

FIERY CHEF TERMS AND CONDITIONS

By Placing an order with Fiery Chef you confirm that you are in agreement with and bound by the terms of service contained in the terms and conditions outlined below. These Terms apply to the entire website and any email or any other type of communication between you and Fiery Chef.

Under no circumstances shall Fiery Chef team be liable for any direct, indirect, special, incidental or consequential damages including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if Fiery Chef team or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair or correction of equipment or data, you assume any cost thereof.

Fiery Chef will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the rights to change prices and revise the resources usage policy in any moment.

You are not allowed to access, display, use, download, or otherwise copy or distribute content obtained on this website for marketing and other purposes without the consent of the Fiery Chef Website owners.

Fiery Chef may accept or reject such orders website users may place for products. This will be indicated on the acceptance of your order by delivering the products to you, only at that point will an agreement of sale between you and Fiery Chef come into effect regardless of any communication from Fiery Chef stating that your order or payment has been confirmed.

Fiery Chef will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refund you for any amount already paid, or replacing your selected products, as agreed with you.

You may return the products only in accordance with the Returns Policy.

Placing products in a shopping cart without completing the purchase cycle does not constitute an order for such products, and as such, products may be removed from the shopping basket if stock is no longer available or the

price thereof might change without notice to you. You cannot hold Fiery Chef liable if such products are not available or are not available at that particular price when you complete or attempt to complete the purchase cycle at a later stage.

You acknowledge that stock of all products on offer is limited and that pricing may change at any time without notice to you. In the case of products for sale by Fiery Chef, Fiery Chef will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When products are no longer available after you have placed an order, Fiery Chef will notify you and you will be entitled to a refund of any amount already paid by you for such products.

We shall take all reasonable and necessary efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our company negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error due to any incorrect purchase price to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

These terms are subject to change at any time by placing a notice on this website or updating this web page. If you do not agree with the change, you must stop using this website or the changed terms will apply to you.

Except as provided to the contrary in the agreement, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, to, or of this website are our sole property or will vest in us or a third-party licensor. All moral rights are reserved.

All Our logo and sub-logos, marks, and trade names are our trademarks and no person may use them without our permission. Any other trademark or trade name that may appear on our marketing material is the property of its respective owner.

This website may not be:

- modified or used to make derivative works;
- rented, leased, loaned, sold or assigned;
- reverse engineered or copied; or
- reproduced or distributed.

The website we have provided is done so “as is”. We do not give any express or implied warranty or make any other promise about this website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.

You indemnify us against any claim, demand, loss, damage, cost, or liability (including attorneys’ fees) related to your use of this website.

We will do our very best to fix any fault in this website as soon as reasonably practical after we are made aware about it. This is the limit of our responsibility and liability for any fault in the website.

We are not responsible for anyone else’s website.

South African law and conditions govern the terms. Only the South African courts may decide any dispute about the terms.

It is illegal to access the Website from territories or countries where the content or purchase of the products sold on the Website is prohibited.

If you access this website from locations outside of South Africa, you are responsible for compliance with all local laws. These terms are the entire agreement between us and you with regard to the use of the content and this Website. Any term that is invalid, illegal, or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.
