

WEBSITE TERMS AND CONDITIONS OF USE**1. INTRODUCTION**

- 1.1 This document sets out the terms and conditions (“Terms”) of Bizerba Southern Africa (Pty) Ltd (“Bizerba SA” and/or “our” and/or “we”) pertaining to the access and use of the information, products, services and functions provided on www.bizerba.co.za (“Website”).
- 1.2 Bizerba SA is a private company with limited liability, duly incorporated in accordance with the company laws of the Republic South Africa under company registration number 2014/086793/07 and having its registered head office, alternatively principal place of business at Unit 46 M5 Freeway Park, corner Upper Camp and Berkley Roads, Maitland, Cape Town, Western Cape, South Africa.
- 1.3 Should any person that accesses the Website (“User”) disagree with any of the Terms, the User must refrain from accessing the Website and/or using our services.
- 1.4 Bizerba SA reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a User accesses the Website and/or uses the services, the User shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by Bizerba SA from time to time. If the User is not satisfied with the amended Terms, it should refrain from using the Website.
- 1.5 We will, however, give the User prior notice where we have collected personal information from the User and the purpose for which we collected that information, is affected by the intended amendment.

2. CONTENT OF THE WEBSITE

- 2.1 Bizerba SA reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.
- 2.2 Bizerba SA reserves the right to change and amend the services, products, prices and rates quoted on the Website from time to time without notice.

2.3 Bizerba SA may use the services of third parties to provide information on the Website. Bizerba SA has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The User agrees that such information is provided “as is” and that Bizerba SA and its online partners shall not be liable for any losses or damages that may arise from the User's reliance on it, howsoever these may arise.

2.4 Bizerba SA makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:

2.4.1 Bizerba SA does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Bizerba SA expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;

2.4.2 whilst Bizerba SA has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the User's system; and

2.4.3 Bizerba SA disclaims any responsibility for the verification of any claims. Information published on the Website may be done so in the format in which Bizerba SA receives it and statements from external parties are accepted as fact.

3. THIRD PARTY WEBSITES AND THIRD PARTY CONTENT

3.1 Bizerba SA may provide links to third party websites on the Website. These links are provided to the User for convenience purposes only and Bizerba SA does not endorse, nor does the inclusion of any link imply Bizerba SA's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.

3.2 While Bizerba SA tries to provide links only to reputable websites or online partners, Bizerba SA cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of

Bizerba SA. Bizerba SA is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.

- 3.3 The User agrees that Bizerba SA shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that the User may have with any linked websites, including advertisers, found on the Website, are solely between the User and the third party website.

4. USAGE RESTRICTIONS

- 4.1 The User hereby agrees that it shall not itself, nor through a third party:

- 4.1.1 copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- 4.1.2 decompile, disassemble or reverse engineer any portion of the Website;
- 4.1.3 write and/or develop any derivative of the Website or any other software program based on the Website;
- 4.1.4 modify or enhance the Website. In the event of a User effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of Bizerba SA;
- 4.1.5 provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the User, without Bizerba SA's prior written consent;
- 4.1.6 remove any identification, trademark, copyright or other notices from the Website;
- 4.1.7 post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is

unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or

4.1.8 notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

5. SECURITY

5.1 In order to ensure the security and reliable operation of the services to all Bizerba SA's Users, Bizerba SA hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.

5.2 The User may not utilise the Website in any manner which may compromise the security of Bizerba SA's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Furthermore, should Bizerba SA suffer any damage or loss, civil damages shall be claimed by Bizerba SA against the User.

5.3 Any User who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Bizerba SA and its affiliates, agents and/or partners.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 For the purpose of this clause, "Intellectual Property Rights" means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by Bizerba SA, now or in the future, including without limitation, Bizerba SA's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.

- 6.2 All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website (“proprietary material”), are the property of, or are licensed to, Bizerba SA and as such are protected from infringement by local and international legislation and treaties.
- 6.3 By submitting reviews, comments and/or any other content (other than the User’s personal information) to Bizerba SA for posting on the Website, the User automatically grants Bizerba SA and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, the User retains any and all rights that may exist in such content.
- 6.4 All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in the Website is granted to the User.
- 6.5 Except with Bizerba SA's express written permission, no proprietary material from the Website may be copied or retransmitted.
- 6.6 Irrespective of the existence of copyright, the User acknowledges that Bizerba SA is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the User has no right, title or interest in any such material.
- 6.7 Bizerba SA authorises the User only to view, copy, temporarily download to a local drive and to print the content of the Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

7. RISK, LIMITATION OF LIABILITY AND INDEMNITY

- 7.1 The User's use of the Website and the information contained on the Website is entirely at the User's own risk and the User assumes full responsibility and risk of loss resulting from the use thereof.
- 7.2 The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The User bears all risk of transmitting

information in this manner. Under no circumstances shall Bizerba SA be liable for any loss, harm, or damage suffered by the User as a result thereof. Bizerba SA reserves the right to request independent verification of any information transmitted via e-mail and the User consents to such verification should Bizerba SA deem it necessary.

