

COIS STEEL TARGETS: TERMS AND CONDITIONS AND RETURNS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE BROWSING THIS WEBSITE OR USING THIS APPLICATION OR ANY OF OUR GOODS. YOUR CONTINUED USE OF THIS WEBSITE OR APPLICATION INDICATES THAT YOU HAVE BOTH READ AND AGREED TO THESE TERMS AND CONDITIONS. PLEASE DO NOT CONTINUE TO USE THIS WEBSITE, APPLICATION OR ANY RELATED GOODS IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS.

1. WELCOME

- 1.1. Welcome to our Website/Application and thank you for reading these terms and conditions.
- 1.2. These terms and conditions govern your use of this Website/Application and all facilities and services or products/goods made available through it by **COIS STEEL TARGETS (PTY) LTD**, a registered company operating in accordance with the laws of the Republic of South Africa (the "Company").

2. ABOUT US

- 2.1. To find out more about the Company please go to our [About pages](#).
- 2.2. This Website/Application is owned and operated by the Company. Access to and use of our Website/Application is subject to our general terms and conditions as set out herein ("Terms and Conditions").

3. GENERAL

3.1. Introduction

- 3.1.1. These Terms and Conditions apply to all the web and app pages related to our Website/Application.
- 3.1.2. Please take note that access to and use of our Website/Application ("the/our/this Website/Application") is subject to these Terms and Conditions.
- 3.1.3. By accessing our Website/Application and using our online facilities and/or products/goods, you confirm that you have read, understand and agree to be bound by these Terms and Conditions as may be updated by us from time to time. If you do not agree to our Terms and Conditions, please do not access or use our Website/Application of our products/goods further.

3.2. Validity and binding nature

- 3.2.1. These Terms and Conditions govern your relationship with us and constitute a valid and binding agreement between you, the user, and the Company.
- 3.2.2. The Electronic Communications and Transactions Act 25 of 2002 provides for valid and binding contracts to be concluded in electronic format and to be established over the internet. Contracts concluded electronically are thus the functional equivalent of contracts concluded on paper.

3.3. Amended or updated Terms and Conditions

- 3.3.1. We reserve the right, and may in our sole discretion choose to amend these Terms and Conditions at any time and in any manner that we deem appropriate. This includes the right to change, modify, add or remove portions or the whole of our Terms and Conditions from time to time.
- 3.3.2. It is your responsibility to check our Website regularly and to take note of any changes we may have made to these Terms and Conditions to ensure that you remain aware of and agree with the provisions of our Terms and Conditions. Any amendments hereto shall be effective immediately as of the posting thereof and shall automatically bind you without further notice. Your continued use of our Website/Application following the posting of any amendments shall signify your acceptance of such amendments and your agreement to be bound thereby.

3.4. Legal Age and Capacity

- 3.4.1. We do not accept any users, or representatives of users, under 18 (EIGHTEEN) years of age or who

otherwise do not have the relevant capacity to be bound by these Terms and Conditions.

- 3.4.2. No one may access our Website/Application, use our facilities, use our products/goods and/or accept these Terms and Conditions if they lack the necessary legal capacity to enter into a valid and binding contract with the Company. If they are so lacking and continue to use our Website/Application and/or our products/goods, such use is at own risk and the Company accepts no responsibility or liability for such use whatsoever.
- 3.4.3. By accessing our Website/Application and/or using our facilities or our products/goods, you warrant that you have attained majority status (18 years of age or older), are emancipated or have your parents/legal guardian's consent to be bound by these Terms and Conditions. You further warrant that your legal capacity is not diminished due to mental incapacity.
- 3.4.4. In addition to the above, as an absolute and due to the intended nature of our products/goods, by accessing our Website/Application and/or using our facilities or our products/goods, you warrant that you have the necessary qualification and/or accreditation to use our products/goods in the manner intended.

