

# STANDARD TERMS AND CONDITIONS

## STANDARD TERMS AND CONDITIONS (“the Terms and Conditions”)

### 1. DEFINITIONS

- 1.1. “Company” shall mean BEE LOVETT (Pty) Ltd, Registration number \_\_\_\_\_, hereinafter referred to as (“Bee Lovett”);
- 1.2. “Customer” shall mean the party using and/or accessing the Website;
- 1.3. “Parties” shall mean the Customer and the Company or either of them as the context may require.
- 1.4. “goods” shall mean all the tangible products available on the Company’s website, which can be purchased by the Customer.
- 1.5. “Website” shall mean [www.beelovett.com](http://www.beelovett.com)

### 2. AGREEMENT

#### 2.1. The Customer agrees that:-

- 2.1.1. The Website is operated by the Company. The company offers the website including all information, tools and services available from the website to the Customer.
- 2.1.2. By accessing the website and/or purchasing from the website, the Customer engage in the services of the Company, and will these Terms and Conditions be binding and enforceable against every Customer who accesses or uses the Website.
- 2.1.3. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants and/or contributors of content.
- 2.1.4. It is the responsibility of the Customer to ensure that they familiarise themselves with these Terms and Conditions before accessing the Website.
- 2.1.5. By accessing or using any part of the Website the Customer shall be deemed to have accepted the Terms and Conditions unconditionally.
- 2.1.6. If the Customer do not agree with the Terms and Conditions, the Customer should not access and/or use the Website.
- 2.1.7. Any new features or tools which are added to the website shall also be subject to these Terms and Conditions. The Customer can view the most current version of the Terms and Conditions at any time on the Website.

### 3. USE OF WEBSITE

- 3.1. By agreeing to these Terms and Conditions, the Customer warrants that he/she is at least the age of majority in the state of province where he/she resides and of full legal capacity.
- 3.2. In the event, that the Customer is not the age of majority as per paragraph 3.1 above, the Customer is not of full legal capacity to enter into a legal binding agreement, and may only access and/or use the Website with the supervision of a parent and/or legal guardian, and will the parent and/or legal guardian be bound by these Terms and Conditions and will consequently be liable for the Customer and the Customer’s obligations in terms of these Terms and Conditions.
- 3.3. The Customer may not use the Company’s products for any illegal or unauthorised purpose, nor may the Customer violate any laws in the Customer’s jurisdiction.
- 3.4. The Customer may not transmit any worms or viruses or any code of a destructive nature, and the Customer shall not interfere with the proper working of the Website.
- 3.5. Further, the Customer are prohibited from using the site or its content: (a) for any unlawful

purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate the Company’s intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the website, other websites, or the Internet.

- 3.6. The Company reserves the right to terminate the Customer’s use of the website for violating any of the prohibited uses.
- 3.7. The Company do not guarantee, represent or warrant that the Customer’s use of the website will be uninterrupted, timely, secure or error-free.
- 3.8. The Company do not warrant that the results that may be obtained from the use of the website will be accurate or reliable.
- 3.9. The Customer agree that from time to time the Company may remove the website for indefinite periods of time or cancel the website at any time, without notice to the Customer.
- 3.10. The Customer expressly agree that the Customer’s use of, or inability to use, the website is at the sole risk of the Customer. The website and all products and services delivered to the Customer through the website are (except as expressly stated by the Company) provided ‘as is’ and ‘as available’ for the Customer’s use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

### 4. ERRORS AND OMISSIONS ON WEBSITE

- 4.1. Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. The Company 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 on any related website is inaccurate at any time without prior notice (including after the Customer have submitted an order).
- 4.2. The Company undertakes no obligation to update, amend or clarify information on the website or any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the website or on any related website should be taken to indicate that all on the website or on any related website has been modified or updated.

### 5. CHANGE TO THESE TERMS AND CONDITIONS

- 5.1. The Company may, in its sole discretion, change any of these Terms and Conditions at any time. It is the responsibility of the Customer to regularly check these Terms and Conditions and make sure that the Customer are satisfied

with the changes. Should the Customer not be satisfied, the Customer must not place any further orders on, or in any other way use, the Website.

