

**TRADOBAR (PTY) LTD ("THE COMPANY")'S GENERAL TERMS AND
CONDITIONS AS BETWEEN THE COMPANY AND THE USER ("THE GENERAL
TERMS AND CONDITIONS")**

**THE GENERAL TERMS AND CONDITIONS ARE EFFECTIVE AS OF 16 AUGUST
2021 ("EFFECTIVE DATE")**

**READ THE GENERAL TERMS AND CONDITIONS CAREFULLY BEFORE
BROWSING THE WEBSITE. YOUR CONTINUED USE OF THE WEBSITE
INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THE GENERAL TERMS
AND CONDITIONS. YOU CANNOT USE THE WEBSITE IF YOU DO NOT ACCEPT
THE GENERAL TERMS AND CONDITIONS. ALL SECTIONS OF THE GENERAL
TERMS AND CONDITIONS ARE APPLICABLE TO THE USER.**

1. INTRODUCTION

- 1.1. The Company's website available at <http://www.tradobar.com/> and <https://tradobar-web.web.app/> is made available and owned by Tradobar (Pty) Ltd (bearing registration number 2019/303844/07) (hereinafter referred to as "the Company", "Website", "we", "our" or "us"). Any reference to "the Company", "we", "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and partners.
- 1.2. Should a User not agree to the terms contained herein, a User must immediately desist from using this Website.
- 1.3. To the extent permitted by applicable law, we may modify the General Website Terms and Conditions, the Purchaser's Terms of Service, the Supplier's Terms and Conditions, and the Privacy Policy with prospective effect without prior notice to a User, and these revisions will take effect when posted on the Website. A User's continued use of the Website will be construed as a User's consent to the amended General Website Terms and Conditions, and will be conditional upon the Purchaser's Terms of Service, the

Supplier's Terms and Conditions, and Privacy Policy in force at the time of use. A User's only remedy, should such Party not agree to such modifications, is to stop the use of the Website.

- 1.4. Capitalised terms herein shall bear the same meaning as stipulated in the Purchaser's Terms and Conditions and/or the Supplier Terms and Conditions.

2. POSTED CONTENT

- 2.1. In these General Website Terms and Conditions, "Posted Content" shall mean any audio, video text, images or other material a User may choose to display on the Website, if applicable. By displaying Posted Content, a User grants the Company non-exclusive, worldwide irrevocable, sub-licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.
- 2.2. A User's Content must be a User's own and must not be invading any third party's rights. The Company reserves the right to remove any of a User's Content from this Website at any time without notice.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. Other than the content a User owns, and may be required to upload during the use of this Website, the Company and/or the Company's licensors own all the intellectual property rights and materials as are contained on this Website.
- 3.2. None of the contents of the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without our prior written permission, and further, should such consent be provided, we reserve the right to withdraw such consent at any stage at our sole and absolute discretion.

- 3.3. A User is granted a limited license only for purposes of utilising this Website.
- 3.4. A User undertakes not to attempt to decipher, decompile, disassemble or reverse engineer any of the software or code comprising or in any way making up a part of the Website, including any algorithm used by us.
- 3.5. We own or are licensed to use all intellectual property on the Website, with the exception of the User's Content, which User's Content shall remain the intellectual property of that User, and which a User hereby licenses to us. A User may not use any of our intellectual property for any purpose other than as may be required to use the Website for its intended purpose.
- 3.6. We do not permit copyright infringing activities and infringement of intellectual property rights on the Website, and we may, at our sole discretion, remove any infringing content if we are of the view that such content infringes on another's intellectual property rights or our own.

4. RESTRICTIONS

- 4.1. A User may not:
 - 4.1.1. publish or mirror any of this Website's material in any media whatsoever;
 - 4.1.2. use this Website for any objectionable or unlawful purpose, including the posting of any threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, profane or spam material;
 - 4.1.3. take any action that imposes an unreasonable or disproportionately large load on the Website's infrastructure, including spam or other unsolicited mass e-mailing techniques;
 - 4.1.4. use the Website in any manner that would result in another User breaching any applicable legislation or licensing obligations (including

with respect to privacy) or any obligations a User may owe to third parties;

- 4.1.5. mislead or deceive others through any act or omission or make a false representation about a User's identity, including the impersonation of a real or fictitious person or using an alternative identity or pseudonym;
- 4.1.6. conduct any activity which compromises or breaches another party's patent rights, trademark, copyright or other intellectual property rights;
- 4.1.7. copy, collect or save information about other Users;
- 4.1.8. introduce any virus, worm, trojan horse, malicious code or other program which may damage computers or other computer-based equipment to the Website or to other Users;
- 4.1.9. stalk or harass anyone;
- 4.1.10. attempt to disrupt or interfere with the Company Services or Services as delivered through the Website;
- 4.1.11. use the details of other Users for anything other than the use expressly permitted by those Users;
- 4.1.12. download, access, use, harvest or download in bulk User details;
- 4.1.13. pass on a User's log in details to anyone other than the authorised user of that account;
- 4.1.14. remove or alter our copyright notices or other means of identification including any watermarks, as they appear on the Website;

- 4.1.15. use this Website contrary to applicable laws and regulations, or in any way that may cause harm to the Website, or to any person or business entity;
 - 4.1.16. use this Website to engage in any advertising or marketing other than in a manner expressly permitted by the Website;
 - 4.1.17. crawl, spider or scrape the content of the Website, except to the extent required by recognised search engines (e.g. Google) for the purposes of indexing this Website; or
 - 4.1.18. provide unauthorised interfaces to the Website.
- 4.2. The User understands and agrees that the User is solely responsible for compliance with any and all laws, rules, regulations and taxation obligations that may apply to the User's use of the Website.
- 4.3. Certain areas of this Website are restricted from being accessed by a User, and the Company may further restrict access by a User to any areas of this Website, at any time, in its absolute discretion. Any User Log in Details a User may have for this Website are confidential and a User must maintain the confidentiality thereof.