4. USE OF THE WEBSITE/APPLICATION AND PRODUCTS/GOODS

- 4.1. You agree that your use of this Website/Application and/or our products/goods is for lawful purposes only. You agree that you will not use this Website/Application and/or our products/goods for any unlawful purpose, including committing a criminal offence, gaining unauthorised access to other computer systems, or transmitting unlawful material.
- 4.2. We permit access to content that is protected by copyright, trade marks and other intellectual and proprietary rights, and **these** Terms and Conditions, as well as applicable copyright, trade mark and other laws relating to intellectual property rights shall govern your use of such content.
- 4.3. You are free to encourage others to access our Website/Application and peruse the information and content thereof and you are at liberty to display and print for your personal and non-commercial use, any information that you may receive or obtain by means of our Website/Application. You may not, however, reproduce, alter, modify, distribute, or otherwise use any of the materials without the prior written consent of the relevant holder of such right. 'Deep-linking', 'embedding' or using analogous technology is impermissible. Requests for permission to reproduce, distribute or otherwise use materials found on our Website/Application should be made to our official company email as provided on our Website/Application.
- 4.4. By using this Website/Application and/or our products/goods, you agree to indemnify us against any loss, damage, harm, injury, death, costs or any other claim whatsoever that we may sustain as a result of your use of this Website and/or its contents and/or our products/goods contrary to these Terms and Conditions.
- 4.5. We reserve the right to suspend access to and/or use of our Website/Application, or any part thereof, and/or terminate your user account (if applicable) at any time if we, in our sole discretion, determine that you have not used the Website/Application in accordance with these Terms and Conditions.

5. SPECIFIC CONDITIONS OF SALE OF PRODUCTS/GOODS

- 5.1. All sales are processed by the Company and require full payment before an order will be processed.
- 5.2. Payment must be made to the Company's confirmed bank account, using the customer's name and related quotation (QUO) or invoice (INV) number as the reference. Proof of payment must further be sent to the Company's official email address. Quotations are further valid for 2 days only.
- 5.3. Products/goods are sold on a "first-pay, first-serve" basis. A full payment secures the order. Prices are further only applicable while stocks last and may be changed at any time at the Company's sole discretion. Orders are collected from the Company directly, in Boksburg, GP, RSA, or delivered via courier (Monday–Friday) at the customer's costs. Items are not insured against theft or damage, and are dispatched at the customer's own risk.
- 5.4. Custom and non-stock products/goods have a lead time of approximately 10 to 20 business days from the date of full payment reflecting in the Company bank account, but may exceed this

timeframe. Actual products/goods may differ from photos due to raw material availability and product improvements.

5.5. **Force Majeure**

- 5.5.1. The Company shall not be held responsible for delays, damages, or non-fulfilment of orders due to events beyond its control, including but not limited to natural disasters, supplier shortages, government restrictions, or courier service failures.

6. **SPECIFIC CONDITIONS OF USE OF PRODUCTS/GOODS**

6.1. **Assumption of Risk**

- 6.1.1. Customers acknowledge that the use of any products/goods involves inherent risks, including the possibility of personal injury, property damage, loss or death. By purchasing and/or using the products/goods, the customer agrees to and **assumes all risks** and understands that the Company is not responsible for injuries, losses, death or damages arising from the use of its products/goods whatsoever.

6.2. **Safety Guidelines**

- 6.2.1. Always adhere to the safety rules of the shooting range where the products are used. The products/goods are not to be used in an uncontrolled location or outside of an accredited facility.
- 6.2.2. Follow the Company's product/goods safety guidelines provided with each product. If uncertain about how to use a product safely, contact the Company before use.

