

FINEST FRUIT UNDER THE SUN
SINCE 2002

AT SOURCE

HANDMADE FOODS

~ PTY • LTD ~

TERMS OF USE

(Version effective as of 1 February 2012)

Welcome to the home of At Source Handmade Foods (Pty) Ltd, a web site currently located at www.ceciliasworld.co.za/farmshop.

Important Notice

- (1) **Please read our terms of use carefully. Your use of this web site and any of the services offered on this web site will be subject to the then current version of our terms available on this web site at the time of your use. If you do not accept our terms of use, you may not access our web site or use any of the services available via our web site.**
- (2) **Our terms contain specific provisions to limit our liability. These terms have been set out in capital letters. You should pay particular attention to these terms since they limit your ability to recover losses that you may incur in connection with your use of our web site.**
- (3) **IF YOU ARE NOT YET 18, YOU MAY NOT ACCESS OUR WEB SITE, USE THE SERVICES OR PARTICIPATE IN THE ACTIVITIES AVAILABLE VIA OUR WEB SITE BECAUSE WE OFFER, AMONGST OTHERS, LIQUOR PRODUCTS FOR SALE AND ARE NOT ALLOWED TO SELL LIQUOR PRODUCTS TO MINORS.**
- (4) **We may change our terms of use from time to time. Such changes will take effect as and when published. Therefore, you should keep up-to-date with their content and read these terms of use at all times prior to using this web site since the then current version of the terms will apply to your use.**

Should you have any questions regarding this site's terms of use, please contact our Customer Care Centre at shop@ceciliasworld.co.za or 023 313 3130.

PART A: GENERAL INFORMATION AND TERMS

1 GENERAL INFORMATION

For your convenience, we have listed below some general information about ourselves:

- The operator of this website is At Source Handmade Foods (Pty) Ltd;
- We are a private company incorporated in accordance with the laws of the Republic of South Africa with registration number 2002/014900/07;
- The chief executive officer of At Source Handmade Foods (Pty) Ltd is Handri Conradie and the Board of Directors of At Source Handmade Foods (Pty) Ltd is available at <http://www.source.co.za>
- Our postal address is P O Box 702, Ceres, 6835;
- The address of establishment of At Source Handmade Foods (Pty) Ltd is at Koelfontein Farm, Prins Alfred's Hamlet and we will accept service of all legal documents there;
- Our telephone and facsimile numbers are Tel: +27 (0)23 313 3130, Fax: +27 (0)23 3134898;
- The e-mail address of At Source Handmade Foods (Pty) Ltd is shop@ceciliasworld.co.za;
- Our VAT number is 4470203623;

2 DEFINITIONS

- 2.1 In these terms of use, the following expressions shall bear the meaning assigned to them below:
- 2.1.1 "**Business Day**" - any day other than a Saturday, Sunday or South African public holiday;
- 2.1.2 "**Products**" - any goods or other products that are made available by us via this website;
- 2.1.3 "**We**", "**us**" and/or "**our**" -
- 2.1.3.1 At Source Handmade Foods (Pty) Ltd (Registration number 2002/014900/07)
- and, unless the context indicates otherwise, its owners, employees, suppliers, internet service providers, agents and affiliates;
- 2.1.4 "**You**" - the user of this website;
- 2.2 Hyperlinks which are not operational, will not in any way detract from the validity and interpretation of the terms;

3 GENERAL CONDITIONS OF USE FOR THIS WEB SITE

- 3.1 You are solely responsible for any and all telephone usage and rental fees and/or internet access service fees that may apply to your use of this web site and the services offered on it.
- 3.2 You may not access this site for any purpose other than for utilizing the services offered on it in the normal manner. You may not access our site for the purposes of redistributing or otherwise using any of our content for your own business purposes unless you are expressly licensed thereto by us in writing. You may not use your access to this site in a manner that would bring us, our business and/or any of our affiliates into disrepute. Furthermore, you may not access this site for unlawful purposes or use it in a manner which infringes our rights or the rights of any other person or restricts or inhibits the use of or enjoyment of this site by any other person. In this regard, you must comply with the laws, regulations and codes of conduct applicable to your use of this site. You may not post or transfer any material to our web site that is unlawful or violates any third party's rights or which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer system. We may remove any content you have submitted to this site and/or suspend your access to any part of this site at any time without notice.
- 3.3 We do not usually monitor, edit, control or filter the content submitted to this site by our users. Such content, including as may be found in blogs, forums, chat groups, comment sections and bulletin boards, do not represent our views and we have not authorized or endorsed such content. Such content should also not be viewed as professional advice of any kind, be it medical, legal, financial or otherwise. Please notify our Customer Care Centre if you have a complaint about the activities of or content submitted by a user of this site.
- 3.4 We do not distribute or endorse any products, services or events posted, promoted and/or listed on our site other than the products and services we supply ourselves and our display of such products, services or events should not be construed as any form of endorsement thereof. All arrangements regarding such products, services and events are to be made directly with the supplier thereof.
- 3.5 Notwithstanding that this site may contain links to third party web sites and that some third party web sites may contain links to this site we do not control, endorse or approve the activities or content of any such third party web sites. Please contact the relevant web site proprietor if you have a complaint about the activities or contents of a third party web site.
- 3.6 Proprietary rights (including without limitation, the trade marks, copyright and patent rights) in the components of this site belong to us and our licensors, including in the compilations, collective works and derivative works created

