# **WEBSITE TERMS OF USE**

Between:

SAFOMAR INDUSTRIAL BRANDS PROPRIETARY LIMITED, REGISTRATION NUMBER 1990/002938/07 T/A SIB ("SIB") and you (the "User"). Effective October 2023. WHEN YOU ACCESS, BROWSE OR USE OUR WEBSITE, YOU AGREE TO THESE WEBSITE TERMS AND CONDITIONS OF USE. IF YOU DO NOT AGREE TO THESE WEBSITE TERMS AND CONDITIONS OF USE, OR TO ANY CHANGES WE MAY SUBSEQUENTLY MAKE, YOU MUST IMMEDIATELY STOP ACCESSING OUR WEBSITE.

regulate access to and use of this website and our services. Please note that these Terms of Use are valid, binding and enforceable against all persons that access and/or use SIB's website, our services, web pages or any part hereof. The User is automatically bound by these Terms of Use by virtue of accessing this website. OUR TERMS OF USE CONTAIN SPECIFIC PROVISIONS TO LIMIT OUR LIABILITY WHICH HAVE BEEN SET OUT IN CAPITAL LETTERS. The User should pay particular attention to these Terms of Use since they limit the User's ability to recover losses which the User may incur in connection with the use of this website and our services.

The website is hosted by Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

Should you require any further information in respect of our Website Terms of Use, please contact us by e-mailing <a href="mailing-sales@sib.co.za">sales@sib.co.za</a>.

# 1. **DEFINITIONS**

- 1.1. "CPA" means the Consumer Protection Act 68 of 2008;
- 1.2. "**ECT**" means the Electronic Communications and Transactions Act 25 of 2002;
- 1.3. "**POPI**" means the Protection of Personal Information Act 4 of 2013:
- 1.4. "**Privacy Policy**" means the privacy policy adopted by us and which can be found at <a href="https://sib.co.za/policies/privacy-policy">https://sib.co.za/policies/privacy-policy</a>;

- 1.5. "Returns Policy" means the returns policy adopted by us and which can be found at <a href="https://sib.co.za/policies/refund-policy">https://sib.co.za/policies/refund-policy</a>;
- 1.6. "Services" means the services made available by us via the website that being: -
  - 1.6.1. to provide our Users with a platform to view SIB's products, place orders and to engage with us via our website,
  - 1.6.2. any other service which may be made available by us via the website from time to time;
- 1.7. "**Terms and Conditions**" means SIB's online shopping terms and conditions found at <a href="https://sib.co.za/policies/termsandcondtions">https://sib.co.za/policies/termsandcondtions</a> and SIB's Standard Terms and Conditions of Sale found at <a href="https://www.sib.co.za">www.sib.co.za</a>.
- 1.8. "Website" means the website which is accessible at www.sib.co.za.

### 2. OWNERSHIP

This Website and its current and future content are the property of, and all proprietary rights therein, vest in SIB alternatively are licensed to SIB. The User acknowledges that ownership of all intellectual property rights, including the trademarks indicated on the Website (whether registered or not), vest in SIB or its licensors, and that it is not authorized to use, amend or exploit any of the intellectual property rights, including the trademarks in any manner whatsoever. The User furthermore acknowledges that the information and documentation contained in this Website is the proprietary information and copyrighted material of SIB or is licensed to SIB and that no party is entitled to use or exploit in any manner whatsoever, any of the proprietary information or copyrighted material of SIB without the prior written consent of SIB. The User shall not, other than for his/her/its personal and non-commercial use (a) store on his/her/its computer or server, or print copies of extracts from this Website; (b) mirror or cache information provided via this Website on his/her/its own server or other computer or other storage facility of whatsoever nature; or (c) copy, adapt, modify or re-use the text or graphics from this Website, without the prior written consent of SIB, which consent is at our sole discretion.

# 3. NO IMPROPER USE OR UNLAWFUL CONDUCT

The User agrees that he/she/it will only use this Website and the information contained herein in respect of the specific purposes for which it is created. The User

hereby agrees not to use this Website for any purpose that is unlawful, improper or prohibited by these Website Terms of Use. Improper actions include, but are not limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the Republic of South Africa and/or foreign territories in which the User resides or conducts business; activities designed to encourage unlawful behavior by others; the invasion of the privacy of a third party; racially, ethnically, or otherwise objectionable behavior; activities which could disrupt or interfere with the security of, or otherwise cause harm to any system resources, servers or networks connected to or accessible through such feature or any affiliated or linked sites; and activities designed to impersonate the identity of a third party.

#### 4. PERSONAL INFORMATION

Any personal information which may be provided to SIB through this Website will be processed in accordance with POPI. Details of the processing of personal information are contained in SIB's Privacy Policy. The processing of personal information which may be collected through interactive communications facilitated by this Website, is subject to the Privacy Policy published on this Website.

# 5. **NO WARRANTY**

Except as expressly provided otherwise in a written agreement between the User and SIB for any warranty, condition, representation or term to the extent to which the same cannot or may not be excluded or limited by any applicable laws; this Website and all information contained herein are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, SIB makes no warranty that (a) the Website and any information contained herein will meet the User's requirements, (b) the Website and/or the Services will be uninterrupted, timely, secure, virus-free or error-free; or will be compatible with other software or applications to be used with or applied to, (d) the quality of the Website or any information contained herein will meet the User's expectations and (e) any errors in any software obtained from or used through the Website and any defects in the Website, will be corrected.