6.3. **Product Suitability and Safe Use**

- 6.3.1. The Company's products/goods are designed for specific calibres and must be used accordingly. If unsure about the correct target for your calibre, contact the Company for guidance before purchase and use. These are specifically limited to the following:
- 6.3.1.1. 10mm Thick AR500 Targets (White & Red): Suitable for centrefire rifles (.223, .270, .30-06, .308, .300, .375) at a minimum distance of 100 meters. If muzzle velocity exceeds 3000 fps (900 mps), targets should be placed at a distance of 400 meters or more. Also suitable for centrefire handguns (9mm, .357, .44, .45) at a minimum distance of 10 meters.
- 6.3.1.2. 6mm Thick AR500 Targets (White & Blue): Suitable for rimfire rifles (.17, .22) at a minimum distance of 25 meters. Selected 6mm AR500 targets can be used for handguns (.22, 9mm, .357, .40, .45) at a minimum distance of 10 meters. Suitable for air rifles at a minimum distance of 25 meters.

6.4. **Specific Limitation of Liability**

- 6.4.1. The Company, its owners, directors, employees, affiliates, or agents shall not be held liable for injuries, losses, damages, death or claims resulting from misuse, improper handling, or failure to follow safety guidelines.
- 6.4.2. Customers agree to hold the Company harmless from any and all claims, liabilities, or legal actions arising from the use of its products.

6.5. **Indemnification**

- 6.5.1. By purchasing and/or using the products/goods, customers expressly waive any and all rights to hold the Company accountable or liable for any damages, injuries, loss, or death that may result from such purchase or use.
- 6.5.2. Customers agree to indemnify and defend the Company against any claims arising from third-party use of purchased products/goods. The customer and/or user of the products/goods herewith indemnify the Company in totality and in perpetuity from any claim arising from the use of the products/goods.

6.6. **No Warranties or Guarantees**

- 6.6.1. The products/goods are provided without express or implied warranties, including merchantability or fitness for a particular purpose.
- 6.6.2. By purchasing and using **the** products/goods, you acknowledge that you have read, understood, and agreed to these Terms & Conditions, including the liability waiver and return policy.

7. RETURN POLICY

7.1. General Policy and Applicable Laws

- 7.1.1. The Company shall only process returns, exchanges, or refunds in accordance with Sections 55 and 56 of the Consumer Protection Act 68 of 2008, the Electronic Communications & Transactions Act 25 of 2002, and the return policy set out below.
- 7.1.2. If a product is listed by a third-party seller, the responsibility for returns and exchanges shall fall on that third party within the parameters of their agreement with the Company. The Company shall not be liable or responsible for third-party product returns.
- 7.1.3. Refunds and product exchanges remain at the sole discretion of the Company.

7.2. Eligibility for Returns

- 7.2.1. Products may only be returned if the product is unopened and in its original packaging; and:
 - 7.2.1.1. The incorrect product was supplied; or
 - 7.2.1.2. The product is damaged or faulty upon delivery.
- 7.2.2. In such instances, Cois will exchange the product subject to the following conditions:
 - 7.2.2.1. Unopened incorrect or unopened damaged/faulty products must be returned in their original condition (including all packaging, documentation, manuals, and accessories) within 7 days of delivery.
 - 7.2.2.2. Once the Company inspects and accepts the returned product, we will make all reasonable efforts to exchange it. If a replacement is not possible, the Company will provide a credit or refund within 30 days of notifying the customer that an exchange/replacement is not possible.

7.3. Reporting Damaged or Faulty Products

- 7.3.1. If a product is damaged or missing parts/accessories at the time of delivery, the customer must notify the Company within 3 days of receipt by emailing the Company on its official email address.
- 7.3.2. Damages or defects not reported within 3 days will not be eligible for return, exchange, or refund whatsoever.
- 7.3.3. If a faulty product qualifies for a return, the Company will arrange for collection at no charge.

7.4. Return Process and Inspection

- 7.4.1. Once the Company inspects the product and validates the return, we will inform the customer of the return outcome. If the return is accepted, the Company will:
 - 7.4.1.1. Repair or exchange the product as soon as reasonably possible (if repair or replacement is feasible).
 - 7.4.1.2. If repair or replacement is not possible, the Company will credit the customer's account with the purchase price of the product.

