



WEBSITE TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE HENTIES JUICE CC WEBSITE OR ANY PART THEREOF ("THE HENTIES WEBSITE") IN TERMS OF SECTION 11(3) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST LEAVE THE HENTIES WEBSITE IMMEDIATELY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

DEFINITIONS AND INTERPRETATION

- a) "Henties" means Henties Juice CC, registration number 1997/026086/23;
- b) "Henties website" means the Henties website located at www.henties.co.za and includes any part or element thereof;
- c) "User" means any person who enters or uses the Henties website, notwithstanding the fact that such a person only visited the home page of the Henties website;
- d) References herein to the singular include the plural and vice versa; and
- e) Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

1. GENERAL

1.1 Henties Juice CC is a prominent producer and distributor of quality beverages and consumables in South Africa, with a well-established reputation for delivering superior quality products.

1.2 Henties Juice CC was founded in 1997 and has grown through a commitment to quality, innovation, and excellent service. The company operates from its headquarters in Stikland, Cape Town, and has distribution depots in Port Elizabeth and George.

2. ALLOWED USE AND LICENSE

2.1 Henties licenses the User to view, download, and print the content of the Henties website, provided that such content is used for personal, educational, and/or non-commercial purposes only.

2.2 Content from the Henties website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Henties.

2.3 Users may only access and use the Henties website for lawful purposes.

2.4 The caching of the Henties website shall only be allowed if:

2.4.1 The purpose of the caching is to make the onward transmission of the content from the Henties website more efficient;

2.4.2 The cached content is not modified in any manner whatsoever;

2.4.3 The cached content is updated at least every 12 (twelve) hours; and

2.4.4 The cached content is removed or updated when so required by Henties.

2.5 If any User uses content from the Henties website in breach of the provisions detailed herein:

2.5.1 Henties reserves the right to claim damages from the User;

2.5.2 Henties reserves the right to institute criminal proceedings against the User; and

2.5.3 Henties shall not be liable, in any manner whatsoever, for any damage, loss, or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

2.6 Hyperlinks to the Henties website from any other source shall be directed at the home page of the Henties website. Henties shall not be liable, in any manner whatsoever, for any damage, loss, or liability that resulted from the use of content from the Henties website, if such content was accessed through a hyperlink not directed at the home page of the Henties website. Persons that wish to link to content beyond the home page of the Henties website shall do so at their own risk and indemnify Henties against any loss, liability, or damage that may result from the use of content from the Henties website, if such content was accessed through a hyperlink not directed at the home page of the Henties website.

2.7 No person may frame the Henties website, in any manner whatsoever, without the prior written consent of Henties.

2.8 Apart from bona fide search engine operators and use of the search facility provided on the Henties website by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Henties website for any purposes, without the prior written consent of Henties.

2.9 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Henties at any time without giving reasons therefor.

3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

All intellectual property on the Henties website, including but not limited to content, trademarks, domain names, patents, design elements, software,

databases, text, graphics, icons, and hyperlinks, are the property of or licensed to Henties and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the Henties website are expressly reserved.

4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at their own expense, the computer hardware, software, lines, and access accounts required to access the Internet and the Henties website and/or download content from this website.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content, software, and content downloads available from the Henties website is classified as “electronic transactions” in terms of the ECT Act, and therefore Users have the rights detailed in Chapter 7 of the ECT Act. Henties has the duty to disclose the following information:

5.1 The full name and legal status of the website owner: Henties Juice CC, registration number 1997/026086/23.

5.2 VAT registration number: 4150183079.

5.3 Street address: 12 Cecil Morgan Road, Stikland, Bellville, 7530, South Africa.

5.4 Postal address: As above.

5.5 Telephone number: +27 21 905 7955.

5.6 Official e-mail address: info@henties.co.za.

5.7 Main business: The main business of Henties is the manufacturing, marketing, selling, and distribution of beverages and other consumable products.

5.8 Website address: The official website address of Henties is www.henties.co.za.

5.9 Official e-mail address: For inquiries, please contact us at info@henties.co.za.

5.10 Codes of conduct: Henties adheres to industry best practices and relevant regulatory codes.

5.11 Management contact details: The identities and contact details of Henties' management team are available upon request.

5.12 Costs associated with access: The cost associated with accessing and using the Henties website is free.

5.13 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputed regarding:

5.13.1 access to the Henties website;

5.13.2 the inability to access the Henties website;

5.13.3 the services and contents available from the Henties website;

5.13.4 or these terms and conditions, shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Paarl in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.

5.14 Cooling-off period: In terms of section 42(1)(c) of the ECT Act, the cooling-off provisions do not apply to this website.

5.15 Complaints: Users may lodge complaints concerning the Henties website at info@henties.co.za.

6. CHANGES AND AMENDMENTS

Henties reserves the right, in its sole discretion, to:

- 6.1 Change these terms and conditions without prior notice.
- 6.2 Modify the content and/or services available from the Henties website.
- 6.3 Discontinue any aspect of the Henties website or services.
- 6.4 Update the software and hardware requirements for accessing the Henties website.

