

ONLINE SHOPPING TERMS AND CONDITIONS

**SAFOMAR INDUSTRIAL BRANDS PROPRIETARY LIMITED, REGISTRATION NUMBER
1990/002938/07 T/A SIB**

1. INTRODUCTION

- 1.1. Welcome to SIB's website ("Website"). Please take a moment to familiarise yourself with these online shopping terms and conditions ("Terms and Conditions"), including SIB's Standard Terms and Conditions of Sale, our Privacy Policy, Returns Policy and Website Terms of Use which can be found on our Website (collectively referred to as the "Terms") to understand how they apply to you, the customer ("you"/"your"/"customer") and your use of our Website and services ("Services") and any products ("Product/s"/"Goods") that you may order online.
- 1.2. The Website is hosted by Shopify Inc. They provide us with the online e-commerce platform that allows us to provide our Services and sell our Products to you.
- 1.3. THESE TERMS CONTAIN SPECIFIC PROVISIONS TO LIMIT OUR LIABILITY WHICH HAVE BEEN SET OUT IN CAPITAL LETTERS. YOU SHOULD PAY PARTICULAR ATTENTION TO THE TERMS SINCE THEY LIMIT YOUR ABILITY TO RECOVER LOSSES WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF THIS WEBSITE AND OUR SERVICES AND THE PURCHASE OF OUR PRODUCTS.
- 1.4. No provision in the Terms is to be interpreted or construed as excluding or waiving any rights which you may have in terms of the Electronic Communications and Transactions Act 25 of 2002 Act, the Consumer Protection Act No 68 of 2008, as such Acts may be amended from time to time or any other applicable laws.
- 1.5. In the event of any conflict or inconsistency between the Terms and Conditions hereof and any of the other Terms, these Terms and Conditions shall prevail for online orders.

2. GENERAL CONDITIONS

- 2.1. By agreeing to these Term and Conditions, you represent and warrant that you have legal age and capacity to enter into a binding contract with us.
- 2.2. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our Website. It is your responsibility to check our Website periodically for changes. Your continued use of or access to our Website or the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.
- 2.3. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

- 2.4. You may not use our Products for any illegal or unauthorised purpose, nor may you, in the use of the Service violate any laws. A breach or violation of any of the Terms will result in an immediate termination of the Services.
- 2.5. We reserve the rights to refuse to provide Services or sell Products to anyone for any reason at any time.

3. ONLINE REGISTRATION

- 3.1. Registration as a purchaser on the Website is free and does not oblige you to purchase anything.
- 3.2. Registration and/or use of our Website constitutes your acceptance and agreement to be bound by the Terms. To register you will be required to provide certain personal information which is protected by our Privacy Policy which can be accessed at <https://sib.co.za/policies/privacy-policy>.
- 3.3. When registering with us, you will be required to provide an email address and a password which will be used as your username and password for the Website. Please keep your password private as we accept no liability for any damages suffered or losses incurred from the use or misuse of your account.
- 3.4. In registering as a purchaser, you are required to provide us with current, complete and accurate purchase and account information. By doing so you warrant that the information provided is correct.
- 3.5. Upon acceptance of your registration, you will receive an email confirming your registration as a purchaser on the Website. If you do not receive the email confirmation, you should contact us. Once registered, you will be required to enter your email address and password each time you visit our Website.

4. ACCURACY OF BILLING AND ACCOUNT INFORMATION

- 4.1. You agree to provide current, complete and accurate purchase and account information for all purchases made by you. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.
- 4.2. You hereby indemnify SIB for any consequence/s, of whatsoever nature, as a result of any incorrect billing and account information which you may have provided to us.

5. PRODUCTS AND ONLINE SALES

- 5.1. You will be charged the prices that are reflected on our Website, subject to Product availability.
- 5.2. All Product sales and promotions displayed on our Website are subject to availability.
- 5.3. All prices shown on our Website are in South African Rands (ZAR) and are exclusive of Value-Added Tax.

