

SELLER TERMS:

(Last updated 28 November 2018)

www.hellochoice.co.za and www.hellochoice.net, hereafter referred to interchangeably as “the Site”, which includes the App, is owned and operated by FreshTrades Trading Solutions (Pty) Ltd, Registration Number: 2018/330942/07 (incorporated in the Republic of South Africa) (“us/we/our/ourselves”). **WE OPERATE AS AN INDEPENDENT TRADING PLATFORM AND WE ARE NOT AGENTS ACTING ON BEHALF OF ANY THIRD PARTY.**

Please read our [Privacy Policy](#) carefully. Every User of the Site is deemed to have read, considered, reconciled him/her/it-self with, and agreed to, these Seller Terms, the [General Terms](#) and the [Privacy Policy](#).

PLEASE READ THESE SELLER TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, OBLIGATIONS, APPLICABLE LAWS AND REGULATIONS.

1. LEGALLY BINDING AGREEMENT

- 1.1. If you accept or agree to these Seller Terms for or on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Seller Terms and, in such event, "you", “yourself” and "your" will refer and apply to that company or other legal entity.
- 1.2. These Seller Terms are specific terms agreed by the Seller and must be read and understood in conjunction with the [General Terms](#) for the Site. In the event of any conflict between these Seller Terms and the General Terms, the provisions of this document shall prevail.

2. MODIFICATION

- 2.1. We reserve the right, at our sole discretion, to modify the Site, the General Terms and these Seller Terms, at any time and without prior notice. If we modify these Seller Terms, we will post the modification on the Site and update the "Last Updated Date" at the top of these Seller Terms.
- 2.2. By continuing to access or use the Site after we have posted a modification on the Site or have provided you with notice of a modification, you indicate that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your recourse is to cease using the Site.

3. CONSIGNMENT

- 3.1. We are not the Seller’s (your) agent.
- 3.2. You hereby to enter into a consignment stock trading arrangement with us, in terms which you will make your Products available to us to list on our Site, for us to sell to Buyers.
- 3.3. Upon a sale, ownership of the Products shall pass directly through us from you to the Buyer upon payment being made to us.

- 3.4. You will retain possession of the Products until we have received payment from the Buyer and notified you accordingly through issuance of a Supplier Invoice, whereupon the Buyer shall be entitled to collect the Products.
- 3.5. The risk in the Products shall continue to lie with you until the Products are collected, whereupon they shall pass to the Buyer.

4. **PAYMENT**

- 4.1. By listing your Products for sale on a consignment stock basis, you as the Seller, agree to pay a 5% (five percent) Site Margin ("Site Margin") as amended from time to time from the Bid ("BID) Sale or Buy-It-Now ("BIN") Sale amount to us, which we shall deduct from the purchase price, and retain as our mark-up fee for concluding the BID Sale or BIN Sale.
- 4.2. We reserve the right, at our sole discretion, to amend the Site Margin at any time and without prior notice to you. We will post the modification on the Site and update the "Last Updated Date" at the top of the Seller Terms.
- 4.3. Once a successful purchase is concluded, we shall collect payment from the Buyer.
- 4.4. After deduction of our Site Margin, we will pay the balance of the purchase price to you within 5 (five) days of concluding the BID Sale or BIN Sale, provided that no dispute has been declared by EFT directly into the bank account nominated by you when you signed up as a member on the Site. In making payment to you, we shall make use of our bank's "Pay and Clear now" facility to ensure immediate payment to you.

5. **CANCELLATION**

- 5.1. In the event of successful BID or BIN Sale being cancelled as a consequence of your actions or omissions, you shall pay us a Seller Cancellation Charge equivalent to the higher of either R1,150.00 (including VAT) or 5% (five percent) of the cancelled transaction value.
- 5.2. We shall debit the Seller Cancellation Charge to your account in our books, which shall be payable before you are permitted to make any further transaction on the Site.