

## Terms & Conditions

### Website Terms and Conditions of use

These Terms and Conditions oversee your (“the User” / “You”) use of the (Pac-Rite Plastics) website located at the domain name (www.pacrite.co.za) (“the Website”). By entry and use of this Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice; however, should the User not desire to be bound by these Terms and Conditions, the User may then not access, use, display, download, and/or otherwise duplicate or distribute any Content gained from the Website. These Terms and Conditions are effective upon access of the site for the first time and form a binding agreement between Pac-Rite and the User, which will always prevail. These Terms and Conditions oversee our respective rights and obligations each time the User gains admission into the site.

### Privacy and Security

Pac-Rite (cc) Pty Ltd. receives a variety of information (“the Information”) from Users who access the Website. Pac-Rite (cc) Pty Ltd. makes every attempt to protect all Information received by it. Despite such efforts and taking, it is possible for Internet-based communications to be captured. Without the use of encryption, the Internet is not a secure medium and thus privacy cannot be guaranteed. Internet e-mail is susceptible to forging and interception, Pac-Rite (cc) Pty Ltd. will not be liable for any damages that the User deliberately authorizes B-Sure IT Solutions to receive or that the User or any third party may endure as a result of the transmission of personal or confidential information that the User submits to Pac-Rite (cc) Pty Ltd. through the Internet, or for any errors or changes made to any transmitted information. Pac-Rite (cc) Pty Ltd. highly recommends the User is to read and understand the Privacy and Security Policy, outlining Pac-Rite (cc) Pty Ltd.’s commitment to the User’s privacy and the security of their personal information.

### Disclaimer (web)

By access and use of this Website you acknowledge and agree to this disclaimer. Use of this Website and the related products and/or services is governed in accordance with the laws of the Republic of South Africa, and subject to the exclusive jurisdiction of the South African courts. Use of this Website or the information, products and services presented on this Website is at the user’s own risk. Notwithstanding the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, Pac-Rite (cc) Pty Ltd. accepts no liability whatsoever involving any loss, expense, claim or damage, whether direct, indirect or consequential which may occur from the information obtained from this Website. Pac-Rite (cc) Pty Ltd. makes no guarantee or representation whether implied or expressed, as to the integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information obtained from this Website. Pac-Rite (cc) Pty Ltd. also makes no guarantee or representation, whether implied or expressed, that the products, information or files available on this Website are without any viruses, destructive materials or any other data or code which is able to compromise, corrupt or put at risk the functioning or content of a computer system, computer network or your hardware or software. The User accepts all risk associated with any existence of such viruses, destructive materials or any other data or code which is able to compromise, corrupt, or put at risk the operation or content of a computer system, computer network or your hardware or software. Pac-Rite (cc) Pty Ltd. accepts no liability for any omission or errors on this Website. Pac-Rite (cc) Pty Ltd. may, at any time, in its own discretion, suspend, change the contents of or terminate the operation of this Website or any of the products or services provided in terms of this Website, without prior notice. All rights reserved.

## General Terms & Conditions

### General

1.

1. Pac-Rite will be your main point of contact. For any queries, support or billing issues, please contact Pac-Rite directly.
2. Payment of all accounts is to be made within 30 days of date of statement.
3. Interest at the prime rate of interest will be charged on any overdue amounts.
4. In event of the customer being in arrears with its payments, Pac-Rite cc may refuse to furnish any further credit.
5. The customer agrees to the jurisdiction of the Magistrate's Court in respect of any legal proceedings arising out of the supply of goods and materials by Pac-Rite cc, notwithstanding that such claim would otherwise be beyond the jurisdiction of the Magistrate's Court.
6. In the event of Pac-Rite cc instituting legal action for the recovery of any monies due to it, the customer shall be liable for all legal costs incurred on the scale as between attorney and own client.
7. These conditions are in place of and exclude all other warranties and conditions, except those provided expressly by Pac-Rite cc in writing in respect of a particular Product or Service, whether implied by statute or otherwise and in particular the Purchaser acknowledges that he has relied solely upon his own inspection and skill and judgement and not by reason of any representation by Pac-Rite cc.
8. Any contract or order based on this or any other tender or quotation is only accepted upon and subject to Pac-Rite cc Standard Terms and Conditions as set out herein and these conditions are to have full force and effect as if incorporated into the Purchaser's order. Unless expressly accepted in writing by Pac-Rite cc any variations of or additions to these conditions in a Purchaser's order or order form will be deemed to be inapplicable.
9. All quotations are subject to withdrawal or variation by Pac-Rite cc at any time prior to acceptance of a firm order. No order given to Pac-Rite cc based upon a quotation shall be binding upon Pac-Rite cc until accepted by B-Sure IT in writing. Pac-Rite cc reserves the right to correct any accidental error or omission or quotation or invoice without prior notice.
10. Any order placed with Pac-Rite for goods and/or service implies acceptance of the following conditions which may be varied only in writing by Pac-Rite's authorised representative. Descriptive and clerical errors are subject to correction.
11. Due to products being specifically manufactured as per particular order requirements, Pac-Rite cc will not accept non-defective product returns whatsoever.
12. Ownership of all goods supplied by Pac-Rite cc to the customer remains vested in Pac-Rite cc until such time as the full purchase price has been paid. In the event of

