

Terms and Conditions of Sale

1. Acceptance of these Terms and Conditions of Sale

These Terms and Conditions of Sale apply to any person who purchases Products on or through this Web Site.

If You do not agree to be bound by these Terms and Conditions of Sale, You must not purchase Products on or through this Web Site.

- 1.1 This web site, which is accessible at the URL: www.edenisland.sc, www.edenisland.fr, www.edenislandliving.com, www.edenislandliving.sc ("**this Web Site**") and such other URL's as the Owner may designate from time to time, is made available by Eden Island Development Company (Seychelles) Limited, registration number: 843-959-1 ("**the Owner**").
- 1.2 Save as is otherwise provided for herein, the definitions or words or phrases in the Terms and Conditions of use of this Web Site apply likewise to these Terms and Conditions of Sale.
- 1.3 The terms and conditions of sale set out below ("**Terms and Conditions of Sale**") apply to any person ("**the Purchaser**") who purchases products for sale ("**Products**") on this Web Site.
- 1.4 Subject to 1.5 below, these Terms and Conditions of Sale set out the terms and conditions on which the Purchaser purchases Products on or through the Web Site, whether Products are provided by or belong to the Owner, its third-party suppliers or any other party.
- 1.5 If any person who accesses, refers to or uses any part of this Web Site ("**You**" and "**Your**") does not agree to these Terms and Conditions of Sale, You are not permitted to purchase Products on or through this Web Site. If You purchase Products on this Web Site, You shall be deemed to agree to be bound by the Terms and Conditions of Sale set out herein.
- 1.6 These Terms and Conditions of Sale are subject to change without notice.
- 1.7 You are entitled to print a copy of these Terms and Conditions of Sale. Should You have any difficulty printing these Terms and Conditions of Sale or require assistance in obtaining a hard copy or electronic copy of these Terms and Conditions of Sale, You should contact Astrid Diliberto at Eden Island, on +2721 683 3568 or e-mail astrid@edenisland.sc.

2. Variation by agreement

You agree to be bound by these Terms and Conditions of Sale –

- **on submission of Your Purchase Order by ticking the "I have read and accept the terms and conditions" check box and confirming the Purchase Order, by clicking the "Place Order" button;**
- **at the deemed place of offer, being the Republic of Seychelles.**

- 2.1 You agree –
 - 2.1.1 to be bound by these Terms and Condition of Sale –
 - 2.1.1.1 by the completion and submission of Your purchase order for Products ("**the Purchase Order**") by ticking the "I have read and accept the terms and conditions" check box and on confirmation of the Purchase Order by You, by clicking the "Place Order" button;
 - 2.1.1.2 at the deemed place of offer, being the Republic of Seychelles;
 - 2.1.2 that any communication sent by You to the Owner shall be deemed to have been sent by You from within the Republic of Seychelles;
 - 2.1.3 that any communication sent to You by an information system programmed to operate automatically on behalf of the Owner shall not be a data message (data generated, sent or stored by electronic means) attributable to the Owner.

3. Disclosures

The Owner discloses the following information.

- 3.1 **The Owner's full name, legal status and registration number**
Eden Island Development Company (Seychelles) Limited, registration number 843-959-1, a company duly incorporated in accordance with the laws of the Republic of Seychelles.
- 3.2 **The Owner's physical address**
Eden House, Eden Island, situated opposite Roche Caiman, Mahé, Republic of Seychelles.
- 3.3 **The Owner's telephone number, web site address and e-mail address**
Telephone: +248 346 000, +2721 683 3568
Web Site: www.edenisland.sc, www.edenislandliving.com,
www.edenislandliving.sc, www.edenislandliving.fr
Email: info@edenisland.sc
- 3.4 **The manner of payment**
You may effect payment by bank transfer within 7 (seven) business days of the date of the invoice referred to in 3.5.1.1, into the following account –

Correspondent Bank:	Barclays Bank PLC 75 Wall Street New York, NY 10265 USA SWIFT: BARCUS33
Beneficiary Bank:	Barclays Bank (Seychelles) Limited P.O. Box 167 Independence Avenue Victoria Mahé Seychelles SWIFT : BARCSCSC
Beneficiary:	Account number : 280290000 Eden Island DEV A/C NO2 Account number 7600795

3.5 **Any terms of agreement that will apply to the transaction and how those terms may be accessed, stored and reproduced electronically by Purchasers**

By submitting a Purchase Order on or through this Web Site in accordance with 2.1.1.1, You thereby offer to purchase the Products referred to in such Purchase Order, subject to these Terms and Conditions of Sale.

