

Terms and Conditions

This agreement applies as between you and Jozi's Kitchen 6 Cedar Street, Chloorkop Midrand, Gauteng (hereinafter "Jozi's Kitchen", "we" or "us"). Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the website and our online shop.

1. General Terms and Conditions

- 1.1. The provisions set out in these Terms govern your access to and your use of our website and shall constitute a legally binding agreement between you and us. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our website.
- 1.2. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable license to use our website on these Terms.
- 1.3. We reserve the right to change, modify, suspend, or discontinue any portion of the Services, our website or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.

2. Intellectual Property

All Content included on the website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Jozi's Kitchen, our affiliates or other relevant third parties. By continuing to use the website you acknowledge that such material is protected by applicable South African and International intellectual property and other relevant laws.

3. Basis of Order and Acknowledgement

- 3.1. The Contract is subject to these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions you purport to apply in any Contract).
- 3.2. You represent that you are at least 18 years of age, and if you live in another state or country, you are of the age necessary to enter into contracts according to the laws of your home state or country.
- 3.3. A Contract shall not be effective until we have issued written acknowledgement and acceptance of such Contract (notwithstanding any earlier confirmation of receipt).
- 3.4. We may in our sole discretion decline any order placed by you.
- 3.5. No change or modification of the Contract shall be allowed after acceptance by us unless accepted in writing by us.
- 3.6. If there is any conflict between the prices indicated online and our acknowledgement of the Contract, then the latter shall take precedence.

4. Products Descriptions and Prices

- 4.1. We do our best to ensure that the information about our products is accurate and up to date. However, we do not guarantee that there will be no errors in the description and/or pricing of the Products, or that Products will always be available if you wish to place an Order to purchase them.
- 4.2. We reserve the right to modify the information about Products displayed on our Site, including as regards prices, description and availability. However, such changes will not affect Orders for which you have already received an Order Receipt email.

5. When Orders are not accepted

- 5.1. While we do our best to always accept Orders, we could however refuse an Order in certain cases, for example if: you provide us with incomplete, incorrect or fraudulent information regarding your identity, age, payment details, billing information, shipping address; we discover that there was an error on our website relating to the Products you ordered, for

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example as regards the price or description displayed the Products you ordered are unfortunately out of stock or no longer available; We have reasonable grounds to believe that you intend to resell the Products.

- 5.2. If we cannot accept your Order we will contact you by email as soon as possible but in any case no later than 30 days from the date of your Order.
- 5.3. If we cannot accept your Order because the Products are no longer available, or because of an error in the price and/or other information on our Site, we will refund you any money you may have already been charged for such Products.

6. Cancellation of Orders

- 6.1. Jozi's Kitchen reserves the right to cancel, at any time before delivery and for whatever reason, an Order that it has previously accepted. We may do this for example, but without limitation, where: our order is to be delivered our Delivery Areas; an event beyond our control, such as storm, fire, flood or failure of computer systems, means that Jozi's Kitchen is unable to supply the Products within a reasonable time; Products ordered were subject to an error on the website, for example, in relation to a description, price or image, which was not discovered prior to the Order being accepted; you ask us to cancel your Order.
- 6.2. You may cancel your Order where we have breached a material term of this Agreement; or were are not able to deliver your Order within a reasonable time of the estimated delivery time, other than a result of any delay: (i) for which you are wholly or partly responsible such as a failure to provide the correct delivery address or to pay for the Products; or (ii) which was outside our control.
- 6.3. Where we cancel your Order after acceptance it will send you an e-mail notifying you of cancellation.
- 6.4. In the event we or you are cancelling your Order after payment has been processed, Jozi's Kitchen will refund any money paid in respect of that Order, typically within 14 days.
- 6.5. Except to the extent otherwise required by law or as expressly set out in these terms and conditions, we will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of cancellation of your Order, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

7. Availability of Products

You acknowledge and agree that, from time to time, certain Products may be out of stock or unavailable. Jozi's Kitchen reserves the right to withdraw or suspend from sale any Products displayed on the website, either temporarily or permanently, at any time without notice to you. Except to the extent otherwise required by law, we will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of the unavailability of any Products at any time, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

8. Passing of Risk and Title

The risk in the Product shall pass to you on delivery. The full legal, beneficial and equitable title to the Product shall remain vested in us (even though they have been delivered and risk has passed to you) until we give written notice to you to pass legal and beneficial ownership of the Product to you or, if earlier: (a) payment in full, in cash or cleared funds, for all the Product has been received by us; and (b) all other money payable by you to us or under the Contract or any other contract or order has been received by us. Our rights and remedies set forth herein are in addition to and shall not in any way prejudice, limit or restrict any of our other rights or remedies under the Contract or in law or equity. We shall be entitled to maintain an action against you for the price of the Product notwithstanding that legal, equitable and beneficial title to and property in the Product has not passed to you.