- 5.2. Any such change will only apply to the Customer's use of this Website after the change is displayed on the Website. If the Customer use the Website after such amended Terms and Conditions have been displayed on the Website, the Customer will be deemed to have accepted such changes.

## 6. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

- 6.1. The Company is not responsible if information made available on the Website is not accurate, complete, or current. The material on the Website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on the Website is at the Customer's own risk.
- 6.2. The Website may contain certain historical information. Historical information, necessarily, is not current and is provided for the Customer's reference only. The Company reserve the right to modify the contents of the Website, at any time, but we have no obligation to update any information on the Website. The Customer agree that it is the Customer's responsibility to monitor changes to the Website.

## 7. MODIFICATION TO SERVICE AND PRICING

- 7.1. Prices of the goods on the Website are subject to change without any prior notice. The Company reserve the right to, at any time modify or discontinue the Service (or any part or content thereof) without notice to the Customer at any time.
- 7.2. The Company shall not be liable to the Customer or to any third-party for any modification, price change, suspension, or discontinuation of the Service.
- 7.3. The Company reserves the right to discontinue any goods and/or services at any time.

## 8. OWNERSHIP

- 8.1. Ownership of all goods sold by the Company to the Customer will remain vested in the Company until the full purchase price owed by the Customer to the Company has been paid in full, if applicable.

## 9. LOCAL AND INTERNATIONAL SHIPPING AND RETURNS

- 9.1. Please refer to our Shipping and Returns Policy, also available on the Website, in order to obtain more information regarding the shipping of goods, return of goods and more specifically refunds, returns and replacements.
- 9.2. The Return Policy should be read together with the Terms and Conditions as if specifically, transversed.
- 9.3. Certain products and/or services may be available exclusively online through the Website. These products and/or services may have limited quantities and are subject to the return policy as per paragraph 9.1 above.
- 9.4. The Customer acknowledge and agree that the purchase of sale items is final and are not subject to any exchange and/or return.

## 10. ORDERS

- 10.1. Orders placed by a Customer on the website

shall only be binding on the Company insofar as they are accepted by the Company in writing or by delivery of any goods so ordered.

- 10.2. The Company reserves the right, but are not obliged, to limit the sales of goods and/or services to any person, geographic region or jurisdiction. The Company may exercise this right on a case-by-case basis. The Company reserves the right to limit the quantities of any goods and/or services offered.

- 10.3. The aforementioned restrictions may include orders placed by or under the same customer's account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that the Company make changes to or cancel an order, the Company may attempt to notify the Customer by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

- 10.4. The Company reserves the right to limit or prohibit orders that, in the Company's sole judgment, appear to be placed by dealers, resellers and/or distributors.

## 11. WARRANTIES AND LIMITATION OF LIABILITY

- 11.1. All goods sold by the Company are sold only in accordance with the standard specifications applicable to such goods and subject to these Terms and Conditions.

- 11.2. Save for the provisions of clause 11.1, the Company provides no warranty/ies whatsoever, whether express or implied that the goods supplied are suitable for the purpose for which they are bought. Any other condition or warranty as to the suitability of the product supplied by the Company to the Customer or fitness for any particular purpose whether arising under statute or otherwise, is excluded.

- 11.3. The Company have made every effort to display as accurately as possible the colours and images of the products on the Website. The Company cannot guarantee that the Customer's electronic devices' display of any colour will be accurate.

- 11.4. In no case shall the Company, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from the Customer's use of the website or any products procured using the website, or for any other claim related in any way to the Customer's use of the website or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the website or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

- 11.5. Some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the company's liability shall be limited to the maximum extent permitted by law.

## 12. INDEMNIFICATION

The Customer agree to indemnify, defend and hold harmless the Company and the Company's parent, subsidiaries, affiliates, partners, officers, directors, agents,

contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of the Customer's breach of these Terms and Conditions or the documents the Customer incorporate by reference, or the Customers violation of any law or the rights of a third-party.

### 13. DELIVERY

- 13.1. Any delivery date stated on the order or confirmation thereof shall not be binding on the Company, however the Company will make all reasonable efforts to deliver by such date.
- 13.2. Whilst the Company will endeavour to ensure that goods are delivered timeously, it shall not be responsible for any delays in the delivery of such goods, and the Customer shall not be entitled to refuse acceptance of such late deliveries.
- 13.3. The Company shall in any event not be liable to the Customer or to any third party for any loss or damage of whatsoever nature suffered by the Customer or any third party, as a result of goods not being delivered timeously, for whatsoever reason, including, but not limited to, any negligent act or omission on the part of the Company.

