

Terms & Conditions

1. Terms

Thank you for visiting our site. The following terms and conditions explain the rules relating to use of our website.

2. Information about us

www.terrafimachines.co.za is a site operated by **BHBW South Africa (Pty) Ltd** (“We” or “we”), a private company. We are registered in South Africa under company number 2016/275663/07 and have our registered office at 136 Main Reef Road, Boksburg North. Our main trading address is 136 Main Reef Road, Boksburg North. Our VAT number is 4090276066.

3. General site information

In general terms, this site markets and sells certain goods and services relating specifically to the agricultural industry or otherwise of general industrial application.

4. Terms of website use

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website www.terrafimachines.co.za (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

5. Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.

- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

6. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

7. Reliance on information posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

8. Our site changes regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

9. Our liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and
 - for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

10. Information about you and your visits to our site

We process information about you in accordance with our privacy policy . By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

11. Viruses, hacking and other offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

Should you commit a breach of this provision, we will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your

identity to them. In the event of such a breach, without prejudice to any other rights and remedies available to us, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

12. Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to info@bwagriculture.co.za.

13. Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

14. Jurisdiction and applicable law

The South African courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

15. Trade marks

“BHBW” is a trademark of to our group of companies. Any other trademarks used on the site, whether in connection with the Products and Services or otherwise, belong to their respective owners. You have no right to use any of the trademarks included on this site.

16. Variations

We may revise these terms of use at any time by amending this page. **You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you.** Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

17. Your concerns

If you have any concerns about material which appears on our site, please contact info@bhbw.co.za.

18. Policies/Priority

These terms and conditions and the terms and conditions of sale and purchase may refer to certain policies. In the event of conflict, these terms and conditions shall prevail over the policies unless expressly agreed in writing by the parties.

19. Entire agreement

These terms of use and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract (namely, use of our site to purchase products and services) and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. We each acknowledge that, in entering into these terms of use, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such agreement except as expressly stated in these terms and conditions. In particular, the 'FAQ' section and similar sections found on the site do not form part of these terms of use. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms of use.