3.5.1 **sale and purchase**

3.5.1.1 The Owner may accept Your offer to purchase Products in terms of the Purchase Order by issuing an electronic invoice to You for such Products, by electronic mail to Your e-mail address as specified in the Purchase Order, accompanied by a copy of these Terms and Conditions of Sale ("**Acceptance**").

3.5.1.2 If Acceptance occurs, an agreement is thereby concluded between the Owner and You, incorporating the relevant Purchase Order and these Terms and Conditions of Sale (together referred to as "**the Agreement**").

3.5.2 **price**

The purchase price for the Products shall be the amount specified on the Web Site for such Products ordered by You.

3.5.3 **as is**

The Products are sold to and purchased by the Purchaser on an "as is" basis.

3.5.4 **assignment of product warranties**

3.5.4.1 The Owner shall cede any Product warranties or guarantees, which the Owner holds in respect of the Products, to the Purchaser, especially where such warranties or guarantees were provided to the Owner by third-party suppliers or any other party.

3.5.4.2 Notwithstanding the delivery date of the Products to the Purchaser in terms of 3.6.1, the cession referred to in 3.5.4.1 will be with effect from the date of delivery, by third-party suppliers or any other party, of the Products to the Owner.

3.5.4.3 The Purchaser, by accepting these Terms and Conditions of Sale, accepts the cession referred to herein.

3.5.5 **exclusion of warranties**

3.5.5.1 Save as provided in 3.5.4.1, the Products are sold without any warranties, express or implied, and the Owner shall be free from any liability for any loss or damage suffered by the Purchaser by reason of any fault, defect, or deficiency existing or arising in the Products, whether patent or latent. The Purchaser indemnifies the Owner in respect of any claim against, or loss or liability of, the Owner resulting from any fault, defect, or deficiency existing or arising in the Products.

3.5.5.2 There are no understandings or agreements between the Purchaser and the Owner, nor have any representations been made by or on behalf of the Owner, except as contained in these Terms and Conditions of Sale.

3.5.6 **risk**

3.5.6.1 Notwithstanding the delivery date of the Products to the Purchaser in terms of 3.6.1, the risk in and to the Products will pass from the Owner to the Purchaser upon delivery, by third-party suppliers or any other party, of the Products to the Owner.

3.5.6.2 The Products are to be stored by the Owner, on behalf of the Purchaser and at the Purchaser's risk, until fitted into the Purchaser's unit.

3.5.7 **acknowledgement of receipt**

Upon delivery of the Products to the Purchaser in terms of 3.6.1, the Purchaser must sign the receipt presented by the Owner's representative, acknowledging delivery of the Products by the Owner.

3.6 **Delivery of the Products**

3.6.1 The Owner shall deliver, and the Purchaser shall take delivery of, the Products when the goods are delivered to and installed in the unit.

3.6.2 The Products will be delivered to the Owner's storage facility and thereafter fitted in the Purchaser's unit at the Owner's expense. The delivery costs payable by the Purchaser are included in the price of the Products so ordered.

3.7 **The manner and period within which You can access and maintain a full record of the transaction**

The electronic invoice from the Owner will provide full details of the transaction and may be retained by the Purchaser in hard copy format by downloading and printing the electronic invoice.

3.8 **Submission and confirmation of Purchase Order**

3.8.1 You can withdraw a Purchase Order that has been submitted, even after You have ticked the "I have read and accept the terms and conditions" check box. You have the opportunity to review the duly completed Purchase Order after submission but before confirming it to the Owner.

3.8.2 You must check that you have correctly completed the Purchase Order before confirming it to the Owner.

3.8.3 You can withdraw the Purchase Order prior to confirming it, by clicking "Back", instead of clicking "Place Order". Once you click the "Place Order" button, save as is provided for in 3.10.3, You cannot cancel the Purchase Order.

3.9 **The security procedures and privacy policy of the Owner in respect of payment, payment information and personal information**

You agree to the Owner collecting your personal information, which may be shared with other parties.

To the fullest extent permitted by law, you agree to have your communications on this Web Site intercepted by the Owner or any competent authority.

You are responsible for the safe keeping of your password and You must not disclose your password to anyone.

