

## TERMS AND CONDITIONS

Please find below the latest Terms And Conditions (“Terms”).

### INTRODUCTION

Please read these Terms carefully. Access to, and use of African Group Lubricants (Pty) Ltd products (“Products”), African Group Lubricants (Pty) Ltd services (“Services”), and the African Group Lubricants (Pty) Ltd website <https://www.aglubricants.co.za> (“Website”), including any of its content, is conditional on your agreement to these Terms.

You must read, agree with, and accept all of the terms and conditions contained in these Terms.

By using or visiting our Website, you are bound to these Terms and you indicate your continued acceptance of these Terms.

#### 1. Responsibility of Users of the Website, Products, and/or Services

Your access to, and all of your use of the Website, Products, and/or Services must be lawful and must be in compliance with these Terms, and any other agreement between you and African Group Lubricants (Pty) Ltd.

When accessing or using the Website, Products, and/or Services, you must behave in a civil and respectful manner at all times. We specifically prohibit any use of the Website, Products, and/or Services, and you agree not to use the Website, for any of the following:

- Engaging in conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation that would fail to comply with accepted internet protocol;
- Communicating, transmitting, or posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;
- Communicating, transmitting, or posting material that reveals trade secrets, unless you own them or have the permission of the owner;
- Communicating, transmitting, or posting material that infringes on any other intellectual property, privacy or publicity right of another;
- Attempting to interfere in any way with the Website, or our networks or network security, or attempting to use our Website to gain unauthorized access to any other computer system;
- Accessing data not intended for you, or logging on to a server or account, which you are not authorized to access;

- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
- Attempting to interfere or interfering with the operation of the Website, Products, and/or Services, or our provision of Services to any other users of the Website, our hosting provider or our network, including, without limitation, via means of submitting a virus to the Website, overloading, “flooding”, “mail bombing” or “crashing” the Website.

In addition, if you operate an account, contribute to an account, post material to the Website, post links on the Website, or otherwise make material available by means of the Website (any such material, "Content"), you are solely responsible for the content of, and any harm and damages resulting from that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received written permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a written waiver as to all rights in or to the Content;
- you have fully complied with any third party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unethical or unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not obscene, libelous, hateful or racially or ethnically objectionable, and does not violate the privacy or publicity rights of any third party.

If you delete Content, African Group Lubricants (Pty) Ltd will use reasonable efforts to remove it from the Website and our servers, but you acknowledge that caching or references to the Content may not be made unavailable to the public immediately.

You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. African Group Lubricants (Pty) Ltd shall take reasonable precautions to prevent the transmission of harmful content from its technology systems to your technology systems.

African Group Lubricants (Pty) Ltd disclaims any liability for any harm or damages resulting from your access or use of the Website, Products, and/or Services, or access or use of non- African Group Lubricants (Pty) Ltd websites.

African Group Lubricants (Pty) Ltd has the right (though not the obligation) to (i) refuse or remove any Content that, in African Group Lubricants (Pty) Ltd's reasonable opinion, violates any African Group Lubricants (Pty) Ltd policy or is in any way harmful or objectionable, or (ii) terminates or denies access to and use of the Website, Products, and/or Services, to any person for any reason, in African Group Lubricants (Pty) Ltd's sole discretion.

## **2. Use of Third Party Content and Materials**

African Group Lubricants (Pty) Ltd has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, African Group Lubricants (Pty) Ltd does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. African Group Lubricants (Pty) Ltd disclaims any responsibility for any harm and/or damages resulting from the use or downloading of postings of other parties on the website.

## **3. Content Posted on Other Websites**

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which [www.aglubricants.co.za](http://www.aglubricants.co.za) links, and that link to [www.aglubricants.co.za](http://www.aglubricants.co.za). African Group Lubricants (Pty) Ltd does not have any control over those websites and webpages, and is not responsible for their contents or their use. By linking to a non- African Group Lubricants (Pty) Ltd website or webpage, African Group Lubricants (Pty) Ltd does not represent or imply that it endorses such website or webpage.

## **4. Copyright Infringement**

As African Group Lubricants (Pty) Ltd requires others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Website violates your copyright, you are encouraged to notify African Group Lubricants (Pty) Ltd. African Group Lubricants (Pty) Ltd will, as it is able, respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In order to bring infringing material to our attention, you must provide the information officer or deputy information officer with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification of the copyrighted work and the location on the Website of the allegedly infringing work; (c) a written statement that you have a good faith belief that the disputed use is not authorized by the owner, its agent or the law; (d) your name

and contact information, including telephone number and email address;  
and (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

In the case of a user who may infringe or repeatedly infringes upon the copyrights or other intellectual property rights of African Group Lubricants (Pty) Ltd or others, African Group Lubricants (Pty) Ltd may, in its discretion, terminate or deny access to and use of the Website, Products, and/or Services. In the case of such termination, African Group Lubricants (Pty) Ltd will have no obligation to provide a refund of any amounts previously paid to African Group Lubricants (Pty) Ltd to any person in respect of any such termination.

## **5. Trademarks**

African Group Lubricants (Pty) Ltd, the African Group Lubricants (Pty) Ltd logo, and all other trademarks, service marks, graphics and logos used in connection with the Website, Products, and Services, are trademarks or registered trademarks of African Group Lubricants (Pty) Ltd or African Group Lubricants (Pty) Ltd's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website, Products, and Services, may be the trademarks of other third parties in which case such license is for the exclusive benefit and use of us unless otherwise stated, or may be the property of their respective owners. Your use of the Website grants you no right or license to reproduce or otherwise use any African Group Lubricants (Pty) Ltd or third party trademarks. Likewise, you grant no right or license to reproduce or otherwise use any of your trademarks, service marks, graphics and/or logos, unless expressly authorized by you.