incorporating the content of our users. The individual content you may submit will remain your property, but you grant us an irrevocable, perpetual, worldwide, transferable, sub-licensable and royalty-free license to use such content free from any restriction and on the basis as if we were the owners thereof, including by modifying, reproducing, compiling, publishing, publicly performing, distributing, broadcasting and promoting it.

- 3.7 The downloading and use of data contained on this web site is done at your sole discretion. You should independently verify the completeness and reliability of information provided on or via this site. Also be aware that viruses or code which may have a harmful effect on your computer system could be transmitted to you. You are responsible for implementing suitable protection mechanisms to prevent such harm from occurring.
- 3.8 **ACCESS TO OUR WEB SITE SERVICES IS PROVIDED TO YOU FREE OF CHARGE. RELIANCE ON AND USE OF OUR WEB SITE, CONTENT AND SERVICES ARE THEREFORE AT YOUR OWN RISK. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE ARISING IN CONNECTION WITH YOUR RELIANCE ON OR USE OF THIS SITE OR THE CONTENT OR SERVICES PROVIDED, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW OR THE CONTRARY IS EXPRESSLY STATED.**
- 3.9 We also reserve the right, without notice and in our sole and absolute discretion, to make changes to any parts of the site inclusive of changes to these terms of use including those relating to our ordering service. It is your responsibility to review our terms of use on each occasion prior to making use of this site and our ordering service. If you continue to use this site after our amended terms of use has been posted on the web site, it will constitute a deemed acceptance of such amended terms of use. We specifically reserve the right at any time to change or discontinue without notice, any aspect and/or feature of this web site.
- 3.10 We are committed to protecting your privacy. We will collate the information which you give to us to provide you with services and personalize your use and visits of this site. We may also use such information to inform you, the user, about changes in the services we offer and/or about features we think you would find of interest. We may also permit the affiliated entities in our company group to inform you about products or services they offer that might interest you. By giving us this information, you consent to our use of it for these purposes and for the purposes outlined in our Client Information Processing Policy, including for the purpose of processing your orders and instructions. For further information regarding our treatment of your personal information, you are referred to our Client Information Processing Policy.
- 3.11 We have to protect our business and secure our systems. Consequently, you should note that we may monitor and keep records of any communication that you may send to or receive via our web site and we may use, publish and

disclose such communications for any lawful purpose. This may include our filtering of incoming and outgoing electronic data messages to identify, limit and/or prevent the transmission of unlawful or otherwise undesirable material or content.

PART B: ORDERING TERMS

1 ORDERING PROCESS

- 1.1 You must be over the age of 18 and able to conclude binding contracts to place orders with us. If you do not comply with the aforesaid you may not place any orders for Products on this web site. We may require you to provide us with suitable documents proving your age and/or legal capacity prior to accepting any order from you.
- 1.2 You may submit orders to us by completing our standard online order form and submitting same to us in the prescribed manner. Our web site ordering process will provide you with an opportunity to review the entire transaction, to correct any mistakes and to withdraw from the transaction before finally submitting your order.
- 1.3 Once submitted, your order will constitute an offer on the terms and conditions contained in these terms of use that is open for acceptance by us to conclude a binding agreement with you. No conflicting terms or conditions incorporated by you in your order will form part of any agreement concluded between us. Upon receipt of your order, we will try to send an acknowledgement by electronic mail to the address specified in your order to confirm that your order has been received. Such acknowledgement will not constitute acceptance of your order and no binding contract will come into being as a result thereof.
- 1.4 Once we have assessed your order we will send a notice to you indicating our acceptance or rejection of your order. Such notice will be sent to you by electronic mail to the address specified in your order, a legally binding contract will be formed between us upon the earlier of (i) our sending of such a notice accepting your order to you, or (ii) our delivery to you of any of the Products ordered. We reserve the right to reject any order placed by you and we will notify you by electronic mail if this is the case.
- 1.5 Please note that while we will try to send to you an acknowledgement and notice of acceptance or rejection for every valid order we receive from you, we cannot guarantee that such acknowledgements and notices will be received by you, nor that, if they are received by you, that they will be legible and uncorrupted. Your failure to receive such acknowledgement or notice will not affect the validity of the agreement concluded between us in respect of an order.
- 1.6 If you do not receive a confirmation notice after submitting your order, or if you experience an error message or service interruption after submitting your

order, you should confirm with our Customer Care Centre shop@ceciliaworld.co.za whether or not your order has been received and processed. Only you may be aware of any problems that may have occurred during the ordering process. It is your responsibility to ascertain if we received your order.

