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## WEBSITE TERMS OF USE & TERMS OF SALE

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We are the owner of and this is our website. These are our legal terms, including our:

Terms of use - which you agree to by visiting this website;

Terms of sale - which you agree to by checking a check box when you place an order through this website; and

We may change any of these terms at any time by updating this web page.

If you have any questions about our legal terms, please contact us.

### **Terms of use**

1. Licence. We grant you a limited licence to use this website.
2. Breach. We may cancel your licence if you breach any of these terms.
3. Framing. You may not frame this website.
4. Capacity. You agree to these terms on the basis that you have the capacity to visit this website.
5. Accurate information. You promise that you will give this website only accurate information.
6. Ownership. We or our third-party licensors own all rights in this website.
7. Trade marks. All our trademarks are our property and you may not use them without our permission. All other trademarks are their respective owners' property.
8. Restrictions. You may not change, hire out, reverse engineer, or copy this website without our permission.
9. Own risk. You use this website at your own risk and we make no warranties about it.
10. Indemnity. You indemnify us against any liability related to your use of this website.

### **Terms of sale**

1. Introduction. These terms cover any transactions where we provide goods to you through this website.
2. The parties. We are the vendor under these terms. You are the customer under these terms.
3. Duration. These terms commence when you accept them and continue until terminated.
4. Orders. You place orders with us on the following basis: you promise that you have the legal capacity to enter into the transaction; we only conclude an agreement when we dispatch our goods to you; we may cancel any order, but we will refund any money you have paid if we do; we conclude an agreement where you are domiciled; and each order is a separate agreement, but you breach all of them if you breach one.
5. Goods. We sell the goods to you on the following basis:

You will bear the cost and we will choose the way of packaging and delivering the goods unless agreed otherwise; we will do our best to dispatch the goods as soon as possible after you have placed an order, but we are not liable and you may not cancel an order if we do not do so timeously; risks related to the goods pass to you on delivery;

ownership in the goods passes to you on payment of the fees in full; and you have the same rights against us as we have against our suppliers in terms of any warranty attached to the goods or imposed by law.

6. Your data. You own all your data. When you enter your data into the system, you give us a licence to use it to provide the goods. We are not responsible for any of your data stored on our system although we keep all information stored confidential or deleted.

7. Intellectual property. We may own intellectual property rights in our goods and you may not use those rights without our permission. We may prosecute you for any violations of our proprietary rights.

8. Disclaimer. We disclaim all warranties to the extent allowed by applicable law. We are not liable for any defect that you cause.

9. Fees and payment. You will pay us the fees on the due date. You may not withhold payment of any amount due to us for any reason.

10. Direct damages limited. We are only liable to you for any direct damages that the goods may cause up to the total amount of fees that you have paid us for them.

11. Indirect damages excluded. We are not liable for any other losses that the goods may cause you.

12. Breach. Please don't breach your obligations under this agreement. If you do, we have certain rights against you in terms of the law.

13. Termination. We may need to terminate this agreement immediately under certain unlikely circumstances, including if we discontinue the

goods, believe providing the goods could burden or pose a risk to us, have to terminate to comply with a law, or providing the goods has become impractical. If we need to terminate, we will give you as much notice as possible in writing.

14. Resolving disputes. We want to avoid disputes about this agreement and resolve them as quickly as possible. But if there is one, either party may inform the other of it in writing. The parties must first try to negotiate to end the dispute, then enter mediation if negotiation fails, and finally go to arbitration if mediation fails.

15. Notices and domicile. We want to communicate with you effectively about this agreement. For this reason, the parties will send all notices to each other's email addresses and choose their respective street addresses as their service addresses for all legal documents. The parties may change either address on 14 calendar days written notice to the other.

16. Force majeure. Things may happen that prevent you or us from complying with each of our obligations under this agreement. Neither party is responsible for breach of this agreement caused by circumstances beyond its control, but the other party may cancel the agreement on written notice to the other if the circumstances persist for more than 60 calendar days.

17. Entire agreement. The agreement is the entire agreement between the parties on the subject.

18. Changes. If we change this agreement by updating this web page, any changes will only apply to future orders.

19. Governing law. South African law governs this agreement.

20. Jurisdiction. You consent to the jurisdiction of the Magistrate's Court.