### 14. ACCURACY OF BILLING AND ACCOUNT INFORMATION

- 14.1. The Customer agrees to provide current, complete and accurate purchase and account information for all purchases made on Website.
- 14.2. The Customer agree to promptly update account information and other information, including email addresses, credit card numbers and expiration dates, in order for the Company to complete transactions.

### 15. OPTIONAL WEBSITE TOOLS

- 15.1. The Company may provide the Customer with access to third-party tools over which the Company neither monitor nor have any control nor input.
- 15.2. The Customer acknowledges and agree that the Company provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. The Company shall have no liability whatsoever arising from or relating to the Customer's use of optional third-party tools.
- 15.3. Any use by the Customer of optional tools offered through the site is entirely at the Customer's own risk and discretion and the Customer should ensure that they are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- 15.4. The Company may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service. Certain content, products and services available via our Service may include materials from third parties.
- 15.5. Third-party links on the Website may direct the Customer to third-party websites that are not affiliated with the Company. The Company are not responsible for examining or evaluating the content or accuracy and the Company 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 parties.
- 15.6. The Company are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any

other transactions made in connection with any third-party websites.

- 15.7. It is the responsibility of the Customer to review carefully the third-party's policies and practices and make sure that they understand them before they engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### 16. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

- 16.1. If, at the Company's request, the Customer send certain specific submissions (for example contest entries) or without a request from the company, the customer send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), the Customer agree that the Company may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that the Customer forward to the Company. The Company are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
- 16.2. The Company may, but have no obligation to, monitor, edit or remove content that they determine in their sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.
- 16.3. The Customer agree that their comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. The Customer further agree that their comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. The Customer may not use a false email address, pretend to be someone other than themselves, or otherwise mislead the Company or third-parties as to the origin of any comments. The Customer are solely responsible for any comments made and their accuracy. The Company take no responsibility and assume no liability for any comments posted by the Customer or any third-party.

### 17. RISK AND BENEFIT

The risk in the goods shall pass to the Customer immediately upon the goods leaving the premises of the Company. Notwithstanding this, ownership in all goods sold and delivered to the Customer shall remain vested in the Company until the full purchase consideration in respect thereof has been paid in full.

### 18. UTILIZATION OF GOODS

The Customer acknowledges that it is aware of the purpose for which the goods were designed as well and all safety and maintenance procedures which are required in respect of the goods by any lawful authority. The Customer acknowledges that it has the necessary knowledge and know-how to safely and correctly operate the goods.

### 19. FORCE MAJEURE

The Company will not be in any way responsible for losses, damages or delays caused by or arising from vis major (a natural disaster) casus fortuitus (an unavoidable accident) or acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, accidents of any kind, insurrection, war, whether

declared or not, the imposition of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of the Company, whether eiusdem generic (of what was clearly the real intention between the parties) with the causes aforementioned or not.

## 20. DISPUTE RESOLUTION

- 20.1. Save as provided for herein, should any dispute, disagreement or claim arise between the Parties ("the dispute") concerning this Agreement the Parties shall endeavour to resolve the dispute by mediation.
- 20.2. Mediation shall entail one of the parties inviting the other, in writing, to meet and attempt to resolve the dispute within 14 (fourteen) days from date of written invitation.
- 20.3. If the dispute has not been resolved by such mediation within 14 (fourteen) days of the commencement thereof by agreement between the parties, the dispute shall be referred to arbitration for resolution in accordance with the rules of AFSA (Arbitration Foundation of Southern Africa).
- 20.4. The arbitrator shall be appointed arbitrator by AFSA.
- 20.5. The arbitration proceedings shall be held in accordance with the applicable jurisdiction.
- 20.6. The parties agree that the decision of the arbitrator is final and binding on each of them and may be made an order of any court to whose jurisdiction the parties are subject.