3.9.1 The Owner may collect, collate, process, store and use Your personal information, which may include (without limitation) Your name, address and other contact details; Your race, gender, sex, marital status, nationality; Your financial details and information relating to financial transactions in which You have been involved; Your identifying number, symbol or other particular assigned to You; correspondence sent by You that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence, the views or opinions of another individual about You; and Your name where it appears with other personal information relating to You or where the disclosure of Your name would reveal information about You ("**Personal Information**") for the purposes of –

3.9.1.1 providing You with access to the Web Site;

3.9.1.2 allowing You to purchase Products;

3.9.1.3 using your financial details for payment processing;

3.9.1.4 compiling profiles for statistical purposes and trading with such profiles and statistical data; and

3.9.1.5 providing information to the Owner's exclusive marketing agents to enable them to contact You.

- 3.9.2 While the Owner will attempt to ensure that the profiles or statistical data cannot be linked to You, the Owner does not guarantee that third parties may not be able to link such profiles and statistical data to You. You hereby indemnify the Owner against, any loss, liability, expense, claim, penalty or damage suffered by You, whether direct, indirect, special or consequential, arising from or in relation to any third party being able to link such profiles and statistical data to You.
- 3.9.3 The Owner will take all reasonable steps to prevent unauthorised access to or disclosure of Your Personal Information. However, the Owner does not guarantee that the Personal Information shall be 100% secure.
- 3.9.4 You agree that Your communications on this Web Site may be intercepted in terms of Seychelles law by the Owner or any other competent authority.
- 3.9.5 Access to this Web Site is restricted by the use of passwords provided by the Owner to You. You must keep the password secret. Only You may use the password to gain access to this Web Site. You are responsible for the safe keeping of the password and obliged to immediately report a compromised password to the Owner. This Web Site's administrator may be contacted at info@capefrisco.com or +2721 794 3136.
- 3.10 Duration of the agreement for the purchase of Products**
- 3.10.1 The Agreement shall commence on Acceptance.
- 3.10.2 The Agreement shall terminate when the Purchaser has paid in full for the Products purchased, or when a period of 30 (thirty) days has expired from the date of delivery of the Products to the Purchaser in terms of 3.6.1, whichever event shall last occur, subject to the provisions regarding breach of the Agreement.
- 3.10.3 If either party commits a breach of any of the provisions of the Agreement ("**the Defaulting Party**"), then the other party ("**the Aggrieved Party**") shall be obliged to give the Defaulting Party 14 (fourteen) days written notice or such longer period as may be reasonably required in the circumstances, to remedy the breach.
- 3.10.4 If the Defaulting Party fails to comply with such notice, the Aggrieved Party shall be entitled to cancel the Agreement against the Defaulting Party or to claim immediate payment and/or specific performance by the Defaulting Party of all the Defaulting Party's obligations whether or not the due date for payment and/or performance shall have arrived, in either event without prejudice to the Aggrieved Party's rights to claim damages. The foregoing is without prejudice to such other rights as the Aggrieved Party may have at law; provided always that, notwithstanding anything to the contrary contained in the Agreement, the Aggrieved Party shall not be entitled to cancel the Agreement for any breach by the Defaulting Party unless such breach is a material breach going to the root of the Agreement and is incapable of being remedied by payment in money, or if it is capable of being remedied by payment in money, the Defaulting Party fails to pay the amount concerned within 14 (fourteen) days after such amount has been finally determined.
- 3.11 Your rights**
- 3.11.1 The Purchaser must pay for the Products ordered within 7 (seven) days of dispatch of the electronic invoice by the Owner to the Purchaser.
- 3.11.2 The Owner will not order the products from the suppliers, until such time as the Owner's bank has confirmed receipt by it of the full amount due by the Purchaser.

4. Variation of these Terms and Conditions of Sale

No variation of these Terms and Conditions of Sale shall be enforceable or binding on the Owner unless the Owner has agreed to such variation or amendment in writing.

The Owner may vary or amend these Terms and Conditions at any time and without notice to You.

It is Your responsibility to familiarise yourself with any variations or amendments.