7.5. What Does NOT Qualify as a Defect

- 7.5.1. The following do NOT constitute defects and will not be eligible for return, exchange, or refund:
 - 7.5.1.1. Normal wear and tear from product use.
 - 7.5.1.2. Damage resulting from negligence, abuse, or incorrect use of the product.
 - 7.5.1.3. Damage caused by courier or other shipping, dispatch or delivery.
 - 7.5.1.4. Damage caused by excessive muzzle velocity (example: failure to follow minimum distance safety requirements).
 - 7.5.1.5. Damage caused by ricochets, improper setup, or poor shooting angles.
 - 7.5.1.6. Damage from electrical surges, corrosion, rust, or environmental exposure.
 - 7.5.1.7. Failure to properly maintain or store the product.

- 7.5.1.8. Any modifications, alterations, or repairs made to the product.
- 7.5.1.9. Instances where the specifications of the product do not meet a customer's personal preference, despite being accurately described on the website.
- 7.5.1.10. Cosmetic imperfections that do not affect product function.

7.6. Non-Returnable and Non-Exchangeable Products

- 7.6.1. Due to safety and operational risks, the following products cannot be returned or exchanged:
 - 7.6.1.1. Custom-manufactured targets (unless defective upon delivery).
 - 7.6.1.2. Products that have been used (due to safety concerns).
 - 7.6.1.3. Products showing visible signs of impact, ricochets, or misuse.
 - 7.6.1.4. Special-order items or clearance stock.

7.7. Refunds and Credit Notes

- 7.7.1. The Company does not issue cash refunds under any circumstances.
- 7.7.2. If a return is approved, the customer will receive a credit note for the full value of the purchase (minus any deductions for missing components or damage). The credit can be used for future purchases, but the credited amount cannot be refunded or redeemed for less than the credited value.

8. ACCESS TO WEBSITE/APPLICATION

- 8.1. Your access to our Website/Application is permitted on a temporary basis, and we reserve the right to withdraw or amend such access without further notice.
- 8.2. Although we take reasonable measures to ensure that the Website/Application is available to you at all times, you agree that we shall not be liable in respect of any loss or damage caused by or arising from the unavailability of, any interruption in or your access or use of the Website. We shall not be liable, if for any reason, this Website/Application is unavailable at any time or for any period.
- 8.3. We reserve the right to restrict access to some or all parts of this Website/Application or only provide access to authorised users, as may be required from time to time.
- 8.4. Access to this Website/Application is intended exclusively for residents of South Africa. Although we acknowledge access may be gained by non-South African residents through unofficial portals or otherwise, such access will be viewed as incidental and shall be construed as a waiver of all foreign rights and acceptance of South African jurisdiction and legislation.

9. ACCURACY OF WEBSITE AND APPLICATION CONTENT

- 9.1. Although we strive to take reasonable steps to ensure that information on our Website/Application is accurate and as up-to-date as possible, we do not warrant that the content or information displayed is/shall always be accurate, complete and/or current and you should not assume that this is always the case, and should consult with us before making any decision to act on this information.
- 9.2. Information provided on this Website/Application is provided without any guarantees, conditions or warranties as to its accuracy. It is recommended that independent legal advice be acquired before any reliance is placed thereon or that you obtain written confirmation from us as to the accuracy of any information provided. We accept no liability, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of any information contained on this Website/Application.

