

TERMS AND CONDITIONS

1. Changes to these terms and conditions

1. Petallite South African Trading may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not use, the Website.
2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

2. Electronic communications

1. When you visit the Website or send emails to us, you consent to receive communications from us or any of our divisions or partners electronically in accordance with our privacy policy.

3. Ownership and copyright

1. The contents of the Website, including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("Website Content") are protected by law, including but not limited to copyright and trademark law. The Website Content is the property of Petallite South African Trading, its advertisers.
2. You will not acquire any right, title or interest in or to the Website or the Website Content.
3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content contact our Admin at info@petallite.co.za
4. Where any of the Website Content has been licensed to Petallite South African Trading or belongs to any

third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third-party terms and conditions.

4. Disclaimer

1. The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.
2. Whilst Petallite South African Trading takes reasonable measures to ensure that the content of the Website is accurate and complete, Petallite South African Trading makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website.
3. Petallite South African Trading disclaims liability for any damage, loss or liability, whether direct, indirect or consequential in nature, arising out of or about your access to or use of the Website and/or any content therein unless otherwise provided by law.
4. Any views or statements made or expressed on the Website are not necessarily the views of Petallite South African Trading, its directors, employees and/or agents.
5. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Petallite South African Trading also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which can corrupt,

compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Petallite South African Trading, its employees, agents or authorised representatives. Petallite South African Trading thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in about your access to or use of the Website.

5. Linked third party websites

1. This Website may contain links or references to other websites (“Third Party Websites”) which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and Petallite South African Trading is not responsible for the practices and/or privacy policies of those Third-Party Websites or the “cookies” that those sites may use.
2. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third-Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third-Party Websites or your reliance on any information contained therein.

6. Limitation of liability

1. Petallite South African Trading cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of its partners, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of email to info@petallite.co.za
2. Petallite South African Trading shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the website or the

content contained in the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third-party website.

3. You hereby indemnify Petallite South African Trading against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third-party website.

7. Availability and termination

1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.
2. Petallite South African Trading may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Petallite South African Trading will not be liable to you if it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time and to the extent possible.
3. If you fail to comply with your obligations under these Terms and Conditions, including but not limited to, any incident involving payment of the price of an order for any Goods (if applicable), and you fail to remedy such failure within 7 (seven) days of notice to you by us, this may (in our sole discretion) lead to a suspension of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

1. Governing law and jurisdiction

1. These Terms and Conditions and our relationship and/or any dispute arising from or about these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all

proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

2. In the event of any dispute arising between you and Petallite South African Trading, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Johannesburg Division, Gauteng) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
3. Nothing in these Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

1. Notices

1. Petallite South African Trading hereby selects 75 Grayston Drive, Morningside, Sandton, Johannesburg, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions (“nominated address”) Petallite South African Trading may change this address from time to time by updating these Terms and Conditions.
2. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent –
 1. by hand will be deemed to have been received on the date of delivery;
 2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
 3. by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and

4. by email will be deemed to have been on the date indicated in the “Read Receipt” notification. ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE “READ RECEIPT” FUNCTION to serve as proof that an email has been received.

2. **Petallite South African Trading information**

1. For the purposes of the ECT Act, Petallite South African Trading’s information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:
 1. Full name: Petallite South African Trading (Pty) Ltd, a private company registered in South Africa with registration number 1999/016716/07)
 2. Main business: distribution of sanitary pads and related products
 3. Physical address for receipt of legal service (also postal and street address): Building 16, Woodland Office Park, Woodmead, SA
 4. Official email address: info@petallite.co.za

3. **General**

1. Petallite South African Trading may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user’s right to use the Website or any of its contents subject to us processing any orders then already made by you.
2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
3. Any failure on the part of you or Petallite South African Trading to enforce any right in terms hereof shall not constitute a waiver of that right.
4. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

5. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
6. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
7. These Terms and Conditions contain the whole agreement between you and Petallite South African Trading and no other warranty or undertaking is valid unless contained in this document between the parties.