

CHRIS WISE T/A FREEDOM ULTRALIGHT

Custom Backpacks & Hiking Gear

TERMS AND CONDITIONS OF SALE

Effective Date: 1 January 2022 | Version 1.0

IMPORTANT: Please read these Terms and Conditions carefully before purchasing or using any of our products. By placing an order, you confirm that you have read, understood, and agreed to be bound by these terms in their entirety.

1. Introduction

These Terms and Conditions ("Terms") govern all sales and transactions between Chris Wise, t/a Freedom Ultralight ("we", "us", "our", or "the Company"), registered in South Africa, and any person who purchases or uses our products ("you" or "the Customer"). These Terms must be read alongside South Africa's Consumer Protection Act 68 of 2008 ("CPA"), which sets certain non-waivable rights for consumers. Nothing in these Terms is intended to limit those statutory rights unlawfully.

2. Assumption of Risk & Liability Limitation

2.1 Nature of Outdoor Activities

You acknowledge and agree that hiking, backpacking, mountaineering, trail running, and all related outdoor activities ("Outdoor Activities") are inherently dangerous. These activities involve real risks of personal injury, death, property damage, and financial loss arising from, among other things, unpredictable terrain, extreme weather, remote locations, physical exertion, wildlife, and equipment failure.

2.2 Assumption of Risk

By purchasing and/or using our products, you voluntarily and knowingly assume all risks associated with Outdoor Activities, including any risk that may arise from or be contributed to by the failure, malfunction, defect, or inadequacy of our products — whether such failure results from manufacturing defects, material failure, user error, misuse, improper care, normal wear and tear, use beyond rated capacity, or any other cause whatsoever.

2.3 Indemnity

To the fullest extent permitted by South African law, you indemnify and hold harmless Chris Wise t/a Freedom Ultralight, its directors, employees, agents, and suppliers from and against any and all claims, losses, damages, costs (including legal costs on an attorney-and-client scale), penalties, expenses, or

liability of any nature — including personal injury, death, and the cost of search-and-rescue operations — arising directly or indirectly from: (a) your use of our products; (b) any failure or malfunction of our products; (c) your participation in Outdoor Activities while using our products; or (d) any reliance on product specifications, weight ratings, or descriptions provided by us.

2.4 Limitation of Liability

Where liability cannot be fully excluded under the CPA or other applicable law, our total liability to you for any claim shall not exceed the purchase price actually paid by you for the specific product that gave rise to the claim. We shall not be liable for any indirect, special, consequential, or incidental damages, including but not limited to loss of income, medical expenses beyond the product value, or the cost of rescue operations.

2.5 No Liability for Rescue Costs

You expressly acknowledge that, in the event of an emergency requiring search-and-rescue operations, mountain rescue, helicopter evacuation, or any other emergency response, all costs associated with such operations are your sole responsibility. We accept no liability for any such costs, regardless of the cause of the emergency, including product failure.

3. Product Suitability & Customer Responsibility

It is your sole responsibility to:

- Ensure that any product you purchase is appropriate for your intended use, fitness level, and experience;
- Correctly assess load limits — our ultralight products are designed to be lightweight and are not suitable for loads exceeding specified weight ratings;
- Inspect all gear before every use and discontinue use if any damage, wear, or defect is observed;
- Ensure that you possess the necessary skills, experience, and physical fitness for the activity for which the product is being used;
- Carry appropriate safety equipment, navigation tools, and emergency supplies in addition to our products.

6. Overloading & Misuse of Products

6.1 Load Ratings

All our products are designed and tested to carry specified maximum loads. Each product listing and care label states the maximum recommended load. You acknowledge that exceeding these load ratings may cause sudden and catastrophic product failure, which could result in serious injury or death.

6.2 No Liability for Overloading or Misuse

We accept no liability whatsoever — including for injury, death, loss, or damage — where a product failure is caused or contributed to by:

- Loading the product beyond its stated maximum capacity;
- Using the product for a purpose other than its intended use (e.g. using a daypack for technical mountaineering loads);
- Attaching, suspending, or hauling loads in a manner inconsistent with the product's design;
- Use of the product in conditions for which it was not designed, including extreme temperatures, exposure to chemicals, or use in water beyond its rated water resistance;
- Combining our products with third-party components in a way that creates additional stress or load beyond specification.

7. Product Care & Maintenance

7.1 Customer Responsibility

You are solely responsible for the proper care, cleaning, and maintenance of your product in accordance with the care instructions provided at the time of purchase and available on our website. Our ultralight materials — including fabrics, buckles, zippers, and stitching — require appropriate care to maintain their integrity and performance.

7.2 No Liability for Neglect or Improper Care

We accept no liability for product failure, reduced performance, or injury arising from:

- Failure to follow care and cleaning instructions;
- Storage of the product in damp, compressed, or otherwise damaging conditions;
- Failure to inspect the product before each use;
- Continued use of a product that shows visible signs of wear, damage, or degradation;
- Modification, repair, or alteration of the product by any person other than an authorised representative of Chris Wise t/a Freedom Ultralight;
- Exposure to harsh chemicals, bleach, solvents, or other substances not recommended for the materials used.

8. Customisation & Bespoke Products

8.1 Customer Specifications

Where you request a customised or bespoke product, you accept full responsibility for the accuracy and suitability of the specifications, measurements, configurations, and requirements you provide. We manufacture to your instructions and cannot be held liable if the finished product does not meet your needs because of errors or omissions in the information you supplied.