### 6. **INDEMNITY**

The User hereby indemnifies and holds SIB, and its subsidiaries, affiliates, officers, agents, partners, employees, licensors and service providers harmless from any claim or demand, including attorneys and own client costs, made by any third party due to or arising out of: (a) the User's use of the Website and/or the Services; (b) the User's violation of these Website Terms of Use and/or the Terms and Conditions and/or the Privacy Policy and/or the Returns Policy; or (c) the User's violation of any law, rule or regulation or the rights of any other person or entity.

### 7. **DISCLAIMER AND THE EXCLUSION OF LIABILTY**

- 7.1. YOUR USE OF THIS WEBSITE, THE WEBSITE CONTENT AND THE SERVICES IS ENTIRELY AT YOUR OWN RISK.
- 7.2. SUBJECT TO THE PROVISIONS OF POPI, THE CPA AND THE ECT AND TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, WILL SIB, ITS SUBSIDIARIES, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, OR PARTNERS BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGES WHATSOEVER, ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF OR RELIANCE ON THIS WEBSITE AND/OR THE SERVICES PROVIDED OR ANY INFORMATION CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND, WHETHER OR NOT SIB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM THE LOSS OF USE, DATA OR PROFITS, VIRUSES OR WORMS, THE INABILITY TO USE THE WEBSITE, THE SERVICES OR ANY INFORMATION HEREIN, THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH WEBSITE OR INFORMATION OR ANY DEALINGS WITH VENDORS OR OTHER THIRD PARTIES, ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE OR ANY THIRD PARTY WEBSITE REFERENCED OR LINKED TO FROM THE WEBSITE.
- 7.3. TO THE FULLEST EXTENT ALLOWED BY LAW AND SUBJECT TO THE PROVISIONS OF POPI AND THE ECT, IF ANY OF THE LIMITATIONS OR EXCLUSIONS OF OUR LIABILITY IN THESE TERMS OF USE ARE HELD BY ANY COMPETENT COURT, ARBITRATOR OR AUTHORITY TO BE INVALID OR UNENFORCEABLE, IN NO EVENT WILL OUR TOTAL CUMULATIVE LIABILITY TO YOU EXCEED R100.

#### 8. THIRD PARTY SITES

- 8.1. This Website may make available by references or links to other services, service providers, dealings, websites and/or web pages operated by third parties offering material, information, and online services (the "Third Party Service"). The use of the Third Party Services and the use of information collected by the operators of such services / sites are governed by the terms of use and privacy policies found at such sites. Third Party Services are made available only as a convenience, and the inclusion within the Website of any link to a Third Party Service does not imply endorsement by SIB of the operator of such site or any association between SIB and such operator. Any direct dealings between the User and any third party in connection with a Third Party Service, including the delivery of and payment for goods and services and any other terms, conditions, warranties or representations associated with such dealings, are solely between the User and such third party or the operator of such site.
- 8.2. Subject to the provisions of POPI and the ECT Act and to the fullest extent allowed by law, your use of the other websites or the products or services of third parties is entirely at your own risk. SIB is not responsible or liable for the direct or indirect consequences of your navigating to any other website from our Website.
- 8.3. We are not responsible for examining or evaluating the content or accuracy of third-party sites and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-party sites. Please carefully review the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### 9. **LINKING**

You shall not make (and may not permit any third-party to make) any reference to us, the Website or the Website content, whether by way of a link or otherwise, where the reference could, in any way, be interpreted as an endorsement, affiliation or recommendation by us in relation to you or a third party or of the services, products or opinions of a third party, without our prior written consent, which consent is at our sole discretion. We reserve the right to withdraw any linking permission without notice.

#### 10. ACCURACY OF INFORMATION

- 10.1. The User undertakes that the information he/she/it submits to SIB is accurate in all respects.
- 10.2. This Website and any information herein, including the Services, may include technical or other mistakes, inaccuracies, typographical errors, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or from the Services is inaccurate at any time without prior notice (including after you have submitted your order). The information contained on the Website may be out of date, and SIB gives no undertaking of any manner whatsoever to update such information. SIB ACCEPTS NO LIABILITY AND SHALL NOT BE LIABLE FOR ANY MISTAKES, INACCURACIES OR OMISSIONS OF INFORMATION ON THE WEBSITE OR FROM THE SERVICES AND ANY DECISIONS MADE BY THE USER, BASED ON INFORMATION AND OPINIONS CONTAINED ON THE WEBSITE AND/OR FROM THE SERVICES, ARE THE SOLE RESPONSIBILITY OF THE USER.

# 11. **MODIFICATION**

- 11.1. SIB reserves the right, in its sole discretion, to: (a) change these Terms of Use without notice to the User; (b) change the content available on the Website; (c) discontinue any aspect of the Website; and/or (d) delete the Website; (e) modify or discontinue the Services (or any part thereof) without notice to the User.
- 11.2. SIB shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Website or the Services.
- 11.3. The User is responsible for reviewing these Terms of Use each time he/she/it uses the Website. You should check the title of the document to see the latest version in force. The User's continued use of the Website constitutes the User's agreement to the then current Terms of Use.

### 12. DISPUTES REGARDING THE CONTENT OF THE WEBSITE

In the event of a dispute as to the content of these Terms of Use at any time, a certificate signed by the administrator responsible for maintaining the Website shall

be *prima facie* proof of the date of publication and content of the current version and all previous versions of these Terms of Use.

# 13. **TERMINATION**

- 13.1. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you cease using our Website.
- 13.2. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, 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).