5. NO WARRANTIES

- 5.1. This Website is provided "as is," with all faults, and the Company expresses no representations or warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose or non-infringement.
- 5.2. Without limiting the generality of the foregoing, the Company makes no warranty that the Website will meet a User's requirements, or that the Website will be uninterrupted, timely, secure, error free or that defects on the Website will be corrected.

- 5.3. The Company cannot guarantee or warrant that any file downloaded from this Website or delivered to a User will be free of infection or virus, worms, trojan horses or other code that has contaminating or destructive qualities. A User is responsible for implementing appropriate processes, systems and procedures to circumvent this type of issue.
- 5.4. The Company cannot be held liable for any inaccurate information contained on the Website.

6. WARRANTIES BY THE USER

- 6.1. The User warrants and represents that the information provided to the Company is and shall remain accurate, true and correct and that the User will update the information held by us to reflect any changes as soon as possible.
- 6.2. Any User registering on the Website on behalf of any entity warrants that such User will be taken to have represented to us that it has the authority to act on behalf of the entity, and that these General Website Terms and Conditions will be binding on the User.
- 6.3. The User further warrants that when registering on the Website it:
 - 6.3.1. is not impersonating any person or entity;
 - 6.3.2. is not violating any applicable law regarding use of personal or identification information;
 - 6.3.3. is authorised to create an account; and
 - 6.3.4. will provide, on demand from us verification of such User's credentials in such form as required by us.

7. USERS' RELATIONSHIP WITH THE COMPANY

- 7.1. The Company is not a party to the dealings between the Users, including the contracting of a User to perform Services.

- 7.2. The Company merely facilitates the meeting of the Users in order that they may enter into a professional relationship between themselves.
- 7.3. In the event that one User chooses to engage with another in respect of the provision of Services this will be without any input from the Company, save that the introduction was facilitated through the Website.
- 7.4. As the Company is not a party to any agreement entered into between Users we shall not be liable for any loss or damage that may result from any dealings between Users.
- 7.5. It is the Users' responsibility to negotiate the terms of the Services with each other.
- 7.6. The Company does not direct, have any control over, nor make any representations in relation to, guaranteeing the quality of the Services, nor the truth or accuracy of any User profile, the ability of Users to pay for the Services, or that a User can or will complete any transaction or a portion thereof.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 8.1. The Website shall be used entirely at a User's own risk.
- 8.2. The User indemnifies us, and agrees to keep us indemnified, from and against any claim, loss, damage, cost or expense that we may suffer or incur as a result of or in connection with the User's improper use of or conduct in connection with the Website, including any breach by the User of these terms or any applicable law or licensing requirements.
- 8.3. As the Company only provides the Website on which Users do business, to the fullest extent permitted by law, a User agrees that the Company shall not be liable for any losses to the User however arising and whatever the cause in respect of the Website, even in instances where the Company was informed

of the possibility of such losses being caused, including, but not limited to, losses that arise as a result of any User's misconduct, negligence and/or gross negligence.

- 8.4. Notwithstanding the foregoing clauses, should the Company not be permitted to lawfully limit its liability as referred to in 8.3 above, the Company's aggregate liability for losses arising out of or in connection with Services or Company Services, shall be the fees as charged by the Company in respect of such particular transaction.
- 8.5. Neither Party will be liable to the other Party, or to any cessionary or third party claiming through or on behalf of a Party, for any punitive, indirect, special or consequential damages whatsoever, arising out of or related to these General Terms and Conditions.

9. SEVERABILITY

- 9.1. If any of these terms are deemed invalid or unenforceable for any reason then the invalid or unenforceable provision will be severed from these General Terms and Conditions and the remaining terms will continue to apply. Failure by us to enforce any of the provisions set out in these General Terms and Conditions and/or any other agreement, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these General Terms and Conditions or of any agreement or any part thereof, or the right thereafter to enforce each and every provision.

10. ASSIGNMENT

- 10.1. The Company is allowed to assign, transfer, and subcontract its rights and/or obligations under these General Terms and Conditions without any notification. However, a User is not allowed to assign, transfer, or subcontract any of its rights and/or obligations under these General Terms and Conditions.

11. GOVERNING LAW & JURISDICTION

- 11.1. These General Terms and Conditions relationship between the User and the Company shall be regulated entirely by the laws of the Republic of South Africa and, in the event of a dispute, the User consents, at the Company's sole and exclusive discretion to the jurisdiction of the Cape Town Magistrate's Court of South Africa.

