

Terms and Conditions of Sale

Please read these Terms of Sale (“Terms and Conditions of Sale”) before ordering any products from our web site (“Product(s)”). They govern our relationship with you in relation to this website and your purchase of product(s) from the website.

Our Company

Christiane Stolhofer Collections operates under the company name, Burning Log (Pty) Ltd., registered in Botswana.

The web site to which these Terms of Sale apply and for which we are responsible is www.christiane-stolhofer.com.

Please contact our Customer Service at info@christiane-stolhofer.com or + 267 6862825.

Purchases and Delivery

Orders are submitted via the website in the following way:

Once you are ready to make a purchase, click on ‘add to Shopping Basket’ to add the product you wish to purchase to your Shopping Basket. Then proceed by clicking ‘Proceed to Checkout’ to log into our secure servers to complete your order.

Once signed in, confirm you wish to make an order and consent to the Terms of Sale.

Once you have completed compiling your Order, please confirm that it is correct. If it is not correct, you can revisit your Order and correct the errors before confirming and submitting your order to us. It is your responsibility to ensure that your Order is correct before submitting it to us. If you have any problems with your order, please call us at +267 6862825 or +267 71584450.

Your order will be accepted and confirmed by us as soon as the payment has been received by PayPal. We will send you an email confirming your payment, as well as confirmation of your delivery address.

If we do not get a reply from you with possible corrections, or confirmation of the delivery address within 48 hours, we will process the shipment of your product(s) and send you a second email with the details of your express shipment: dispatch of product(s), estimated shipment time, Waybill Number and insurance details.

Please see the annex to this document for the DHL Express Terms and Conditions of Carriage.

Any possible import duties arising at the port of entry into the country of the final shipment destination are to be carried by you, the buyer.

Payment

All payments must be made at the time of placing the order. Payment for all product(s) must be through your PayPal account, or any credit card processed through PayPal. We will not dispatch the product(s) until we receive payment.

Prices can change at any time, but changes will not affect orders which we have already confirmed.

Damaged or Defective Product(s)

- i. We do not offer any warranty or guarantee on our products.
- ii. You should inspect the product(s) when you receive them. If you find damage you should inform us straight away, documented by sending us a digital photo(s). After establishing that the damage occurred during the shipment and through no fault of your own, we will then contact the courier company to have the shipment returned, and you will be refunded for your payment of the product(s). All our Products will be dispatched in good condition, but being works of art they do have their individual look and finish. If it can clearly be established that the product(s) was not in the condition shown on the photographic images on the website, after you have received it, by no fault of your own, or damaged during the period of shipment, we will have the product(s) shipped back and your payment will be refunded.
- iii. These Terms of Sale do not exclude our liability (if any) to you for: personal injury or death resulting from our negligence; fraud; any matter which it would be illegal for us to exclude or to attempt to exclude our liability.
- iv. Subject to paragraph (iii) above, we are only liable to you for losses that you suffer as a result of a breach of these Terms of Sale by us. Our liability for losses you suffer as a result of us breaching these Terms of Sale is strictly limited to the purchase price of the product you purchased and any losses which are a foreseeable consequence of us breaching these Terms of Sale. Losses are foreseeable where they could be contemplated by you and us at the time your Order is accepted by us.
- v. Subject to paragraph (iii) above, we are not responsible for indirect losses that happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:
 - loss of income or revenue
 - loss of business;
 - loss of profits or contracts; or
 - loss of anticipated savings.
- vi. provided that this shall not prevent claims for loss of or damage to your tangible property in accordance with your statutory rights or paragraph (iv) or any other claims for direct financial loss that are not excluded by any of the above categories of loss of this paragraph (v).
- vii. Subject to paragraph (iii) above, we are not responsible for any delay in, or failure of, performance of our obligations under these Terms of Sale arising from any cause beyond our reasonable control including any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

Please note that nothing contained in these Terms of Sale in any way affects your statutory rights.

Cancellation of Order

Orders may be cancelled up to 48 hours after placing the Order. The cancellation has to be in writing by email. Product(s)(Wood Sculpture(s), Miniature(s) in sterling silver and bronze and Accessories) are not returnable with the exception; see Paragraph: Damaged or Defective Products.

Other Information

We advise you to print a copy of the Terms and Conditions of Sale for your information. You can download a PDF version of these Terms of Sale by clicking on [Download PDF](#).

By accepting the Terms and Conditions of Sale you are confirming that you are abiding by all content contained in the Terms and Conditions of Sale.

We do not share your private data with any other party.

The Contract and all communications between us will be conducted in the English language. The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms and Conditions of Sale or of any term of these Terms of Sale will be governed by the law of Botswana.

If any provision of these Terms of Sale is found to be invalid or unenforceable by court, it will be deleted from the rest of these Terms of Sale which will remain unaffected.

No delay or failure by us to exercise any powers, rights or remedies under these Terms of Sale will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies prevent any other or further exercise of them.

A person who is not a party to a contract governing the Terms of Sale between you and us is not entitled to enforce any of its terms except where these Terms of Sale expressly provide for such rights.

Annex: DHL Express Terms and Conditions of Carriage.

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