8.2 Limitations of Custom Designs

Customisation may alter the structural properties, load capacity, weight distribution, or durability of a product. Where customisation is made at your request — including unusual configurations, substitution of standard components, non-standard dimensions, or modification of established design elements — we do not guarantee that the resulting product

will perform identically to our standard range. You acknowledge that any such changes are made at your own risk.

8.3 No Cancellation After Production

Once production has commenced on a custom order, you may not cancel the order or claim a refund, except as required under the Consumer Protection Act 68 of 2008 in the event of a genuine manufacturing defect not caused by your specifications.

9. Intellectual Property & Design Protection

9.1 Ownership of Designs

All product designs, patterns, configurations, construction methods, material combinations, custom hardware, and visual aesthetics created by Chris Wise t/a Freedom Ultralight are our exclusive intellectual property and are protected under applicable South African and international intellectual property law, including but not limited to the Designs Act 195 of 1993 and the Copyright Act 98 of 1978.

9.2 Prohibition on Copying or Reverse Engineering

You are strictly prohibited from: (a) copying, reproducing, or replicating any of our product designs, in whole or in part, for any purpose; (b) reverse engineering, disassembling, or deconstructing any of our products to replicate or derive a competing design; (c) purchasing our products for the primary or secondary purpose of copying, reproducing, or commercially exploiting our designs; (d) sharing, publishing, or disclosing detailed design specifications, construction methods, or proprietary material information obtained through purchase of our products; or (e) using our product designs as a basis for manufacturing competing products, whether by yourself or through any third party.

9.3 Purchasing to Copy

Where we have reasonable grounds to believe that a product has been purchased with the intention of copying, reverse engineering, or replicating our designs for commercial purposes, we reserve the right to refuse future orders from that customer, pursue legal action for intellectual property infringement, and seek damages including for lost profits and reputational harm. A refund will not be issued in such circumstances.

9.4 Remedies for Infringement

Any unauthorised use, reproduction, or commercial exploitation of our designs will be pursued to the fullest extent of the law. We reserve the right to seek interdicts, damages, and any other remedies available under South African law without prior notice.

10. Warranties, Defects & Repair Policy

10.1 Statutory CPA Rights

In terms of the Consumer Protection Act 68 of 2008, you have the following non-waivable statutory rights:

- The right to receive goods that are reasonably suitable for the purpose for which they are generally intended;
- The right to receive goods of good quality, in good working order, and free of defects;
- The right to return defective goods within six (6) months of purchase.

10.2 Extended Manufacturing Defect Warranty

We are proud to offer an extended warranty on manufacturing defects. If a product fails due to a confirmed manufacturing defect within one (1) year of the original purchase date, we will repair the product at no charge to you. This warranty covers defects in workmanship under normal use and proper care and does not cover normal wear and tear.

10.3 Warranty Repairs — Shipping (Manufacturing Defects)

Where a repair is authorised under our manufacturing defect warranty (Section 10.2), we will cover the full cost of return shipping. You will be required to use the locker-based courier service designated by us at the time of the claim. We reserve the right to select the courier provider of our choice. Instructions for submitting a warranty claim and accessing the nominated courier service will be provided upon approval of your claim.

10.4 Non-Warranty Repairs — Shipping & Costs (Wear, Misuse & Neglect)

Where a repair is requested but the damage is determined, at our sole reasonable discretion, to be attributable to any of the following causes, all repair costs and shipping costs (both to and from our workshop) will be for your account:

- Normal wear and tear over the product's expected lifespan;
- Overloading or use beyond rated capacity (see Section 6);
- Misuse or use inconsistent with the product's intended purpose;
- Improper care, cleaning, or storage (see Section 7);
- Damage caused by modification or unauthorised repair;
- Accidental damage, including abrasion, cuts, burns, or impact damage.

In these cases, we will provide you with a written quote for the cost of repair and shipping before proceeding. No repair work will commence without your written approval of the quoted costs.

10.5 Warranty Exclusions

This warranty does not cover: consumable components (such as buckle clips subject to heavy use); cosmetic damage that does not affect functionality; damage resulting from events beyond our control; or products purchased second-hand or from unauthorised resellers.

11. Privacy & Personal Information

We collect and process your personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA"). Your information is used solely for order processing, communication, and service delivery. We do not sell or share your personal data with third parties except as required to fulfil your order. Please contact us to access, correct, or delete your personal information.

12. Returns, Repairs & Refunds

Returns and refunds are governed by the CPA and by our repair policy set out in Section 10 above. Standard (non-custom) products may be returned within 6 months if defective. Custom-made products may only be returned if they contain a manufacturing defect not caused by incorrect specifications supplied by you. We do not offer refunds for change of mind on custom orders once production has commenced.

13. Governing Law & Disputes

These Terms are governed by the laws of the Republic of South Africa. Any dispute arising from these Terms or from the sale of our products shall be subject to the jurisdiction of the South African courts. You also have the right to refer disputes to the National Consumer Commission or a relevant ombud in terms of the CPA.

14. Amendments

We reserve the right to update these Terms at any time. The version in effect at the time of your purchase will apply to that transaction. Updated Terms will be published on our website and/or communicated to you directly.

15. Acceptance of Terms

By placing an order with us — whether in person, by email, via our website, or through any other channel — you confirm that you are 18 years of age or older, that you have read and understood these Terms in full, and that you agree to be bound by them.

Contact Us

Chris Wise t/a Freedom Ultralight
18 Glen Avon Road, Pinelands, Cape Town, South Africa
Email: freedomultralight@gmail.com
Website: www.freedomultralight.co.za