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9. Chargebacks

You agree to contact us prior to raising a request for a chargeback or any dispute with your bank or card issuer in relation to any Transaction. If you make a card payment through our website, and later dispute a legitimate charge by raising a chargeback without merit or legitimate reason (as determined at our sole discretion), whether fraudulently or otherwise, then we reserve the right to blacklist you by providing compelling evidence to refute your invalid chargeback request and/or pursue legal action as the case may be.

10. Warranty

- 10.1. We warrant that any Product furnished hereunder shall, at the time of delivery, be free from defects in material and workmanship. You shall submit to us reasonable written details establishing a breach of the warranty set forth above. Unless agreed otherwise by us in writing, our liability for failure of any Product to comply with the foregoing shall be limited to replacing that Product found. We shall pay all reasonable return packaging and transportation costs of a valid claim. If requested by us, you shall promptly deliver back to us any Product which have been replaced.
- 10.2. We shall not be liable for a breach of the warranty in any of the following circumstances:
 - (i) the Product has been modified, altered, used in its intended purpose or misuse or neglect;
 - (ii) the Product has not been used in accordance with our instructions;
 - (iii) normal wear and tear, wilful or accidental damage;
 - (iv) the price for the Product, or any other Products or services supplied by us or our affiliates, has not been received in full.
- 10.3. Minor deviations from specifications which do not affect performance of the Product shall not be deemed to constitute defects in materials or workmanship or a failure to comply with the specifications referred to.

11. Allergy Disclaimer

- 11.1. Although your Products are prepared with care, we cannot guarantee any of our products are suitable for those with allergies due to a high risk of cross contamination.
- 11.2. Always check the ingredients list before you buy, to help identify whether foods are suitable for your diet.
- 11.3. Please find allergen advice below for all products:
 - 11.3.1. Allergen Advice:
 - 11.3.2. Contains Egg, Milk, Wheat, Soya, Sulphites, Gluten
 - 11.3.3. May contains nuts, peanuts, and sesame.

12. Exclusion and Limitation of Liability

- 12.1. These terms and conditions set out our entire liability (including any liability for the acts or omissions of our sub-contractors) in respect of the Product supplied by us and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract. Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited.
- 12.2. In no event shall we be liable for: (i) any loss of anticipated profits; (ii) any loss of actual profits, (direct or indirect); (iii) any loss of anticipated savings; (iv) any loss of business or revenue; (v) any economic loss of whatever nature; (vi) any indirect, special or consequential loss or damage, or punitive or exemplary damages, howsoever caused; (vii) any loss arising as a result of any third party bringing a claim of any nature whatsoever; and/or (viii) any loss resulting from use, application of or results obtained from any software incorporated into the product.
- 12.3. We shall not be liable for any such loss whether or not any such loss or damage was foreseen, direct, foreseeable, known or otherwise. Our total aggregate liability arising out of or in connection with the performance or contemplated performance of the contract whether

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for negligence or breach of contract or for any cause whatsoever shall in no event exceed the price paid by you for the product giving rise to your claim.

- 12.4. To the extent permitted by law, the period in which any claim arising out of or related to the contract must be brought is limited to one year from the date that such claim or cause of action is discovered or should have been discovered with the exercise of due diligence, and no claim may be brought after the expiry of this agreed limitation period.
- 12.5. Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant legal provisions. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

13. Accuracy of Billing and Account Information

- 13.1. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers or distributors.
- 13.2. You agree to provide current, complete, and accurate purchase and order information for all purchases made at our store.
- 13.3. You agree to promptly update your order information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

14. Privacy

For the purposes of applicable data protection legislation, Jozi's Kitchen will process any personal data you have provided to us in accordance with our Privacy Policy. You agree that, if you have provided Jozi's Kitchen with personal data relating to a third party (i) you have in place all necessary appropriate consents and (ii) that such third party has read our Privacy Policy. You agree to indemnify Jozi's Kitchen in relation to all and any liabilities, penalties, fines, awards, or costs arising from your non-compliance with these requirements.

15. Disclaimers

Jozi's Kitchen makes no warranty or representation that the Products will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be secure, and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Products.

16. Availability of the website

- 16.1. The website is provided "as is" and on an "as available" basis. We give no warranty that the website will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility, and satisfactory quality.
- 16.2. Jozi's Kitchen accepts no liability for any disruption or non-availability of the website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

17. Other important terms

- 17.1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.

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- 17.2. In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.
- 17.3. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 17.4. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 17.5. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms, or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 17.6. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 17.7. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 17.8. These terms and conditions and the relationship between you and Jozi's Kitchen shall be governed by and construed in accordance with the Law of South Africa, and you agree to submit to the exclusive jurisdiction of the Courts of Gauteng.