12. PREPARATION

- 12.1. These General Terms and Conditions have been custom-created for the Company by Legal Legends www.legallegends.co.za.

TRADOBAR (PTY) LTD ("THE COMPANY")'S TERMS OF SERVICE AS BETWEEN THE COMPANY AND THE PURCHASER ("THE PURCHASER'S TERMS OF SERVICE")

THE PURCHASER'S TERMS OF SERVICE ARE EFFECTIVE AS OF 16 AUGUST 2021 ("EFFECTIVE DATE")

READ THE PURCHASER'S TERMS OF SERVICE CAREFULLY BEFORE BROWSING THE WEBSITE. YOUR CONTINUED USE OF THE WEBSITE INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THE PURCHASER'S TERMS OF SERVICE. YOU CANNOT USE THE WEBSITE IF YOU DO NOT ACCEPT THE PURCHASER'S TERMS OF SERVICE. ALL SECTIONS OF THE PURCHASER'S TERMS OF SERVICE ARE APPLICABLE TO THE PURCHASER.

1. INTRODUCTION

1.1. The Company's website available at <http://www.tradobar.com> and <https://tradobar-web.web.app/> is made available and owned by Tradobar (Pty) Ltd (bearing registration number 2019/303844/07) (hereinafter referred to as "the Company", "Website", "we", "our" or "us"). Any reference to "the Company", "we", "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and partners.

1.2. The Purchaser's Terms of Service, including any document incorporated by reference herein, including, but not limited to the General Terms and Conditions and Privacy Policy (collectively, the "Terms") apply to any Purchaser who uses the Services, accesses, refers to, views and/or uploads or downloads any information or material made available on the Website for whatever purpose, and the word Purchaser shall carry the definition as set out in clause 2.1.6 below as the case may be. These Purchaser's Terms of Service govern the Purchaser's relationship with the Company.

- 1.3.** Accessing and/or use of the Website after the Effective Date will signify that the Purchaser has read, understands, accepts, and agrees to be bound, and is bound, by the Terms, in such Purchaser's individual capacity and/or for and on behalf of any entity for whom the Purchaser utilises the Website. Further, the Purchaser represents and warrants that it has the authority to do so and that in the case of a Purchaser being a natural person, the Purchaser is a Competent Person (as defined in the Protection of Personal Information Act, 4 of 2013, as amended).

2. **TERMINOLOGY**

- 2.1. The following terminology applies to these Purchaser's Terms of Service:
- 2.1.1. "**Browser**" shall mean any person who visits any page of the Website, whether by landing at the home page or any other page through use of a hyperlink of another website or by direct access to the Website and who has no intention of using or has not used the Services offered by or through us;
 - 2.1.2. "**Cart**" shall mean the Purchaser's Cart on the Website in which it logs Services prior to payment being made;
 - 2.1.3. "**Company**" shall mean Tradobar (Pty) Ltd (Registration Number: 2019/303844/07) a private company duly incorporated in accordance with the company laws of South Africa, as the facilitator of the Services, allowing the Purchaser to purchase Services through the use of the Website;
 - 2.1.4. "**General Terms and Conditions**" shall mean those terms and conditions applicable to both Suppliers and Purchasers available here: <https://tradobar-live.web.app/terms-and-conditions/>;
 - 2.1.5. "**Log in Details**" shall mean the Purchaser's unique username and password used to access the Services, use the Website and access/use any ancillary services;

- 2.1.6. **"Party"** or **"Parties"** shall mean the Company or the Purchaser, or both, as the context implies;
- 2.1.7. **"Purchaser"** shall mean either a natural person or an entity which purchases Services through the Website, alternatively engages privately with the Supplier after making first contact through the Website in order to have the Services rendered. The term "Purchaser" shall include the term 'buyer' and 'customer' as may be used on the Website;
- 2.1.8. **"Purchaser's Terms of Service"** shall mean these terms of service as read together with the General Terms of Service and Privacy Policy;
- 2.1.9. **"Registration Process"** shall mean the process to be followed by a Browser on our Website in order to enable them to purchase the Services and thus make the transition from a Browser to a Purchaser;
- 2.1.10. **"Services"** shall mean the services provided to the Purchaser by the Supplier through the Website, or by way of direct communication with the introduction having been made through the Website, as more fully set out in clause 5 below;
- 2.1.11. **"Supplier"** shall mean the entity and/or person and/or the company providing the Service to the Purchaser through the use of the Website, either by the Purchaser purchasing same through the Website, or from the Supplier directly having been introduced through the Website. The term "Supplier" shall include the term 'service provider' and 'seller' as may be used on the Website;
- 2.1.12. **"User"** shall mean either the Purchaser or the Supplier or both as the case may be, who uses the Website in respect of either Company Services, the provision of Services or the purchase of Services; and

2.1.13. **“Website”** shall mean the Website as owned, hosted and managed by the Company on which the Supplier’s Services are advertised and/or made available for purchase by the Purchaser and which is situated at the following URLs: <http://www.tradobar.com> and <https://tradobar-web.web.app/>.

