

K AND F INDUSTRIES PROPRIETARY LIMITED

(registration number: 1996/000806/07)

(hereinafter referred to as "K & F")

Your use of this website indicates your understanding and acceptance of these terms and conditions and your agreement to adhere to and be bound by them. If you do not agree to these terms and conditions, then please leave this website immediately.

ONLINE TERMS AND CONDITIONS OF USE

between (i) K & F and (ii) you.

1. Legal Capacity, Disclaimer and Exclusion of Liability

1.1. **You hereby warrant to K & F that you have the required legal capacity to be bound by these terms and conditions.**

1.2. **You expressly agree that the use of this website and the internet is entirely at your own risk.**

1.3. **While every care has been taken, we make no representations and/or warranties (express or implied) as to the accuracy, completeness, suitability or reliability of any information, data and/or content shown or displayed on this website.**

1.4. **K & F shall under no circumstances be liable to you, or to any third party, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever sustained by you by reason of your use of this website.**

2. Privacy Policy and Personal Information

2.1. **You acknowledge that, when accessing and utilising this website, K & F will gain access to your personal information.**

2.2. K & F is committed to protecting your privacy. All information gathered on this website is used to personally identify you and to inform you of sales and special offers.

2.3. You consent to your personal information being used or disclosed to third parties for communication purposes; statistical and data analysis; to improve and develop this website and/or K & F's products/services; to analyse the effectiveness of this website and/or K & F's products/services; for marketing and/or promotions; or if required by law. Should you wish to withdraw this consent, please notify us via electronic mail to: info@kandfindustries.co.za.

2.4. Despite the fact that K & F will take reasonable steps to protect your personal information, there is no absolute secure transmission of data on the internet. **K & F accordingly does not warrant the absolute security of any information that you may transmit to K & F or which K & F may submit to you.**

3. Closing, Suspending or Limiting this Website

K & F may change, suspend or close this website temporarily or permanently without notice. K & F may also limit certain products, services, features or functions, and may restrict access to all or parts of any product or service on this website.

#### 4. Intellectual Property

- 4.1. All copyright, intellectual property and proprietary rights in and to all content published on this website, including trade marks, logos and names, vest solely in K & F.
- 4.2. K & F may make changes to this website, its content, or to products/services offered through this website at any time without notice.
- 4.3. You are not granted any licence or any other right, including under copyright, trade mark or any other intellectual property right in, or to, the content of this website.
- 4.4. You are not authorised to use, amend or exploit any of the intellectual property rights, include the trademarks, in any manner whatsoever, nor are you allowed to copy or use the content of this website.
- 4.5. This website, the content hereof and the trademarks, products and online services herein are the property of K & F and all proprietary rights herein vest in K & F and/or its affiliates.
- 4.6. All copyright subsisting in this website and its products vest exclusively in K & F and/or its affiliates.

#### 5. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of the Republic of South Africa. These terms and conditions are subject to the provisions of the Electronic Communications and Transactions Act 25 of 2002 (the Act) and any of these terms and conditions which conflict with any compulsory provisions of the Act will be deemed to have been modified so as to comply with such provisions of the Act.

#### 6. Jurisdiction

You hereby consent and submit to the jurisdiction of the High Court of South Africa, Eastern Cape Local Division, Port Elizabeth in respect of any legal proceedings instituted in connection with your use of this website.

#### 7. Domicilium

- 7.1. You hereby choose as your *domicilium* the physical address, electronic mail address and mobile number provided to K & F.
- 7.2. K & F chooses as its *domicilium* the following addresses: 30 Bird Street, Central, Port Elizabeth, South Africa and plz@mazars.co.za.

#### 8. General

- 8.1. These terms and conditions constitute the sole record of the agreement between you and K & F.
- 8.2. All provisions of these terms and conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms which is, or becomes, unenforceable, whether due to voidness, invalidity, illegality, unlawfulness, or for any reason whatever, shall only to the extent that it is so unenforceable be treated as *pro non scripto* and the remaining provisions of these terms and conditions shall remain in full force and effect.
- 8.3. No addition to, variation or cancellation of any provision in these terms and conditions, including this provision, shall be of any force or effect unless reduced to writing and disclosed on this website.