- 1.7 The information you have submitted with your order will be processed as you have provided it. If you realise that an error has been made or that you need to make a change to such information, you should contact our Customer Care Centre shop@ceciliaworld.co.za immediately. Please remember that no refunds are possible for losses resulting from such error.
- 1.8 A complete record of your order will be sent to the email address you provide to us during the ordering process. You should retain such record. We will also retain records of completed orders previously placed by you via this site for a period of at least 6 (six) months, but they will not be available on this site. For access and information on such records you can contact our Customer Care Centre shop@ceciliaworld.co.za.
- 1.9 If any problems arise in respect of delivery or the handling of your orders please contact us by sending an e-mail to us at shop@ceciliaworld.co.za or contact our Customer Care Centre on 023 313 3130.

2 DESCRIPTION AND PRICING

- 2.1 The main characteristics of all Products offered via this web site are contained on the web site. We try to ensure that all Products that appear on this web site are displayed and described completely and accurately. Kindly notify us immediately if you become aware of any omissions or inaccuracies pertaining to such display and description.
- 2.2 The supply of Products (including pursuant to any special promotion) displayed or made available via this web site depends upon the availability thereof. All prices displayed on this web site are in South African Rand and are valid only for delivery in the Republic of South Africa. We may without prior notice change the price, discontinue the availability or change the description of Products or special promotions that are displayed on or made available via this web site. Special promotions may be subject to certain additional terms and conditions which will be clearly set out.
- 2.3 All prices indicated as applying to Products on this web site will include VAT but exclude any other taxes and duties, which, unless otherwise indicated, will be charged separately.
- 2.4 All prices indicated as applying to Products on this web site will be exclusive of delivery fees which will be separately charged to you in respect of all deliveries in accordance with the specified rates.

3 PAYMENT

- 3.1 We will not be obliged to deliver any Products to you prior to receiving full payment of the full purchase price payable for such Products.
- 3.2 You will be required to provide the necessary payment account details (such as credit card details) and to authorize payment of the amounts payable for the Products ordered when submitting your order. By submitting an order to us, you authorise us to debit your designated account with the relevant amounts due for the Products ordered. Such authorization will allow us to obtain

payment at any time after our acceptance of your order, although such acceptance may be prior to our delivery of such Products. Should we be unable to duly effect such payment for any reason your order may be cancelled. You warrant that you are duly authorised to make payments from the account designated by you. You also authorise us to pay all amounts to be refunded to you into such account.

4 DELIVERY

- 4.1 We only deliver Products within certain designated areas within the Republic of South Africa. If your specified delivery address does not fall within these areas we will not be able to deliver the applicable Products ordered to you. Unless a delay in delivery is agreed between us in writing, you agree that delivery of all Products ordered may commence immediately.
- 4.2 If your specified delivery address is within our designated delivery areas, we will endeavour to deliver Products within a reasonable time of your order. Delivery will usually occur on Business Days during our business hours and we will endeavour to arrange such delivery with you in advance. All such arranged times are estimates only and you should not rely on such times. We will not be liable for failing to deliver at the pre-arranged time.
- 4.3 You agree to accept delivery and make payment for the ordered Products actually delivered to you, notwithstanding that we are unable for any reason to deliver to you all of the Products ordered. We will notify you if we are unable to deliver any Products ordered as soon as we become aware thereof and in such case we will fully refund you the purchase price paid for such undelivered items within 30 days of such notice.
- 4.4 Upon delivery of Products, you or any person accepting delivery on your behalf will be required to sign a copy of the delivery note showing the items delivered, the delivery fees, VAT and the amount already paid and any amount still payable in respect of such Products (to the extent applicable). We are entitled to assume that anyone other than yourself who receives delivery of the Products at the specified delivery address is authorised to accept delivery on your behalf.
- 4.5 We are entitled to charge additional delivery fees for failed deliveries to the specified delivery address if nobody is present to accept delivery at a prearranged time.