2.2. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

3. AGREEMENT TO THESE PURCHASER’S TERMS OF SERVICE

3.1. By agreeing to these Purchaser’s Terms of Service, the Browser/Purchaser also agrees to be bound by the General Terms and Conditions together with the Privacy Policy viewable at <https://tradobar-live.web.app/privacy-policy>.

3.2. The Company grants the Browser/Purchaser a limited, revocable, non-transferable license to access and use the Website in accordance with the various policies and agreements which may govern such use and access.

3.3. To the extent that there exists any inconsistency between the terms of the Purchaser’s Terms of Service and the General Terms and Conditions, the terms herein shall prevail to the extent of any inconsistency unless expressly provided otherwise herein.

4. REGISTRATION PROCESS FOR A PURCHASER

4.1. Only a Purchaser may make use of the Services through the Website.

4.2. In order to register as a Purchaser, a Browser will, through the Registration Process, be prompted to provide Log in Details as well as submit certain personal information which is set out in more detail in the Privacy Policy.

5. SERVICES

- 5.1. The Website enables you to shop for and purchase a range of Services in various fields as provided by the Suppliers.
- 5.2.** The Purchaser is able to browse the Services available for purchase on the Website and select for purchase the Services that it would like to make use of.
- 5.3. The Purchaser may request quotations online via the Website, alternatively the Purchaser may deal directly with the Supplier in order for the quotation to be provided and for the sale to be finalised, as directed by the Company from time to time.
- 5.4.** Once the online sales service is available, the Purchaser may then click on the Services that it would like to make use of, with such Services being added to the Purchaser's Cart. The cost of each of the Services (whether or not from the same Supplier) shall be tallied in the Purchaser's Cart.
- 5.5.** Prior to the transaction being finalised, the Purchaser shall view the Cart and either accept all of the Services reflected therein, or edit same by removing one or more of the Services.
- 5.6.** Once the Purchaser is satisfied that the Cart reflects all of the Services that it wishes to purchase, it shall be prompted to proceed to payment.
- 5.7.** If the Purchaser does not find the Services they desire, they have the option to post a job offer requesting Services, and in the process, agree that Suppliers may approach them directly to provide such Services.

6. PAYMENT PROCEDURES IN RESPECT OF PURCHASES

- 6.1. A Purchaser may either make payment directly into our banking account, the details of which will be provided once a sale has been finalised, by way of EFT, or make payment directly to the Supplier, as directed by us from time to time.
- 6.2. Going forward, an online gateway payment system shall be introduced. In this regard:

- 6.2.1. we are committed to providing secure online payment facilities. All transactions are encrypted using the appropriate encryption technology; and
- 6.2.2. payment shall be made through a single payment gateway, or choice of payment gateways. Purchasers are encouraged to consult the website associated with the payment gateway provided, and to familiarise themselves with the security protocols and other policies in place and which may apply to any transaction conducted through such payment gateway.
- 6.3. If making payment directly to us by way of EFT or through a payment gateway, the Services will only be performed once payment has been received into our banking account.
- 6.4. If directed to deal directly with a Supplier, and making payment directly to the Supplier, the Supplier and the Purchaser shall agree on the terms and conditions that shall apply in relation to payment, the delivery of the Services, and the time frame in which the Services will be rendered. The Company shall not be party to the transaction between the Supplier and the Purchaser.

7. LIABILITIES AND INDEMNITIES

- 7.1. Without limiting the generality of these Purchaser's Terms of Service and the General Terms and Conditions, the Purchaser hereby indemnifies the Company and shall keep indemnified the Company in respect of any cost or expense incurred by the Company by virtue of a decision made by it to act on a Purchaser's behalf, with or without a Purchaser's permission, arising out of any regulation or law including but not limited to:
 - 7.1.1. any claim by a Supplier in respect of the Services;

7.1.2. the Company making a payment to a Supplier in circumstances where the Purchaser has failed to comply with these Purchaser's Terms of Service; and

7.1.3. any payments made by the Company on an ex gratia basis arising from an agreement between the Company and the Supplier.

8. SURVIVAL

8.1. Clauses which out of necessity or by implication herein survive termination of these Purchaser's Terms of Service, shall remain in full effect despite the termination hereof.

9. POSTED CONTENT

9.1. We do not, nor are we under any obligation or duty to a Purchaser or anyone else to monitor, consider, evaluate, assess, review, screen, censor or remove any content on the Website. We do not have (and expressly disclaim) any liability in connection with any monitoring, consideration, evaluation, assessment, review, screening, censoring or removal of posted content or any failure or refusal on our part to do so.

10. BREACH

10.1. If any Party commits a breach of these Purchaser's Terms of Service and fails to remedy such breach within 7 (seven) days of receipt of written notice requiring the breach to be remedied, then the Party giving notice shall be entitled, at its option, either to cancel these Purchaser's Terms of Service and claim damages or alternatively to claim specific performance of all the defaulting Party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

11. DOMICILIUM CITANDI ET EXECUTANDI AND CONTACT INFORMATION

- 11.1. The Company and the Purchaser choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary of these Purchaser's Terms of Service, the following:
- 11.1.1. Company: Tradobar (Pty) Ltd.
124 Main Road, Kalk Bay, Cape Town, 7975.
Email address: info@tradobar.com.
- 11.1.2. Purchaser: The address as provided when registering on the Website.
- 11.2. Both the Company and the Purchaser may change their *domicilium* to any other physical address or email address by written notice to the other to that effect. Such change of address will be effective 7 (seven) days after receipt of notice of change of *domicilium*.
- 11.3. Any notice given in terms of these Purchaser's Terms of Service shall be in writing and shall:
- 11.3.1. if delivered via email, be deemed to have been received on the date of dispatch;
- 11.3.2. if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery; and
- 11.3.3. if delivered by an internationally recognised courier service, be deemed to have been received by the addressee 3 (three) business days after dispatch.
- 11.4. Notwithstanding anything to the contrary contained in these Purchaser's Terms of Service, a written notice or communication actually received by a Party from another shall be adequate written notice or communication to such Party.

