

SWEETALK TERMS & CONDITIONS

Last updated: 18 September 2026

These Terms & Conditions apply to purchases, quotations, orders and services supplied by Sweet Design Chocolate (Pty) Ltd trading as Sweetalk ("Sweetalk", "we", "us" or "our"), including orders placed through our website, by email, WhatsApp, telephone or directly with our team.

By placing an order with Sweetalk, you agree to these Terms & Conditions.

1. Products and Services

Sweetalk is a South African chocolate manufacturer supplying products including standard, personalised, custom-branded, private-label, corporate, retail, reseller and hospitality chocolate products.

Because many of our products are manufactured and/or branded specifically for each customer, certain additional conditions apply to customised and personalised orders.

2. Quotations and Pricing

All quotations are valid for the period stated on the quotation.

Unless otherwise stated, prices quoted by Sweetalk are exclusive of VAT. VAT will be added at the applicable rate.

Delivery, courier charges, artwork charges, setup fees, embossing fees, packaging and other additional services may be charged separately where applicable.

Prices may change without notice. However, once an order has been formally accepted and paid for in accordance with the applicable quotation, the agreed price will apply to that order unless the customer subsequently requests a change.

3. Orders

An order is only considered confirmed once Sweetalk has received all information required to manufacture the order and any required payment or deposit.

- Product selection and quantity;
- Chocolate type;
- Branding requirements;
- Correct artwork or logo files;
- Delivery information;
- Artwork approval; and
- Payment or proof of payment where required.

Production lead times only begin once all required information, approvals and payments have been received.

4. Personalised and Custom Products

Customers are responsible for checking all personalised information carefully before approving artwork.

- Spelling;
- Names;
- Dates;

- Telephone numbers;
- Logos;
- Colours;
- Layout;
- Product information; and
- Any other customised content.

Once artwork has been approved and production has started, changes may not be possible.

Sweetalk will not be responsible for errors contained in artwork that was supplied or approved by the customer.

5. Artwork Approval

Where Sweetalk provides an artwork proof, mock-up or digital representation, it is provided to allow the customer to approve the general design before production.

Customers must carefully check the complete artwork before approving it.

Approval by email, WhatsApp or another written electronic communication will be regarded as approval to proceed with production.

Digital colours displayed on screens may differ from printed colours, foil colours and the appearance of the finished product. Reasonable colour variation is therefore possible.

6. Logos, Trademarks and Customer-Supplied Artwork

By supplying Sweetalk with a logo, trademark, photograph, design, wording or other material, the customer confirms that they have the necessary rights or permission to use that material and to authorise Sweetalk to reproduce it for the order.

Sweetalk is not responsible for claims arising from the unauthorised use of customer-supplied intellectual property.

7. Embossing and Setup Fees

Where personalised chocolate embossing, custom moulds, printing plates, dies or other setup processes are required, a once-off setup fee may apply.

Any applicable setup fee will be communicated before the order is confirmed.

Payment of a setup fee does not necessarily transfer ownership of Sweetalk's manufacturing tools, moulds, dies, production files or other production materials to the customer unless expressly agreed in writing.

8. Minimum Order Quantities

Certain personalised, wholesale, private-label and custom products are subject to minimum order quantities ("MOQs").

The applicable MOQ will be communicated on the website, quotation or directly to the customer.

9. Payment

Payment terms will be specified on the relevant quotation, invoice or customer account.

Where full payment or a deposit is required before production, Sweetalk is not required to commence production until the payment has been received.

Goods remain the property of Sweetalk until payment has been received in full, to the extent permitted by law.

Customers with approved credit terms must make payment according to the agreed terms.

10. Production and Lead Times

Any production or delivery date provided by Sweetalk is an estimate unless expressly confirmed in writing as a guaranteed date.

Lead times may be affected by:

- Artwork approval;
- Payment delays;
- Product availability;
- Packaging availability;
- Production capacity;
- Large or complex customised orders;
- Courier delays;
- Public holidays;
- Supplier delays; or
- Circumstances outside Sweetalk's reasonable control.

Customers ordering for an event, promotion, wedding, conference or other fixed date should place their orders sufficiently in advance and inform Sweetalk of the required date when requesting a quotation.

11. Delivery

Delivery charges are calculated or quoted according to the applicable order and destination.

Customers are responsible for providing a complete and accurate delivery address and contact information.

Sweetalk will take reasonable steps to package chocolate appropriately for transportation. However, chocolate is temperature-sensitive.

Once an order has been handed to a courier or delivery provider, delivery may be affected by circumstances outside Sweetalk's direct control.

If an order arrives damaged, please notify Sweetalk as soon as reasonably possible and provide photographs of the product, packaging and courier packaging so that we can investigate.

12. Collection

Where collection is arranged, the customer is responsible for collecting the order within the agreed collection period.

Responsibility for appropriate transport and temperature conditions passes to the customer once the goods have been collected.

13. Chocolate Storage

Chocolate should be stored in a cool, dry environment at room temperature, away from direct sunlight, heat, moisture and strong odours.