- 5.4. Online sales / special promotions, if any, may be subject to certain conditions, including stock availability and are only valid for the period as stipulated in the campaign. No exceptions or discounts for late orders or orders placed after the sale / special promotion has ended.
- 5.5. As the actual colours you see will depend on your computer's monitor, we cannot guarantee that your monitor's display of any colour will be accurate.
- 5.6. We have made every effort to display as accurately as possible the colours, images and descriptions of the Products that appear on the Website, however, the actual Product delivered may be subject to variations in appearance, as the Product's packaging/colour may differ over time. SIB will not accept responsibility for any variations in Product appearance or colour differences that are not factory faults. In purchasing from SIB, you agree to accept the small risk that there will be a slight variation between the actual Product and the Product representation on our Website.
- 5.7. It remains your responsibility to ensure that the Product you ordered is correct and the Product description and/or model number will always overrule any related images when resolving a dispute about a Product.
- 5.8. Upon delivery and/or collection of the Product/s you should inspect the Product/s to satisfy yourself of the nature and quantity of the Product/s. Please review our Returns Policy at <https://sib.co.za/policies/refund-policy> or contact us on sales@sib.co.za should there be any issues with your order.
- 5.9. Images of Products may include ancillary items which are sold separately and you will be required to place an additional order for such ancillary items.
- 5.10. We may suggest, from time to time, related Products to the Product that you are viewing on the Website. These related Products are only indicative and not an exhaustive list and/or compulsory to purchase. We shall not be liable in the event that you purchase a related Product which you do not require and/or is not suitable for your specific requirements.

6. MODIFICATIONS TO THE SERVICE AND PRICES

- 6.1. Prices for our Products are subject to change without notice.
- 6.2. We reserve the right to discontinue or change the specifications and/or prices of our Products, sales and promotions, or the Services (or any part or content thereof), from time to time without notice, at SIB's sole discretion.
- 6.3. WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD-PARTY FOR ANY MODIFICATION, PRICE CHANGE, SUSPENSION OR DISCONTINUANCE OF THE SERVICE.

7. CONFIRMATION OF ORDERS

- 7.1. An order is deemed to be accepted when you receive an order confirmation email and will thereafter be processed and delivered.

7.2. We reserve the right but are not obligated to limit the sales of our Products or Services to any individual person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the rights to limit the quantities of any Products or Services.

8. PAYMENT CANCELLATION / ORDER CANCELLATION

8.1. If you cancel your payment for any reason, or if your payment card should cease to be valid for whatever reason, you will remain liable for the full purchase price, including all related costs.

8.2. SIB reserves the right to cancel any order and/or customer registration in the event of a breach of any of SIB's Terms.

9. RETURNS AND EXCEPTIONS TO RETURNS

9.1. If you are not satisfied with the Products delivered, you may return such Products subject to our Returns Policy which can be accessed at <https://sib.co.za/policies/refund-policy>.

9.2. Please familiarise yourself with our Returns Policy before making any purchases.

9.3. PLEASE BE AWARE THAT PAINT MIXES ARE SPECIALLY MIXED COLOURS AND ARE SOLD ON A NON-REFUNDABLE BASIS. ACCORDINGLY, THESE ITEMS MAY NOT BE RETURNED NOR EXCHANGED, UNDER ANY CIRCUMSTANCES WHATSOEVER. IT IS YOUR DUTY TO CHECK THE COLOUR OF THE ITEMS UPON RECEIPT TO ENSURE CORRECT COLOUR SHADE OF THE PAINT MIXES. PLEASE MIX BEFORE APPLICATION. WHILE WE ARE VERY CAREFUL IN THE PROCESS, WE MAY NOT BE HELD LIABLE FOR ANY INCORRECT COLOUR MATCHING.

10. PAYMENT OPTIONS ACCEPTED

10.1. Payment will be made via the Peach Payment and/or Pay Just Now gateways by Visa, MasterCard, Diners or American Express Cards; or with Payflex, SnapScan or Instant Eft.

10.2. Payment can also be made by bank transfer into SIB's bank account, the details of which will be provided on request; or by cash deposit at your nearest branch.

11. CARD ACQUIRING AND SECURITY

11.1. Card transactions will be acquired for SIB via Peach Payments and/or Pay Just Now.

11.2. Users may go to the respective websites to view the respective security certificates and policies.

12. MERCHANT OUTLET COUNTRY AND TRANSACTION CURRENCY

12.1. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

13. DELIVERY

13.1. Orders will be dispatched via our delivery partners or our delivery personnel.

13.2. By placing your order, you accept that the Products will be delivered to any person at the delivery address. We do not have to prove that you personally received the Products, but rather that any person at the delivery address signed for the delivery.