12. GOVERNING LAW & JURISDICTION

- 12.1. These Purchaser's Terms of Service shall be regulated entirely by the laws of the Republic of South Africa and, in the event of a dispute, the Purchaser consents, at the Company's sole and exclusive discretion to the jurisdiction of the Cape Town Magistrate's Court of South Africa.

13. VARIATION

- 13.1. No contract varying, adding to, deleting from or cancelling these Purchaser's Terms of Service, and no waiver of any right under these Purchaser's Terms of Service, shall be effective unless reduced to writing and signed by or on behalf of the Parties. Writing shall not be construed as email correspondence signed by means of email signatures.

14. ENTIRE TERMS AND CONDITIONS

- 14.1. These Purchaser's Terms of Service, in conjunction with the General Terms and Conditions, constitute the whole terms between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein, are binding on the Parties.

15. FORCE MAJEURE

- 15.1. If a Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under these Supplier Terms and Conditions due to theft, strike, lock-out, load shedding, blackout, fire, explosion, flood, riot, war, vehicle accidents, act of nature, epidemic, pandemic, embargo, legislation, civil commotion, unrest, strikes or disturbances, cessation of labour, government interference or control, or any other cause or contingency beyond the control of such Party, the Party so affected shall be relieved of its obligations hereunder during the period that such event and its

consequences continue, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages whether general, special or consequential which the other Party may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given of any such inability to perform by the affected Party. Any Party invoking *force majeure* shall upon termination of such event giving rise thereto, forthwith give written notice thereof to the other Party.

- 15.2. If the event continues for a period of 30 (thirty) days, either Party may then give notice of termination of the Supplier Terms and Conditions, which termination shall take effect 7 (seven) business days after the giving of the notice.

16. PREPARATION

- 16.1. These Purchaser's Terms of Service have been custom created for Tradobar (Pty) Ltd by Legal Legends www.legallegends.co.za.

TRADOBAR (PTY) LTD ("THE COMPANY")'S TERMS OF SERVICE AS BETWEEN THE COMPANY AND THE SUPPLIER ("THE SUPPLIER TERMS AND CONDITIONS")

THESE SUPPLIER TERMS AND CONDITIONS ARE EFFECTIVE AS OF 16 AUGUST 2021 ("EFFECTIVE DATE")

READ THESE SUPPLIER TERMS AND CONDITIONS CAREFULLY BEFORE ENLISTING AS A SUPPLIER. YOUR CONTINUED USE OF THE WEBSITE INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE SUPPLIER TERMS AND CONDITIONS. YOU CANNOT ENLIST AS A SUPPLIER IF YOU DO NOT ACCEPT THESE SUPPLIER TERMS AND CONDITIONS. ALL SECTIONS OF THE SUPPLIER TERMS AND CONDITIONS ARE APPLICABLE TO ALL SUPPLIERS UNLESS THE SECTION EXPRESSLY STATES OTHERWISE.

1. INTRODUCTION

- 1.1.** The Company's website available at <http://www.tradobar.com> and <https://tradobar-web.web.app/> is made available and owned by Tradobar (Pty) Ltd (bearing registration number 2019/303844/07) (hereinafter referred to as "the Company", "Website", "we", "our" or "us"). Any reference to "the Company", "we", "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub- contractors, service providers and partners.
- 1.2.** The Supplier Terms and Conditions, including any document incorporated by reference herein, including, but not limited to the General Terms and Conditions and Privacy Policy (collectively, the "Terms") apply to any Supplier who uses the Company Services, access, refer to, view and/or upload or download any information or material made available on the Website for whatever purpose, and the word Supplier shall carry the definition as set out in clause 18.3.10 below as the case may be. These Supplier Terms and Conditions govern the Supplier's relationship with the Company.

- 1.3.** Utilising the Company Services after the Effective Date will signify that the Supplier has read, understands, accepts, and agrees to be bound, and is bound, by these Supplier Terms and Conditions in such Supplier's individual capacity and/or for and on behalf of any entity that utilises the Company Services. Further, the Supplier represents and warrants that it has the authority to do so and that in the case of a Supplier being a natural person, the Supplier is a Competent Person (as defined in the Protection of Personal Information Act, 4 of 2013, as amended).