7. PRIVACY

- 7.1 Henties shall take all reasonable steps to protect the personal information of users.
- 7.2 Henties may collect and use the following personal information:
 - 7.2.1 Name and surname;
 - 7.2.2 contact details;
 - 7.2.3 non-personal browsing habits and click patterns;
 - 7.2.4 e-mail address; and
 - 7.2.5 IP address.
- 7.3 Henties collects, stores and uses the abovementioned information for the following purposes:
 - 7.3.1 communicate requested information to the User;
 - 7.3.2 newsletter database;
 - 7.3.4 registration and/or authentication of Users; and
 - 7.3.5 to compile non-personal statistical information about browsing habits, click-patterns, and access to the Henties website.
- 7.4 Information detailed above is collected either electronically via cookies or provided voluntarily by the user.
- 7.5 Henties shall not disclose personal information without user consent, except when required by law.

7.6 Henties owns and retains all rights to non-personal statistical information collected and compiled by Henties.

8. HYPERLINKS TO THIRD-PARTY SITES

8.1 Henties may provide hyperlinks to websites not controlled by Henties (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites; and

8.2 Henties does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

9. SECURITY

9.1 Henties shall take all reasonable steps to secure the content of the Henties website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, Henties does not make any warranties or representations that content shall be 100% safe and secure.

9.2 Henties is under no legal duty to encrypt any content or communications from and to the Henties website and is also under no legal duty to provide digital authentication of any page on the Henties website.

9.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the Henties website or the server and computer network that support the Henties website. Notwithstanding criminal prosecution, any person who delivers any damaging code to the Henties website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Henties harmless against any and all liability, damages and losses Henties and its partners/affiliates may suffer as a result of such damaging code.

9.4 Users may not develop, distribute or use any device to breach or overcome the security measures of the Henties website and Henties

reserves the right to claim damages from any and all persons concerned with a security failure or breach.

9.5 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Henties and its partners/affiliates.

10. DISCLAIMER AND LIMITATION OF LIABILITY

10.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, Henties (including its owners, directors, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

10.1.1 Access to the Henties website;

10.1.2 Access to websites linked to the Henties website;

10.1.3 Inability to access the Henties website;

10.1.4 Inability to access websites linked to the Henties website;

10.1.5 Content available on the Henties website;

10.1.6 Services available from the Henties website;

10.1.7 Downloads and use of content from the Henties website;

10.1.8 Any other reason not directly related to Henties' gross negligence.

10.2 10.2 The Henties website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with Henties, that the content available from and through the Henties website meets the User's individual requirements and is compatible with the User's computer hardware and/or software.

10.3 Information, ideas and opinions expressed on the Henties website should not be regarded as professional advice or the official opinion of Henties, and Users are encouraged to seek professional advice before taking any course of action related to the information, ideas or opinions expressed on the Henties website.

10.4 Henties does not make any warranties or representations that content and services available from the Henties website will in all cases be true, correct or free from any errors. Henties shall take all reasonable steps to ensure the quality and accuracy of content available from the Henties website and encourage Users to report incorrect and untrue information subject to the right of Henties to rely on its free expression rights and determine, in its sole and absolute discretion, the contents of this website.

10.5 Henties does not make any warranties or representations that the Henties website shall be available at all times. Users acknowledge that the Henties website may be unavailable due to updates or other causes beyond the reasonable control of Henties, including, but not limited to, virus infection, unauthorised access, power failure or other "acts of God."

11. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Henties website to Henties and Henties undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content

12. INTERCEPTION OF COMMUNICATIONS

12.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to Henties right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the Henties website, its staff and employees.

12.2 The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the “writing” requirement as detailed in the ECT Act and the RIC Act.

13. ENTIRE AGREEMENT AND SEVERABILITY

13.1 These terms and conditions constitute the entire agreement between Henties and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by Henties from the User.

13.2 Any failure by Henties to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

13.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

14. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

14.1 The User and Henties agree that the User shall be bound to these terms and conditions and such agreement is concluded in Cape Town (South Africa) at the time the User enters the Henties website for the first time.

14.2 Data messages (as defined in the ECT Act) addressed by the User to Henties shall only be deemed to have been received if and when responded to.

14.3 Data messages (as defined in the ECT Act) addressed to the User by Henties shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act.

14.4 Data messages (as defined in the ECT Act) addressed by the User to Henties shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa.

14.5 Electronic signatures, encryption and/or authentication are not required for valid electronic communications between the User and Henties.

14.6 The User agrees and warrants that data messages that are sent to Henties from a computer, IP address or mobile device normally used by or owned by the User, were sent and/or authorised by the User personally.

15. APPLICABLE AND GOVERNING LAW

Subject to clause 5. 16, the Henties website is hosted, controlled, and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the Henties website, its content, services and these terms and conditions.

16. LEGAL COSTS

Henties shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

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