the full purchase price not being paid, Pac-Rite cc reserves the right to forthwith retake possession of such goods in any way it deems fit.

13. All prices are net and VAT exclusive unless otherwise stated.
14. Prices for goods to be imported are based on prices quoted to Pac-Rite cc by the Principal and the rates of exchange, freight, insurance premiums, customs duties, and other relevant costs of importation known to Pac-Rite cc at the time of the quotation. In the event of any increase in any of these rates or in the prices of the goods quoted to Pac-Rite cc by the Principle before acceptance of an order or prior to the delivery of the goods to the Purchaser then the cost to Pac-Rite cc entailed by such increase/s shall be added to and form part of the purchase and or repair price and be payable by the Purchaser accordingly.
15. Conversely any decrease in any such rates or the Principal's price shall be deducted from the purchase and or repair price.
16. This provision for variation of price shall also apply to goods and service required for the execution of an order purchased and obtained locally.
17. All new Applicants are subject to a credit check on both the business and the principals at the cost of Pac-rite and Pac-rite reserves the right to refuse credit on the basis of a poor rating.
18. By my signature hereto, I ("the User" / "You") hereby bind myself as surety and co-principle debtor in solidum with the company for the due payment by the company to Pac-Rite cc for all sums of money which may, at any time, be or become due by the company to Pac-Rite cc, hereby renouncing the benefits of excussion and division.

## **Delivery**

1.
  - 1.1. Pac-Rite cc offers 3 (three) methods of delivery of Goods to you. Options availability are based on location. You may elect delivery via:
    - a. Courier(from Durban to JHB); or
    - b. delivered using Pac-Rite company vehicles (Durban and surroundings); or
    - c. self-collection (Durban-based Branch or JHB depot).
  - 1.2. No goods to the value of, or below the value of ZAR 1000,00 will have the option of being delivered. These orders are to be collected only.
2. Where it accepts your order [Pac-Rite] will deliver the Goods to you as soon as reasonably possible, however, there is an estimated lead time on delivery which is dependent on the specifics of the product order:
  - 1.1. Plain – Between three (3) and four (4) weeks

- 1.2. Printed - 4 (four) and five (5) weeks lead time
- 1.3. Lamination – between 5 (five) and 8 (eight) weeks

3. Pac-Rite's obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order.

### **Payments**

1. Payment shall be due before the delivery date and/or before any order will be fulfilled by Pac-Rite.
2. Payment can be made via EFT (Bank Transfer) or Cash on delivery/collection
3. Please note if the customer is buying once off , or is a new customer, payment must be paid in full before order can be processed.
4. Payments shall be made by you without any deduction whatsoever unless you have a valid court order requiring an amount equal to such deduction to be paid by the Supplier to you.

### **Proforma invoices**

1. Proforma invoices will apply to cash on delivery (COD) customers only.
2. if customer wishes to pay Cash On Delivery (once-off customer), a deposit must be paid before order is processed. Once order is complete a final invoice is sent to the customer showing the deposit paid and balance owing. Once final payment is done we will dispatch / allow for collection of the order.
3. 70% of the overall order total must be paid as a deposit before order can be processed and balance once order is ready with a 10% over or under run on manufactured goods
4. There will be no delivery until cleared funds are received.