Chocolate should not be left in a hot vehicle or exposed to excessive temperature fluctuations.

Incorrect storage may cause melting, discolouration or fat/sugar bloom and may affect the appearance and quality of the chocolate.

14. Product Appearance and Natural Variation

Chocolate is a food product and minor variations between production batches may occur.

Colours, finishes, dimensions, weights and appearance shown in photographs, mock-ups or on our website are illustrative and reasonable production variations may occur.

Chocolate may occasionally develop a whitish or grey appearance known as “bloom” as a result of temperature changes. Bloom does not necessarily mean that the chocolate is unsafe to eat, although it may affect appearance and texture.

15. Ingredients and Allergens

Customers with food allergies or dietary requirements should review the applicable product information before ordering or consuming our products.

Sweetalk products may contain or come into contact with allergens used within our manufacturing environment.

Product-specific ingredient and allergen information should be checked on the applicable product packaging or confirmed with Sweetalk where necessary.

Customers purchasing products for resale, events or distribution are responsible for ensuring that relevant product and allergen information is made available to the end consumer where required.

16. Certifications and Dietary Requirements

Where a product is represented as Kosher, Halaal or subject to another certification, the certification applies only as specified for the particular product, production run or applicable certification period.

Customers requiring a specific certification or dietary standard should confirm the requirement with Sweetalk before placing the order.

17. Cancellations and Changes

Please contact Sweetalk as soon as possible if you need to change or cancel an order.

For standard products that have not yet been dispatched, cancellation may be possible subject to applicable law and the circumstances of the order.

Personalised, branded, private-label, specially manufactured or custom-made products may not be capable of cancellation once artwork has been approved, materials have been ordered or production has commenced, subject always to any rights the customer may have under applicable South African law.

Changes requested after an order has been confirmed may result in additional charges and/or revised lead times.

18. Returns, Defects and Incorrect Orders

Due to the perishable and food-related nature of chocolate, returns are subject to applicable health, safety and consumer-protection requirements.

If Sweetalk supplied an incorrect, defective or materially non-conforming product, please contact us promptly with:

- Your order or invoice number;
- A description of the issue; and
- Clear photographs where applicable.

We will assess the matter and provide the appropriate remedy in accordance with applicable South African law.

Nothing in these Terms & Conditions is intended to exclude or restrict any consumer right that cannot lawfully be excluded.

19. Personalised Products and Change of Mind

Products manufactured, printed, embossed, packaged or otherwise personalised specifically for a customer generally cannot be resold to another customer.

Accordingly, change-of-mind cancellations or returns for personalised products may be restricted where permitted by applicable law.

This does not affect a customer's statutory rights where goods are defective, unsafe or do not comply with applicable legal requirements.

20. Wholesale, Retailer and Reseller Customers

Approved wholesale, retailer and reseller customers may receive separate pricing, discounts, minimum quantities or payment terms.

Unless otherwise agreed in writing, resale customers are responsible for their own resale pricing and for storing and handling Sweetalk products correctly.

Discounts, promotions and account-specific pricing cannot necessarily be combined.

21. Website Information

We make reasonable efforts to ensure that information displayed on www.sweetalk.co.za is accurate.

However, product images are illustrative, and occasional errors may occur in descriptions, availability or pricing.

Where an obvious pricing or technical error occurs, Sweetalk may contact the customer before processing the order and handle the matter in accordance with applicable law.

22. Intellectual Property

Unless otherwise stated, the Sweetalk name, website content, product photography, designs, text and other materials created by Sweetalk remain the intellectual property of Sweetalk or the relevant rights holder.

Customer-owned logos and artwork remain the property of their respective owners.

Sweetalk-created artwork, production layouts, concepts or designs may not be reproduced commercially without permission where Sweetalk owns the relevant rights.

23. Privacy

Personal information supplied to Sweettalk will be processed in accordance with our Privacy Policy and applicable South African data-protection law, including POPIA.

Our Privacy Policy is available on our website.

24. Limitation of Liability

To the maximum extent permitted by applicable law, Sweettalk will not be responsible for indirect or consequential losses resulting from circumstances outside our reasonable control.

Nothing in these Terms & Conditions excludes or limits liability or consumer rights where doing so would be prohibited by South African law.

25. Force Majeure

Sweettalk will not be responsible for delays or failure to perform caused by circumstances reasonably outside our control, including power interruptions, equipment failure, strikes, transport disruption, extreme weather, fire, flooding, supplier disruption, government restrictions or other unforeseen events.

We will take reasonable steps to minimise the effect of such circumstances.

26. South African Law

These Terms & Conditions are governed by the laws of the Republic of South Africa.

Any rights available to consumers under applicable South African legislation, including the Consumer Protection Act and Electronic Communications and Transactions Act where applicable, remain unaffected.

27. Changes to These Terms

Sweettalk may update these Terms & Conditions from time to time.

The version published on our website at the time of an order will apply, subject to any separately agreed written terms.

28. Contact Us

For questions about an order or these Terms & Conditions, please contact:

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Website: www.sweetalk.co.za