5 RISK AND TITLE

Risk in the Products ordered shall pass to you upon delivery to you or upon delivery at the specified delivery address to anyone accepting delivery on your behalf. Ownership and title in the Products purchased by you shall remain with us until they are delivered to you and payment for such Products has been received in full at which time they shall pass to you.

6 DIRECT MARKETING AND RETURNS

- 6.1 You may cancel any order for Products submitted via this web site as a result of direct marketing at any time within 5 (five) Business Days after the later of the date of our acceptance of your order or delivery of the Products to you by sending a cancellation notice to shop@ceciliasworld.co.za or calling our Customer Care Centre on 023 313 3130. When you cancel an order you must

provide us with the applicable order reference number. We will refund you within 15 Business Days of cancellation (if the Products were not yet delivered to you) any amount paid to us in respect of such cancelled order or within 15 Business Days after we have received the returned Products (in their original, unopened packaging) from you, provided that we will be entitled to retain any costs already incurred to deliver the relevant Products to you or to restock or repackage the Products for re-sale.

- 6.2 Any Product delivery to you that is defective or not fit for purpose, you may return to us at Koelfontein Farm, Prince Alfred's Hamlet. We will refund you any portion of the purchase price already paid to us for the Products returned to us in terms hereof within 15 Business Days of such return.
- 6.3 Upon our request, you must return to us any Product provided to you pursuant to an order in exchange for a full refund of the relevant purchase price, if we are obliged by law to recall such Product.

7 SECURITY

We will try to ensure that sensitive payment information (such as your credit card details) provided to us are suitably protected. For such purposes we will implement reasonable security measures which may include cryptographic techniques to protect such information. However, we do not guarantee the absolute security of any information you transmit to us or that is transmitted to you or any other person.

8 LIMITATION OF LIABILITY

- 8.1 **WE WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY CLAIMS ARISING FROM ANY ORDER IN AN AMOUNT THAT EXCEEDS THE PAYMENT WE RECEIVED FROM YOU IN RESPECT OF SUCH ORDER, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY LAW.**
- 8.2 **WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OF ANY KIND WHATSOEVER ARISING IN CONNECTION WITH ANY PRODUCTS, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY LAW.**
- 8.3 **PLEASE NOTE THAT PRODUCTS MAY HAVE DEFECTS AND ARE SOLD "AS DESCRIBED" AND WITH SUCH DEFECTS. SOME PRODUCTS MAY ALSO BE HAZARDOUS TO YOUR HEALTH OR YOUR PROPERTY. YOU ARE RESPONSIBLE FOR ASCERTAINING WHETHER OR NOT SUCH PRODUCTS ARE SUITABLE FOR YOUR REQUIREMENTS**

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PART C: COMPLAINTS AND GENERAL

- 1 We aim to provide you with a quality service. If, however, you feel that you have cause to complain, you can contact our Customer Care Centre at shop@ceciliasworld.co.za. We will try to do our best to resolve any problems that arise. We require that you provide us with the following as part of your complaint:
 - 1.1 Your full names, physical address, telephone number and email address

- 1.2 The location and description of the service feature or transaction which is the cause of your complaint
 - 1.3 The problem with the service or transaction or rights that you allege to be infringed by such feature or component
 - 1.4 The actions you would like us to take to remedy the problem
 - 1.5 A statement confirming that you are making the complaint in good faith
 - 1.6 A statement confirming that the information you are providing to us is to the best of your knowledge true and correct
- 2 Use of this web site is subject to the laws of the Republic of South Africa, and the exclusive jurisdiction of the Western Cape High Court, Cape Town provided that if any South African Magistrate's Court has competent jurisdiction over your person to adjudicate on any dispute arising from or in connection with these terms of use, such Magistrate's Court will also have jurisdiction to adjudicate the dispute notwithstanding that the amount in dispute may exceed such court's jurisdiction. You agree to accept service of legal process at the addresses you may provide to us when you use or subscribe to our web site services.
 - 3 These terms of use and the terms incorporated herein by reference and the relevant terms implied herein by applicable law constitute the entire agreement between you and us with respect to this site, the Products offered here and any Products acquired through this site. These terms of use shall override any contrary terms or conditions incorporated by you in your communications with us and any such conflicting terms or conditions will not form part of the agreement concluded between us.
 - 4 Our failure to enforce any provision of this agreement strictly will not be construed as a waiver of any provision or right. In the event that a portion of this agreement is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.
 - 5 You may not subcontract, cede, delegate, transfer or assign any of your rights, obligations or duties hereunder to any other person without our prior written consent. We may cede, delegate, transfer and assign our rights, obligations and duties hereunder to any other person.
 - 6 We will be excused from a failure to perform or delay in performance of our obligations hereunder if and to the extent that circumstances outside our reasonable control prevent or delay such performance.