10. GENERAL DISCLAIMER

- 10.1. To the fullest extent permitted by law, we disclaim all warranties of any kind, whether express or implied, including without limitation to the implied warranties that the content published to this Website/Application and/or products/goods promoted or sold on this Website/Application or otherwise are fit for any purpose.
- 10.2. This Website/Application, including all services, content, products/goods, functions and materials provided via the Website/Application, are provided "as is," "as available," without warranties of any kind, either express or implied, including any warranty for information, data, data processing

services, uptime or uninterrupted access, any warranties concerning the availability, display-ability, accuracy, precision, correctness, thoroughness, completeness, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose, and we hereby disclaim any and all such warranties, express and implied. We do not warrant that the Website or the services, content, functions or materials provided via the Website will be timely, secure, uninterrupted or error free, or that defects will be corrected. We make no warranty that the Website/Application or the services provided will meet users' requirements.

- 10.3. We accept no liability, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of the Website/Application or from the use of our products/goods.

11. GENERAL LIMITATION OF LIABILITY

- 11.1. You expressly agree that the use of this Website/Application and/or our products/goods is entirely at your own risk. The Website/Application and all its contents, products/goods are provided on an "as is" basis, and we make no representations or warranties of any kind, whether express or implied, to the accuracy of the contents of the website or of the quality of the products/goods. We further do not warrant that the Website/Application's functions will be uninterrupted or error-free, or that the site or its server is free from viruses or other harmful components.

- 11.2. By accessing and using the Website/Application and/or using our products/goods, you agree –

- 11.2.1. to the fullest extent permitted by law, to indemnify the Company, its owners, directors, employees, officials, suppliers, agents and/or representatives against any loss, injury, death or damages suffered or liability incurred by reason of any act or omission on your part, or that of any third party acting on your behalf, in connection with your access and use of this Website/Application, or the use of our products/goods; and

- 11.2.2. that the Company, its owners, directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any loss, injury, death or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by the user, which arises directly or indirectly from reliance of the Website/Application and/or its content and/or our products/goods. The Company, its agents or suppliers shall not be responsible for any direct or indirect special consequential or other damage, loss, injury or death of any kind whatsoever suffered or incurred by you related to your use of, or your inability to access or use, the content or the Website/Application or any functionality of the Website/Application or of any linked website or any products/goods, even where we are expressly advised thereof.

12. EXTERNAL LINKS, GOODS AND ADVERTISING

- 12.1. Wherever this Website/Application provides links to other websites or application, this should not be construed as constituting any relationship or endorsement of the linked third party, and reliance on all information provided by the external link is done so at your own risk.

- 12.2. Wherever third-party goods, products, advertising or promotional material is displayed on this Website/Application, this should not be construed as us endorsing or creating any relationship between ourselves and that third party. Reliance on any such goods, products, advertising or promotional material is entirely at your own risk.

- 12.3. Any third party wishing to link to this Website/Application from their website must obtain permission from us by directing such request to us, and permission may be granted on terms and conditions agreed upon.

13. INTELLECTUAL PROPERTY

- 13.1. The Company retains copyright in the Website/Application and all current and future content displayed on the Website/Application which is not owned by third parties. The Company further retains all copyright, patents and design rights in the products/goods offered by the Company, which is not owned by third parties, and retains the trade marks associated with the Company and/or our products/goods, including but not limited to the **COIS** trade marks, worldwide.

- 13.2. No form of a limited licence is granted for general use by the Company. The Company grants the user, subject to these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access or use the current and future content of the Website/Application for personal, non-commercial and informational purposes only. The Company expressly does not grant permission to copy, alter or distribute information from the Website/Application for non-commercial purposes. This Website/Application and its contents may not be reproduced, duplicated, copied, resold or otherwise used for any commercial purpose without the express prior written consent of the Company.
- 13.3. The intellectual property rights in all products/goods, software and content (including photographic images, logos, text, images, video, audio or other material) made available to you on or through this Website or otherwise remains the property of the Company. All such proprietary works, and the compilation of such proprietary works, are the subject of copyright, trade marks, patents, and/or design rights which belong to the Company, its affiliates or subsidiaries, and/or any third party owner of such rights (the "Intellectual Property Owners") and is protected by South African and international intellectual property laws and treaties around the world. All such rights are reserved by the Company and its licensors. You may however store, print and display the content supplied, but solely for your own personal use.
- 13.4. Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, products/goods, services and/or locations featured on this Website/Application are in no way associated, linked or affiliated with the Company and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website/Application are owned by the respective trade mark owners.
- 13.5. All rights in and to the relevant intellectual property in question is reserved and retained by the relevant Intellectual Property Owners. Except as specified in these Terms and Conditions, you are not granted a license or any other right including without limitation under any copyright, trade mark, patent, design or other intellectual property in or to the content.
- 13.6. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website/Application or products/goods, nor may you use any such content in connection with any business or commercial enterprise. Unauthorised use, manipulation, reproduction, modification and/or distribution of the content of this Website/Application is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights.