2. INTERPRETATION

In these Supplier Terms and Conditions:

- 2.1. clause headings are for the convenience and are not to be used in its interpretation;
- 2.2. unless the context indicates a contrary intention, an expression which denotes:
- 2.2.1. any gender includes the other gender;
- 2.2.2. a natural person includes a juristic person and *vice versa*; and
- 2.2.3. the singular includes the plural and *vice versa*;
- 2.3. the following expressions bear the meanings assigned to them below and cognate expression bear corresponding meanings:
- 2.3.1. "**Annual Cost**" shall mean the annual subscription fee payable by the Supplier to the Company in respect of the Company Services, as stipulated on the Website from time to time;

- 2.3.2. **"Commencement Date"** shall mean the date on which the Supplier pays to the Company the Annual Cost set out in clause 18.3.1 above;
- 2.3.3. **"Company"** shall mean Tradobar (Pty) Ltd (Registration Number: 2019/303844/07) a private company duly incorporated in accordance with the company laws of South Africa;
- 2.3.4. **"Company Services"** shall mean the services provided by the Company to the Supplier as set out in clause 20 below;
- 2.3.5. **"Duration"** shall mean the length of this Agreement calculated from the Commencement Date, and expiring on the 1 (one) year anniversary of the Commencement Date, unless renewed by the Supplier by making payment each year of the Annual Cost;
- 2.3.6. **"General Terms and Conditions"** shall mean those terms and conditions applicable to both Suppliers and Purchasers available here: <https://tradobar-live.web.app/terms-and-conditions>;
- 2.3.7. **"Party"** or **"Parties"** shall mean the Company or the Supplier, or both, as the context implies;
- 2.3.8. **"Purchaser"** shall mean a natural person or a person duly authorised by an entity who purchases Services through the Website, alternatively engages privately with the Supplier after making first contact through the Website in order that Services may be rendered. The term "Purchaser" shall include the term 'buyer' and 'customer' as may be used on the Website;
- 2.3.9. **"Services"** shall mean the services as provided by the Supplier, and advertised on the Website;

2.3.10. **"Supplier"** shall mean the entity and/or person and/or the company providing the Service to the Purchaser through the use of the Website, either by the Purchaser purchasing same through the Website, or from the Supplier directly having been introduced through the Website. The term "Supplier" shall include the term 'service provider' and 'seller' as may be used on the Website;

2.3.11. **"Supplier Terms and Conditions"** shall mean these terms and conditions as read together with the General Terms of Service and Privacy Policy; and

2.3.12. **"Website"** shall mean the Website as owned, hosted and managed by the Company on which the Supplier's Services are advertised and/or made available for purchase by the Purchaser and which is situated at the following URLs: <http://www.tradobar.com/> and <https://tradobar-web.web.app/>.

2.4. if any provision is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision in the body of the Supplier Terms and Conditions.

2.5. words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in such clause.

2.6. to the extent that there exists any inconsistency between the terms of these Supplier Terms and Conditions and the General Terms and Conditions, the terms herein shall prevail to the extent of any inconsistency unless expressly provided otherwise herein.

3. DURATION AND TERMINATION

- 3.1. These Supplier Terms and Conditions shall commence on the Commencement Date and remain in place for the Duration, subject, without prejudice, to the right of either Party to terminate the Supplier Terms and Conditions by giving the other Party 1 (one) month's written notice of termination, with the understanding that on termination all outstanding orders are to be honoured by the Supplier and delivered to the Purchaser timeously.
- 3.2. In the event of the Supplier Terms and Conditions being terminated by either Party prior to the completion of the Duration, no refund shall be payable to the Supplier in part or at all.
- 3.3. Notwithstanding the provisions contained in these Supplier Terms and Conditions, the Company shall be entitled to terminate these Supplier Terms and Conditions forthwith on written notice to the Supplier if the Supplier breaches these Supplier Terms and Conditions or fails to provide the Services in accordance with the standards and requirements of these Supplier Terms and Conditions.

4. COMPANY SERVICES

- 4.1. The Company provides the Supplier with the following Company Services in order that it may advertise or make available its Services on the Website for purchase by the Purchaser:
 - 4.1.1. the creation of a virtual storefront for the Supplier;
 - 4.1.2. the uploading of a catalogue of Services to be made available through the Website, which shall include but not be limited to:
 - 4.1.2.1. a brief description of the Service itself;
 - 4.1.2.2. the time in which it will take to perform the Service;

- 4.1.2.3. before and after photographs relating to Service results;
 - 4.1.2.4. cost of the Service;
 - 4.1.2.5. payment terms (if any); and
 - 4.1.2.6. contact details of the Supplier.
- 4.1.3. facilitation of payment to the Supplier in the event that a Purchaser is required by the Company to make payment to the Company for Services, by way of EFT, online gateway payment system or escrow payment system, as made available and directed by the Company from time to time.
- 4.2. The Company does not make any explicit or implicit guarantees as to the manner in which, the order in which, Suppliers will be listed or advertised on the Website.

5. ONBOARDING OF SUPPLIER

- 5.1.** Only a Supplier may make use of the Company Services.
- 5.2.** A potential Supplier, if a company, shall in applying to become a Supplier submit the following documentation to the Company:
- 5.2.1.** company registration documents;
 - 5.2.2.** description of Services that they intend to provide;
 - 5.2.3.** company logo (or other trademarked or commonly used wordmark or slogan as associated with the company);
 - 5.2.4.** proof of bank account; and

5.2.5. identity documents of the directors.