13.3. SIB reserves the right to defer a delivery date or to cancel the customer's order or reduce the number of the Products ordered, if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control, including but not limited to acts of God, government action, war, national emergency, acts of terrorism, strikes or other labour disputes, natural disaster destruction or damage of premises, failure of third parties to deliver Products, or supplier, transport or problems. SIB shall be relieved of its obligations and liabilities for as long as such fulfilment is prevented.

13.4. Shipping rates can be found on our Website and are subject to change from time to time.

14. GUARANTEE AND EXCLUSION OF LIABILITY

14.1. IT IS FOR YOU TO SATISFY YOURSELF OF THE SUITABILITY OF THE PRODUCTS FOR ITS OWN PARTICULAR PURPOSE. ACCORDINGLY, SIB GIVES NO WARRANTY AS TO THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OR CONDITION (STATUTORY OR OTHERWISE) IS EXCLUDED EXCEPT IN SO FAR AS SUCH EXCLUSION IS PREVENTED BY LAW. PRODUCTS ARE WARRANTED TO ACCORD WITH NORMAL INDUSTRIAL QUALITY. ALL OTHER WARRANTIES OR CONDITIONS AS TO QUALITY OR DESCRIPTION (STATUTORY OR OTHERWISE) ARE EXCLUDED EXCEPT IN SO FAR AS SUCH EXCLUSION IS PREVENTED BY LAW.

14.2. SIB GIVES NO ASSURANCE OR GUARANTEE THAT THE SALE OR USE OF THE PRODUCTS MANUFACTURED OR SUPPLIED BY THIRD PARTIES WILL NOT INFRINGE THE PATENT, COPYRIGHT OR OTHER INDUSTRIAL PROPERTY RIGHTS OF ANY OTHER PERSON, FIRM OR COMPANY; AND THE OBLIGATIONS OF SIB RELATING TO DEFECTS IN SUCH GOODS ARE LIMITED TO THE GUARANTEE (IF ANY) WHICH SIB RECEIVES FROM THE MANUFACTURER OR SUPPLIER OF SUCH GOODS.

14.3. SIB SHALL NOT BE LIABLE IN RESPECT OF CLAIMS ARISING BY REASON OF DEATH OR PERSONAL INJURY EXCEPT IN SO FAR AS THE DEATH OR INJURY IS ATTRIBUTABLE TO SIB'S NEGLIGENCE IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT. FURTHER, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL SIB BE LIABLE FOR LOSSES SPECIAL TO THE PARTICULAR CIRCUMSTANCES OF THE CUSTOMER, INDIRECT LOSSES, WORK REQUIRED IN CONNECTION WITH THE

INSTALLATION, REPAIR OR REMOVAL OF THE PRODUCTS OR SUBSTITUTED GOODS, LOSS OF PROFITS, DAMAGE TO PROPERTY OR WASTED EXPENDITURE.

14.4. NOTWITHSTANDING THE FOREGOING, SIB HEREBY ASSIGNS THE CUSTOMER ANY ASSIGNABLE WARRANTY APPROVAL TO THESE TERMS TO WHICH SIB IS ENTITLED OF ANY KIND FROM SIB TO THE CUSTOMER OF ANY SUCH WARRANTY.

14.5. WITHOUT PREJUDICE TO CONDITION 14.2, WHERE PRODUCTS ARE SUPPLIED FOR THE PURPOSE OF A BUSINESS, SIB'S LIABILITY, WHETHER IN RESPECT OF ONE CLAIM OR THE AGGREGATE OF VARIOUS CLAIMS (OTHER THAN CLAIMS FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT THE SAME IS CAUSED BY SIB'S NEGLIGENCE), SHALL NOT EXCEED THE CONTRACT PRICE OF THE APPLICABLE ORDER AND THE CUSTOMER AGREES TO INSURE ADEQUATELY TO COVER CLAIMS IN EXCESS OF SUCH AMOUNT.