7.3 To the extent permissible by law:

7.3.1 Neither Bizerba SA, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the Website or any functionality thereof, or the information contained on the Website, or of any linked website, even if Bizerba SA knows or should reasonably have known or is expressly advised thereof.

7.3.2 The liability of Bizerba SA for faulty execution of the Website as well as all damages suffered by the User, whether direct or indirect, as a result of the malfunctioning of the Website shall be limited to Bizerba SA rectifying the malfunction, within a reasonable time and free of charge, provided that Bizerba SA is notified immediately of the damage or faulty execution of the Website. This liability shall fall away and be expressly excluded if the User attempts to correct or allows third parties to correct or attempt to correct the Website without the prior written approval of Bizerba SA. However in no event shall Bizerba SA be liable to the User for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.

7.3.3 The User hereby unconditionally and irrevocably indemnifies Bizerba SA and agrees to hold Bizerba SA free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Bizerba SA or instituted against Bizerba SA as a direct or indirect result of:

7.3.3.1 the User's use of the Website;

- 7.3.3.2 software, programs and support services supplied by, obtained by or modified by the User or any third party without the consent or knowledge of Bizerba SA;
 - 7.3.3.3 the User's failure to comply with any of the terms or any other requirements which Bizerba SA may impose from time to time;
 - 7.3.3.4 the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or
 - 7.3.3.5 any unavailability of, or interruption in, the service which is beyond the control of Bizerba SA.
- 7.4 Bizerba SA makes no warranty or representation as to the availability, accuracy or completeness of the content of the Website. The User expressly waives and renounces all rights of whatever nature that it may have against Bizerba SA for any loss suffered by the User, as a result of information supplied by Bizerba SA being incorrect, incomplete or inaccurate.

8. CONFIDENTIALITY

- 8.1 By subscribing as a User, the User agrees that it shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the products and/or services offered by Bizerba SA. The User shall notify Bizerba SA should it discover any loss or unauthorised disclosure of the information.
- 8.2 Any information or material sent to Bizerba SA will be deemed not to be confidential, unless otherwise agreed in writing by the User and Bizerba SA.

9. BREACH AND CANCELLATION

- 9.1 Bizerba SA is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such User use of the Website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to Bizerba SA's right to claim damages, should any User:
 - 9.1.1 breach any of these Terms;

9.1.2 in the sole discretion of Bizerba SA, use the Website in an unauthorised manner; or

9.1.3 infringe any statute, regulation, ordinance or law.

9.2 Breach of these Terms entitles Bizerba SA to take legal action without prior notice to the User and the User agrees to reimburse the costs associated with such legal action to Bizerba SA on an attorney and own client scale.

10. APPLICABLE LAW

10.1 These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa, without giving effect to the principles of the conflicts of laws.

10.2 The User irrevocably and unconditionally consents to the jurisdiction of the courts of the Republic of South Africa in regard to all matters arising from these Terms or the User's use of the Website.

11. COMPLIANCE WITH LAWS

The User shall comply with all applicable laws, statues, ordinances and regulations pertaining to its use of and access to the Website.

12. NOTICES

12.1 Except as explicitly stated otherwise, any notices shall be given by email to marketing@bizerba.com (in the case of Bizerba SA) or to the e-mail address the User has provided to Bizerba SA or such other address that has been specified.

12.2 Notice shall be deemed given 48 (forty eight) hours after an email is sent, unless the sending party is notified that the email address is invalid.

12.3 Alternatively, Bizerba SA may give the User notice by registered mail, postage prepaid and return receipt requested, to the address which the User provided to Bizerba SA. In such case, notice shall be deemed given 7 (seven) days after the date of mailing.

12.4 The User acknowledges that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be “in writing”.

12.5 Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

13. GENERAL

13.1 The Website is controlled, operated and administered by Bizerba SA from its offices within the Republic of South Africa.

13.2 Bizerba SA makes no representation that the content of the Website is appropriate or available for use outside of South Africa.

13.3 Access to the Website from territories or countries where the content of the Website is illegal is prohibited.

13.4 Users may not use the Website in violation of South African export laws and regulations. If the User accesses the Website from locations outside of South Africa, that User is responsible for compliance with all local laws.

13.5 Bizerba SA does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Website may be interfered with as a result of a number of factors which are outside of our control.

13.6 If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.

13.7 Bizerba SA's failure to act with respect to a breach by the User or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.

13.8 The User shall not be entitled to cede or assign its rights or delegate its obligations in terms of these Terms to any third party without the prior written consent of Bizerba SA.

- 13.9 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 13.10 The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 13.11 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 13.12 These Terms set forth the entire understanding and agreement between Bizerba SA and the User with respect to the subject matter hereof.