5.3. A potential Supplier, if a natural person, shall in applying to become a Supplier submit the following documentation to the Company:

5.3.1. identity document;

5.3.2. description of Services that they intend to provide;

5.3.3. proof of residence;

5.3.4. logo (or other trademarked or commonly used wordmark or slogan as associated with the person/Services); and

5.3.5. proof of bank account.

5.4. All potential Suppliers shall also provide a list of the Services which they require to have advertised, made available and/or sold through the Website.

5.5. The Company reserves the right, at its own discretion, to request further documentation before accepting a registration on the Website, carry out any necessary credit or background checks, refuse the registration of a Supplier on the Website, or to restrict the Services as provided by a Supplier. The Company shall further not be obliged to provide any explanation for its decision.

5.6. The Company may, at its own discretion, charge a registration fee.

5.7. The Supplier warrants that it shall at all times ensure that the information as contained on the Website insofar as it pertains to the Supplier or the Services that it provides are current and correct.

6. PRODUCT INFORMATION

- 6.1. In the event of the Company expanding the Company Services to include the selling of products by a Supplier, then the Supplier shall be required to provide the Company with the following information:
- 6.1.1. the name and description/function of each product;
 - 6.1.2. the unpackaged dimensions of each product;
 - 6.1.3. the weight of each product; and
 - 6.1.4. a clear, high quality photo (or rendering) of each product.

7. SERVICE LEVELS

- 7.1. The Services offered by a Supplier shall be rendered and of a high standard, and consist only of those that have been approved by the Company, and that it is capable of performing.
- 7.2. The Supplier shall solely be responsible for ensuring that the Services are performed at the time and in accordance with the arrangements as made with the Purchaser, irrespective as to whether payment of the Services by the Company to the Service Provider falls outside of the payment date on the proviso that confirmation of payment to the Company by the Purchaser has been confirmed.
- 7.3. The Company may, at its own discretion, and at the request of the Purchaser assist in ensuring that the Services are provided within a reasonable timeframe after payment is made. However there exists no obligation on the Company to provide such assistance.

8. LIMITATION ON SERVICES TO BE PROVIDED

8.1. The Supplier shall not:

8.1.1. make any Services available on the Website which have not been approved by the Company;

8.1.2. engage in any form of unethical behavior, as determined at the reasonable discretion of the Company; and

8.1.3. act in any manner which may be construed as not being compliant with the General Terms and Conditions.

8.2. Any failure by the Supplier to act in accordance with the terms contained in this clause 24 may be interpreted as a breach of the Supplier Terms and Conditions and lead to the termination thereof, at the discretion of the Company.

9. **PAYMENT**

9.1. Purchasers may request quotations from the Supplier via the Website, or alternatively with the Supplier directly.

9.2. All payments made in respect of Services rendered by the Supplier to a Purchaser at this time, and unless otherwise directed by the Company, shall be made directly into the Supplier's banking account.

9.3. The Company reserves the right to alter the payment structure as set out in clause 25.1 above, at its discretion.

10. **COST OF SERVICES**

10.1. The Supplier undertakes that the cost of the Services as reflected on the Website shall be the same as that charged by the Supplier both on the

Website and through any other outlet through which the Supplier may offer the Services for sale.

11. COPYRIGHT

- 11.1. The contents of the Website are the property of the Company. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Website is that of the Company unless credit is attributed to the author thereof, and is, likewise, protected by South African and international copyright laws.
- 11.2. Except as stated in these Supplier Terms and Conditions, none of the contents of the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without the prior written permission of the Company or the copyright owner, and further, should such consent be provided, the Company reserves its right to withdraw such consent at any stage, at its sole and absolute discretion.
- 11.3. The Supplier, in providing a description of the Service, is prohibited from using keywords or repetitive words or words which have no bearing on the Service appearing on the Website.
- 11.4. The Company does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and may at its sole discretion, remove any infringing content should same infringe on another's intellectual property rights or its own.
- 11.5. The Supplier is in terms of these Supplier Terms and Conditions, granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page or its own store front on the Website, on condition that the link does not portray the Company or its affiliates in a false, misleading, derogatory, or

otherwise offensive manner. A Supplier may not use the Company's logo or other proprietary graphic or trademark as part of the link without the express permission of the Company, its affiliates or content suppliers.

- 11.6. All trademarks and copyrights, together with any other intellectual property rights, in and to any of the content of the Website, where not evidently that of the Supplier or a third party, are the exclusive property of the Company.

12. POSTED CONTENT

- 12.1. The Supplier warrants that:

12.1.1. all rights in and to any information ("Posted Content") uploaded by it (including, without limitation, all rights to the reproduction and display of such Posted Content) are obtained by the Supplier or, alternatively, all necessary rights in and to such Posted Content providing the rights in and to such Posted Content have been obtained;

12.1.2. all necessary license fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of the Posted Content have been paid prior to it being uploaded to the Website;

12.1.3. Posted Content does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;

12.1.4. it is entitled, in the event of the Posted Content being the property of a third party, to receive any payment generated from sales as a result of the uploading of the Posted Content;

12.1.5. the Posted Content does not incorporate materials from a third party website, or addresses, email addresses, contact information, or phone numbers (other than a Supplier's own, or with appropriate approval granted);

12.1.6. the Posted Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files; and

12.1.7. the Posted Content does not contain any information that may be considered confidential, proprietary, or personal insofar as it relates to a third party.