15. INDEMNITY AND WAIVER

15.1. YOU HEREBY INDEMNIFY AND HOLD SIB HARMLESS IN RESPECT OF ANY CLAIM OR ACTION THAT MAY BE INSTITUTED BY ANY THIRD PARTY AGAINST SIB FOR ANY LOSS OR DAMAGES THAT MAY BE SUFFERED BY, OR ANY EXPENSE THAT MAY BE INCURRED BY SIB ARISING OUT OF ANY ACT OR OMISSION THAT MAY BE COMMITTED BY YOU ARISING FROM YOUR PURCHASE OF THE PRODUCTS OR USE OF THE SERVICES; AND

15.2. YOU HEREBY WAIVE ANY CLAIM WHICH YOU MAY HAVE AGAINST SIB ARISING OUT OF ANY LOSS OR DAMAGE WHICH YOU MAY SUFFER OR ANY EXPENSE THAT YOU MAY INCUR AS A RESULT OF (I) ANY ACT OR OMISSION COMMITTED BY SIB, OTHER THAN THAT CAUSED BY GROSS NEGLIGENCE ON THE PART OF SIB; OR (II) ANY ACT OR OMISSION OF THE CUSTOMER AS A RESULT OF THE USE OF THE PRODUCTS OR PROVISION OF THE SERVICES.

15.3. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SIB AND OUR SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, LICENSORS, SERVICE PROVIDERS, SUBCONTRACTORS, SUPPLIERS, AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING ATTORNEYS' FEES ON AN ATTORNEY CLIENT SCALE, MADE BY ANY THIRD-PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THE TERMS OR THE DOCUMENTS THEY INCORPORATE BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD-PARTY.

16. INTELLECTUAL PROPERTY

16.1. All rights, including copyright, trade mark and other intellectual property rights embodied in any logos, text, images, video, audio or other material on our Website are owned by or licensed to us. Unauthorised use, reproduction, modification and/or distribution of the content thereof is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights.

17. PERSONAL INFORMATION

- 17.1. Your submission of personal information through our Website is governed by our Privacy Policy, which can be viewed at <https://sib.co.za/policies/privacy-policy>.
- 17.2. SIB shall take all reasonable steps to protect the personal information of its customers. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA) and the Protection of Personal Information Act (PPI Act, POPIA). The PAIA and POPIA may be downloaded from: <http://www.lawsouthafrica.up.ac.za/index.php/current-legislation>.

18. LEGAL SERVICE OF DOCUMENTS AND NOTICES

- 18.1. We choose the following addresses set out in clause 18.1.1 below for all communication purposes under these Terms and Conditions and Terms, whether in respect of court process, notices or other documents or communications of whatsoever nature.
- 18.1.1. Physical Address: Block C, 2 Avalon Road, Westlake View,
Longmeadow Blvd,
Johannesburg,
1609
Email Address: sales@sib.co.za
For the attention: SIB Management
- 18.2. You agree that we may, but are not obliged to, serve notices or other documents or communications on you using your email address. In such cases, you agree further that our notices or other documents or communications will be deemed to have been served on you no later than 24 hours after the notices or other documents or communications were sent.
- 18.3. A party shall be entitled to amend its addresses as mentioned above, by giving 7 (Seven) days written notice to that effect to the other party.
- 18.4. Any notice or communication required or permitted to be given in terms of this offer to purchase shall only be valid and effective if it is in writing.

19. TERMINATION

- 19.1. These Terms and Conditions are effective unless and until terminated by either you or us, as contemplated in this agreement. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our Website. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

19.2. If in our sole judgment you fail, or we suspect that you have failed, to comply with any provision of the Terms, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

20. GOVERNING LAW AND JURISDICTION

20.1. The Terms are governed by and construed in accordance with the laws in force in the Republic of South Africa, and the customer consents to the jurisdiction of the South Gauteng High Court in the event of any dispute arising from or connected to the use of this Website and the Services and the purchase of the Products.

21. GENERAL

21.1. The Terms set out the general rules and policies governing your use of our Website and the Services. Depending on your activities when visiting our Website, you may be required to agree to additional terms and conditions.

21.2. Further information regarding the business conducted by SIB is to be found on SIB's home page at www.sib.co.za.

21.3. The Terms constitute the entire agreement between the parties in respect of the subject matter hereof.

21.4. In the event of the invalidity of any part or portion of the Terms for any reason whatsoever, such invalidity shall not affect the validity or enforceability of any other part or provision of the Terms, and such invalid part or portion shall be deemed to have been struck out of the Terms.

21.5. No waiver by SIB in respect of the user's actions or omissions with regard to any breach, failure or default in performance by the user, and no failure, refusal or neglect by SIB to exercise any right hereunder or to insist upon strict compliance with or performance of the user's obligations under the Terms, shall constitute a waiver of the provisions hereof, and SIB may at any time require strict compliance with the provisions hereof.

21.6. The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract shall not apply.

21.7. Should you require any further information in respect of our Terms please contact us by e-mailing sales@sib.co.za.