14. COOKIES AND TRACKING TECHNOLOGY

- 11.1. This Website/Application may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to our Website/Application, and understanding how visitors use the Website/Application. Cookies can also help to customise the Website/Application for our users.
- 11.2. Personal information cannot be collected via cookies and other tracking technology; however, if you have previously provided or exposed personally identifiable information, cookies may be tied to such information. Please refer to our Privacy Policy for more information in this regard.

15. PRIVACY POLICY

- 15.1. Your privacy matters to us and we are committed to protecting your personal information.
- 15.2. You may use this Website/Application without providing any personal information. However, so that we can regularly assess and improve the Website/Application, we collect information on the number of visits to the site, application, pages viewed, etc.

16. ZERO TOLERANCE

- 16.1. The Company has a zero-tolerance policy on demeaning, belligerent, offending, aggressive and predatory behaviour of any kind. This includes any promoting or advocating violence, hate speech,

bullying, belittling, human trafficking or other non-consensual sexual acts, or any other inappropriate content, acts or dealings.

16.2. Any content that promotes, advocates or condones racism, bigotry, hatred, violence against individuals or groups, or any other form of hate speech based on factors including, but not limited to, race, ethnicity, religious affiliation, disability, gender, age, nationality, sexual orientation, gender identity or political affiliation is not allowed.

16.3. The Company does not tolerate violent, demeaning, graphic or gory content, nor do we allow any actions or content that advocate or threaten violence of any kind. Physical assault, coercion and any acts of violence are prohibited.

16.4. Any behaviour deemed inappropriate in the Company's sole discretion, which include but is not limited to the above, will result in a user being blocked or banned from the Website/Application immediately and indefinitely.

17. DISPUTE RESOLUTION

These Terms and Conditions are governed by the laws of the Republic of South Africa. Therefore, any dispute arising in relation to these Terms and Conditions shall, to the extent permitted by law, be referred to arbitration in Pretoria or Johannesburg at a venue of our choice, applying the Uniform Rules of the High Court of South Africa.

18. GOVERNING LAW

The law governing these Terms and Conditions, including without limitation its interpretation and all disputes arising out of these Terms and Conditions, is the law of the Republic of South Africa and the parties submit to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with these Terms and Conditions.

19. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between the Company and the user and shall take precedence over any disclaimers and/or legal notices attached to any communications received by the Company from the user.

20. SEVERABILITY

Whenever possible, each provision of these Terms and Conditions shall be interpreted in a manner which makes it effective and valid under applicable law, but if any part of these Terms and Conditions is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions, all of which shall remain in full force.

21. INDULGENCE

Any relaxation, indulgence or delay (together "Indulgence") by the Company in exercising, or any failure by the Company to exercise, any right under this Agreement shall not be construed as a waiver of that right and shall not affect the ability of the Company to subsequently exercise that right or to pursue any remedy, nor shall any Indulgence constitute a waiver of any other right

22. COSTS

The Company shall not be liable for costs incurred by users to obtain professional advice relating to these Terms and Conditions.

23. CONTACT US

We welcome your comments and questions regarding these Terms and Conditions. Kindly direct any comments and questions to us via email to our official company email as provided on our Website/Application.