12.2. By submitting the Posted Content, the Supplier grants the Company an irrevocable, perpetual, transferable, non-exclusive, fully paid, worldwide, royalty free license (sub-licensable through multiple tiers) to publish feedback, comments and ratings in respect of the Services sold through and/or advertised on the Website and use such feedback in blogs, features, social media posts, highlights as well as for advertising and promotional purposes.

12.3. The Company shall not be held liable or responsible for any loss, theft, damage or misuse of the Supplier's copyright material in respect of the Posted Content.

13. LIABILITIES AND INDEMNITIES

13.1. Without limiting the generality of these Supplier Terms and Conditions and the General Terms and Conditions, the Supplier hereby indemnifies the Company and shall keep indemnified the Company in respect of any cost or expense incurred by the Company by virtue of a decision made by it to act on a Supplier's behalf, with or without a Supplier's permission, arising out of any regulation or law including but not limited to:

13.1.1. any claim by a Purchaser in respect of the Services;

13.1.2. the Company making a payment to a Purchaser in circumstances where the Supplier has failed to comply with these Supplier Terms and Conditions;

13.1.3. any amendments or deletions which the Company may make in respect of any text or graphics uploaded onto the Website by the Supplier; and

13.1.4. any payments made by the Company on an ex gratia basis arising from an agreement between the Company and the Purchaser.

14. NON-EXCLUSIVITY OF COMPANY SERVICES

14.1. It is recorded that the Company shall provide the Company Services to more than one Supplier, and as such, no single Supplier shall have any right or entitlement to any exclusivity to the Company Services or the Services provided by it.

14.2. The Company has no control of the prices of the Services, and cannot guarantee that one Supplier will not advertise the same or similar Service at a higher or lower price as that of another.

15. BREACH

15.1. If any Party commits a breach of these Supplier Terms and Conditions and fails to remedy such breach within 7 (seven) days of receipt of written notice requiring the breach to be remedied, then the Party giving notice shall be entitled, at its option, either to cancel these Supplier Terms and Conditions and claim damages or alternatively to claim specific performance of all the defaulting Party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

16. DOMICILIUM CITANDI ET EXECUTANDI AND CONTACT INFORMATION

16.1. The Company and the Purchaser choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary of these Terms, the following:

16.1.1. Company: Tradobar (Pty) Ltd
124 Main Road, Kalk Bay, Cape Town, 7975.
Email address: info@tradobar.com.

16.1.2. Purchaser: The address as provided for when registering on the Website.

16.2. Both the Company and the Purchaser may change their *domicilium* to any other physical address or email address by written notice to the other to that effect. Such change of address will be effective 7 (seven) days after receipt of notice of change of *domicilium*.

16.3. Any notice given in terms of these Terms shall be in writing and shall:

16.3.1. if delivered via email, be deemed to have been received on the date of dispatch;

16.3.2. if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery; and

16.3.3. if delivered by an internationally recognised courier service, be deemed to have been received by the addressee 3 (three) business days after dispatch.

- 16.4. Notwithstanding anything to the contrary contained in these Terms, a written notice or communication actually received by a Party from another shall be adequate written notice or communication to such Party.

17. GOVERNING LAW & JURISDICTION

- 17.1. These Supplier Terms and Conditions shall be regulated entirely by the laws of the Republic of South Africa and, in the event of a dispute, the Supplier consents, at the Company's sole and exclusive discretion to the jurisdiction of the Cape Town Magistrate's Court of South Africa.

18. VARIATION

- 18.1. No contract varying, adding to, deleting from or cancelling these Supplier Terms and Conditions, and no waiver of any right under these Supplier Terms and Conditions, shall be effective unless reduced to writing and signed by or on behalf of the Parties. Writing shall not be construed as email correspondence signed by means of email signatures.

19. ENTIRE TERMS AND CONDITIONS

- 19.1. These Supplier Terms and Conditions, in conjunction with the General Terms and Conditions, constitute the whole terms between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein, are binding on the Parties.

20. FORCE MAJEURE

- 20.1. If a Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under these Supplier Terms and Conditions due to theft, strike, lock-out, load shedding, blackout, fire, explosion, flood, riot, war, vehicle accidents, act of nature, epidemic, pandemic, embargo, legislation, civil commotion, unrest, strikes or disturbances, cessation of

labour, government interference or control, or any other cause or contingency beyond the control of such Party, the Party so affected shall be relieved of its obligations hereunder during the period that such event and its consequences continue, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages whether general, special or consequential which the other Party may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given of any such inability to perform by the affected Party. Any Party invoking force majeure shall upon termination of such event giving rise thereto, forthwith give written notice thereof to the other Party.

- 20.2. If the event continues for a period of 30 (thirty) days, either Party may then give notice of termination of the Supplier Terms and Conditions, which termination shall take effect 7 (seven) business days after the giving of the notice.

21. PREPARATION

- 21.1. These Terms have been custom created for Tradobar (Pty) Ltd by Legal Legends www.legallegends.co.za.