## **6. Changes**

The configurations and specifications of the Website, including without limitation all content there available, the Products, and the Services may be amended and/or updated from time to time, at the sole discretion of African Group Lubricants (Pty) Ltd You are bound by any such changes or updates, unless such changes materially diminish the functionality and value of the Website, Products and/or Services.

## **7. Limitation of Warranties of African Group Lubricants (Pty) Ltd, Its Suppliers and Its Licensors**

African Group Lubricants (Pty) Ltd and its licensors make no warranties or representations whatsoever with respect to the Website, Products, and Services, or any linked site or its content, including the content, information and materials on it or the accuracy, completeness, or timeliness of the content, information and materials. We also do not warrant or represent that your access to or use of the Website, Products, and/or Services, or any linked site will be uninterrupted or free of errors or omissions, that defects will be corrected, or that the Website, Products, and/or Services, or any linked site is free of computer viruses or other harmful components. We assume no responsibility, and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your use of the Products or Services, or your access to, use of, or browsing of the Website, or your

downloading or uploading of any Content from or to the Website. If you are dissatisfied with the Website, your sole remedy is to discontinue using the Website.

No advice, results or information, whether oral or written, obtained by you from African Group Lubricants (Pty) Ltd, or through the Website, shall create any warranty not expressly made herein. African Group Lubricants (Pty) Ltd does not necessarily endorse, support, sanction, encourage or agree with any content or any user content, or any opinion, recommendation, content, link, data or advice expressed or implied therein, and African Group Lubricants (Pty) Ltd expressly disclaims any and all liability in connection with user content and any other content, materials or information available on or through the Website, Products, and/or Services, created or provided by users or other third parties.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

## **8. Limitation of Liability of African Group Lubricants (Pty) Ltd, its Suppliers and its Licensors**

Under no circumstances shall any party, its subsidiaries and affiliates, their respective directors, officers, employees or agents, and other representatives, be liable for any indirect, consequential, incidental, special, or punitive damages, including but not limited to lost profits and business interruption, whether in contract or in tort, including negligence, arising in any way from the use of the Website, Products, Services, and/or the Contents thereof, or of any hyperlinked website even if such party is expressly advised of the possibility of such damages. With the exception of damages related to legally proven or admitted intellectual property infringement caused by Products and/or Services as delivered by a party without any third party content, in no event shall a party's liability exceed the total sums received by African Group Lubricants (Pty) Ltd from you during the twelve (12) month period immediately prior to the date the damages first occurred.

## **9. Your Representations and Warranties**

You represent and warrant that your use of the Website, Products, and/or Services will be in accordance with any agreement between you and African Group Lubricants (Pty) Ltd, the African Group Lubricants (Pty) Ltd, Privacy Policy, these Terms, and with any applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which you reside, and with any other applicable policy or terms and conditions.

## **10. Indemnification**

Subject to the limitations set forth herein, the Parties agree to defend, indemnify, and hold each other harmless, including its subsidiaries and affiliates, their respective directors, officers, employees or agents, and other representatives, from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys' fees and court costs), arising out of, relating to or in connection with (i) a material violation of these

Terms, or any agreement between the Parties, or (ii) any allegation that any information or material (including any Content) violates any rights of any third party.

You understand and agree that, by using the Products and/or Services, you are solely responsible for any data, including personally identifiable information, collected or processed via our Products and/or Services. You will defend, indemnify, and hold African Group Lubricants (Pty) Ltd harmless, without any limitation, for all damages in connection to (alleged) violations of any privacy laws through the use of the Products and/or Services under your account.

## **11. Miscellaneous**

Each party shall take out adequate insurance in order to cover its risks hereunder, including but not limited to a general- and product liability insurance. Regarding the security, confidentiality and integrity of data, each party is responsible for maintaining appropriate technical and organizational measures for the protection of data processed on their own systems and on third party systems that are in use by the involved party.

African Group Lubricants (Pty) Ltd will not be liable for any delay in performing or failure to perform any of its obligations to you caused by events beyond its reasonable control. African Group Lubricants (Pty) Ltd will notify you promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

If you are located outside South Africa and use or access the Website, Products, and/or Services from outside the country, these Terms, the Website, Products, and/or Services and any and all agreements between you and African Group Lubricants (Pty) Ltd shall be governed by and construed in accordance with the laws of South Africa.

All disputes between you and African Group Lubricants (Pty) Ltd shall be resolved by Arbitration in front of a sole arbitrator as per the South African Arbitration Act.

Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction.

Any cause of action against a party, regardless whether in contract, tort or otherwise, must commence within one (1) year after the cause of action accrues, otherwise, such cause of action is permanently barred.

If any part of these Terms is held invalid or unenforceable, that part will be construed to reflect the Parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of these Terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may only assign your rights under these Terms to any party that consents to, and agrees to be bound by, the terms hereof in writing. African Group Lubricants (Pty) Ltd may assign its rights under these Terms at its sole discretion. These Terms will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. You agree that no joint

venture, partnership, employment, or agency relationship exists between you and us as a result of the Terms, or your use of the Website, Products, and/or Services.

## **12. A Special Note About Children**

The Website is not designed or intended for use by children under the age of 18, and our Products and Services may not be purchased by children under the age of 18. We do not intentionally gather personal information from visitors who are under the age of 18. If you are under the age of 18, you are not permitted to submit any personal information to us. If you are under the age of 18, you should use the Website only with consent of a parent or guardian.