## 21. BREACH

- 21.1. Both Parties hereby agree that a breach of any of the terms in this Agreement, except for a material breach, will be deemed to be a breach that does not affect the existence of the remainder of the Agreement. The remaining provisions of this Agreement shall continue in full force and effect as much as it is possible to disassociate the remaining provisions from the contaminated provisions.
- 21.2. Should any Party ("**Defaulting Party**") commit a material breach, then the other Party ("**Aggrieved Party**") shall, if it wishes to enforce its rights hereunder, be obliged to give the Defaulting Party 10 (ten) Business Days written notice to remedy the breach. If the Defaulting Party fails to comply with such notice, the Aggrieved Party shall be entitled to cancel this Agreement or to claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations whether or not the due date for payment and/or performance shall have arrived, in either event without prejudice to the Aggrieved Party's rights to claim damages. The foregoing is without prejudice to such other rights as the Aggrieved Party may have at law.

## 22. COPYRIGHT

- 22.1. All intellectual property contained on the website are the exclusive property of the Company and are protected by copyright laws. Unauthorized use or reproduction of any intellectual property contained herein are strictly prohibited.
- 22.2. The Company take their intellectual property rights very seriously and will take legal action against any individual or entity found to be infringing upon them.
- 22.3. By accessing and using the website, the Customer acknowledge and agree to abide by all copyright laws and regulations.

## 23. POPIA

- 23.1. Each of the Parties shall ensure that all its personnel and affiliates shall, comply with the relevant provisions of the Protection of Personal Information Act 4 of 2013 ("POPIA") relating to the collection, processing and storage of personal information as defined in POPIA and through their acceptance of these Terms and Conditions provides their reciprocal consent for the collection, processing and storage of its personal information.

## 24. GDPR

Each of the Parties shall ensure that all its personnel and affiliates shall, comply with the relevant provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of the European Union of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and through their acceptance of these Terms and Conditions provides their reciprocal consent for the collection, processing and storage of its personal information.

## 25. PERSONAL INFORMATION

- 25.1. Please refer to our Privacy Policy also available on the website in order to obtain more information.

## 26. NON-CIRCUMVENTION

The parties agree that they shall not be entitled to use any proprietary confidential information disclosed by one party to the other in terms of this agreement, which proprietary confidential information is exclusive to the party so disclosing same and therefore falls outside the knowledge of the party to whom it disclosed and/or public domain for the purposes of the transacting of any form of business outside that of which is envisaged on terms of this agreement and thereby circumventing the proposed envisaged transaction(s).

## 27. GENERAL

- 27.1. No variation or addition to these Terms and Conditions shall be binding on the Company unless in writing and signed by an authorised representative of the Company.
- 27.2. The Company shall not be liable for any damages caused as a result of the misuse or abuse of the goods.
- 27.3. The Terms and Conditions shall in all respects be governed and construed in accordance with the laws of the Republic of South Africa;
- 27.4. These Terms and conditions and any policies or operating rules posted by the Company on the website or in respect to the website constitutes the entire agreement and understanding between the customer and the company and govern the customers use of the website, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between the customer and the company (including, but not limited to, any prior versions of the Terms of Service).
- 27.5. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.
- 27.6. Notwithstanding any waiver, indulgence, or relaxation, express or implied, granted by the Company to the Customer, the Terms and Conditions contained herein shall remain in force unless and until cancelled by the Company in writing, and any obligation of the Customer hereunder shall in any case remain in full force and effect.

- 27.7. Failure by the Company to exercise any rights herein upon any occasion shall not waive the Company's right to exercise the same in the future.
- 27.8. Each clause of these terms and conditions of sale is severable, the one from the other and if any one or more clauses found to be invalid or unenforceable, such clauses shall not affect the balance of these terms and conditions of sale, which shall remain of full force and effect.
- 27.9. The Company, its employees or its authorized agents do not accept, nor take any responsibility, nor can they be held liable for any damage, injuries or loss to any persons or their property, arising from the supply, sale of the goods to the Customer, whether as a result of the negligence or gross negligence of the or for that matter from any cause of whatsoever nature. All goods supplied to the Customer are done so at the Customer's own risk. The Customer hereby indemnifies the Company, its agents, employees and servants against any claim of whatsoever nature, which may be brought against any of them arising out of the supply of the goods.
- 27.10. The Customer shall have no claim against the Company for any damages, consequential or otherwise, suffered by the Customer arising from the downtime or loss of profit caused by any breakdown of the goods from whatsoever cause.