### **Warranties**

1. Where the Purchaser is a consumer as defined by any relevant law such as the Consumer Protection Act in respect of any goods, certain conditions and warranties cannot be excluded, restricted or modified. In those circumstances the Purchaser has the benefit of both the consumer warranties and the conditions contained in this clause and in the event of any inconsistency the consumer warranties shall prevail;
2. All other express or implied conditions or warranties in respect of the goods or any of them are excluded.
3. **LIMITED WARRANTY:** There are no warranties which extend beyond the general product specification/ compulsory specification for plastic packaging, and the seller

(Pacrite cc) MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF FITNESS FOR ANY PARTICULAR USE, MERCHANTABILITY, OR OTHERWISE WITH RESPECT TO THE PRODUCT. It is the Buyer's responsibility to determine the suitability of the packaging for any particular purpose or application or packaging machine. Additionally, the Seller makes no warranty as to performance of the packaging material in any particular environment. It is the responsibility of the Buyer to determine if the Product is suitable for any specific environment.

4. **INSPECTION AND RETURN:** The Buyer shall inspect and test the product delivered hereunder for damage, defect, or shortage immediately upon receipt and provide the Seller notice of any such damage or shortage within fifteen (15) days of receipt. Any claims of shortage must be supported by the supporting documentation and the Seller shall have an opportunity to have an independent weighing if he wishes. All claims for any cause whatsoever, whether based on contract, negligence or other tort, strict liability, breach of warranty or otherwise, shall be deemed waived unconditionally and absolutely unless Seller receives written notice of such claim not later than ninety (90) days after Buyer's receipt of Product as to which such claim is made. Defective or nonconforming product shall, if returned in accordance with the returns policy, be replaced by Seller without additional charge, or in lieu thereof, at Seller's option, Seller may refund the purchase price upon return of such product at Seller's expense, and such refund or replacement shall constitute Buyer's sole and exclusive remedy. No Product may be returned to the Seller without receiving an approved "Returns Authorization" from the Seller prior to shipment.
5. **LIMITATION OF LIABILITY:** Notwithstanding the above and regardless of the circumstances, Seller's total liability to the Buyer for any and all claims, losses, or damages arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability, breach of warranty or otherwise, shall in no event exceed the purchase price of the product in respect to which such cause arose. In no event shall Seller be liable for special, incidental, consequential or exemplary damages (including, but not limited to, lost profits, lost revenues, or loss of business).

## Complaints

1.

1. All complaints must be sent to [admin@pacrite.co.za](mailto:admin@pacrite.co.za) and addressed to "Pac-Rite Management".
2. All complaints will be addressed within 48 hours of being received.
3. Should you as a Purchaser feel that further escalation is required, you are to contact the following persons in order;
  - a. Kershnee Naidoo - [admin@pacrite.co.za](mailto:admin@pacrite.co.za)
  - b. Trevor McFarland – [orders@pacrite.co.za](mailto:orders@pacrite.co.za)

## Privacy & Confidential Policy

1.
  1. Pac-Rite cc respects your privacy and will take reasonable measures to protect any information disclosed by the Purchaser.
  2. Should you decide to register as a user on the Website and/or place an order with us, we may require you to provide us with personal information which includes but is not limited to –
    - a. your name and surname;
    - b. your email address;
    - c. your physical address;
    - d. your gender;
    - e. your mobile number;
    - f. your date of birth;
    - g. your company information such as;
      - i. VAT Number
      - ii. Company Registration Number; and
      - iii. Owner or Director details.
  3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.
  4. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
  5. We will not, without your express consent use your personal information for any purpose other than as set out below:
    - a. in relation to the ordering, sale and delivery of Goods;
    - b. to contact you regarding current or new Goods or services or any other goods offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us);
    - c. to improve our product selection and your experience on our Website by, for example, monitoring your browsing habits, or tracking your sales on the Website;
  6. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or

legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, Pac-Rite cc is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

7. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
8. Pac-Rite cc undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.
9. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.
10. If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Pac-Rite cc. Pac-Rite cc shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

### **Governing Law & Arbitration**

1.
  1. This agreement shall be governed by the laws of the Republic of South Africa.
  2. The customer, by its signature hereto and in terms of the provisions of Section 45 of the Magistrates Court Act. No 32 of 1944, as amended, consents to the jurisdiction of the Magistrate's Courts in relation to any actions or proceedings instituted against the customer in terms of, or arising out of the provisions of this agreement and/or terms, provided that either party in its sole and absolute discretion shall be entitled to institute any such actions or proceedings, in any division of the High Court of South Africa possessed of the requisite jurisdiction.
  3. In the event of either party instituting legal proceedings against the other ("defaulting party") to recover amounts due to or take any other legal steps arising out of this agreement, the defaulting party shall be liable for legal costs on the scale as between attorney and own client.