- 4.1 No other variation or amendment, in any form whatsoever, of these Terms and Conditions of Sale shall be enforceable or binding on the Owner unless the Owner has agreed to such variation or amendment in writing.
- 4.2 The Owner shall not be bound by Your terms and conditions, if applicable, as may be specified in any electronic communication or otherwise and the provisions of these Terms and Conditions of Sale shall override and take precedence over any such terms and conditions.
- 4.3 The Owner is entitled and reserves the right to vary or amend these Terms and Conditions of Sale from time to time, in its sole discretion. Such amended or varied Terms and Conditions of Sale will be displayed on this Web Site. If You submit a Purchase Order on or through this Web Site in terms of 2.1.1.1, You will be bound by the provisions of the Terms and Conditions of Sale (as amended and varied).
- 4.4 It is Your responsibility to access and familiarise Yourself with any amendments or variations to these Terms and Conditions of Sale on each occasion You make use of this Web Site.

5. Disputes

If a dispute should arise between the Owner and You –

- **the dispute will be referred to adjudication;**
- **if the Owner or You wish to seek urgent relief or interim relief, such party may approach a court of competent jurisdiction for an order.**

- 5.1 Subject to 5.4, any dispute declared by You and any claim which you may have against the Owner arising out of or in connection with the Agreement or these Terms and Conditions of Sale including after termination, cancellation or amendment of the Agreement and these Terms and Conditions of Sale, shall be referred to adjudication.
- 5.2 Subject to 5.4, should the Owner declare a dispute with You, or wish to institute any claim or legal proceedings against You arising out of or in connection with the Agreement or these Terms and Conditions of Sale, including after termination, cancellation or amendment of the Agreement or these Terms and Conditions of Sale, the Owner reserves the right to deal with the matter in a forum of its choice, which shall include but not be limited to, the courts of the Republic of Seychelles.
- 5.3 You agree that the Owner is entitled, but not obliged, to institute any proceedings arising out of or in connection with the Agreement or these Terms and Conditions of Sale, including after termination, cancellation or amendment of the Agreement or these Terms and Conditions of Sale, in any Court in the Republic of Seychelles even though the cause of action in question exceeds the jurisdiction of that court.
- 5.4 Neither You nor the Owner shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the institution or resolution of a dispute or other legal proceedings.

6. Miscellaneous matters

6.1 Addresses

- 6.1.1 Except where stated otherwise in these Terms and Conditions of Sale, the Owner's address for the service of any notice is –
Postal address: P.O. Box 1403, Victoria, Mahé, Republic of Seychelles;
Physical address: c/o Eden House, Eden Island, situated opposite Roche Caiman, Mahé, Republic of Seychelles;
Current fax no: +248 346 666
- 6.1.2 All notices to the Owner must be marked for the attention of the General Manager and, in addition, all notices of a legal nature or relating to legal proceedings must be delivered by registered post to the postal address of the Owner and also either delivered by hand to the physical address of the Owner or sent to the fax number of the Owner.
- 6.1.3 Notices given to the above addresses shall only be deemed to have been duly given –
- 6.1.3.1 14 (fourteen) days after posting, if posted by registered post to the Owner's postal address;
- 6.1.3.2 3 (three) days after delivery, if delivered by hand to the Owner's physical address;
- 6.1.3.3 3 (three) days after confirmed successful transmission, if sent to the Owner's fax number.

6.2 Costs

Any costs, including legal costs on attorney and own client scale, and value-added tax, incurred by the Owner arising out of a breach of these Terms and Conditions of Sale by You shall be borne by You.

6.3 Applicable Law

The Agreement is to be interpreted and implemented in accordance with the laws of the Republic of Seychelles.

6.4 Severability

In the event that any of the terms of the Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

6.5 Interpretation

- 6.5.1 The clause headings, which include the boxed clause summaries, in these Terms and Conditions of Sale have been inserted for convenience only and will not be taken into consideration in the interpretation of these Terms and Conditions of Sale.
- 6.5.2 Any reference in these Terms and Conditions of Sale to the singular includes the plural and *vice versa*, any reference in these Terms and Conditions of Sale to natural persons includes legal persons and references to any gender include references to the other genders and *vice versa*.
- 6.5.3 Any words and phrases defined in these Terms and Conditions of Sale shall bear the same meaning throughout these Terms and Conditions of Sale, unless the context requires otherwise or expressly stated to the contrary.
- 6.5.4 References to "writing" or notices "in writing" in these Terms and Conditions of Sale only includes writing on paper signed in ink by an authorised representative of the Owner and specifically excludes any writing which may be in electronic form.
- 6.5.5 The Terms and Conditions of Sale applicable to this Web Site at the time of Acceptance, shall apply to the purchase of the Products as specified in the relevant Purchase Order.