



BESTPAK LIMITED

WEBSITE TERMS AND CONDITIONS

Website terms and conditions

Welcome to our website.

BESTPAK LIMITED is a sustainable plastic bottle and container manufacturer, a company established in accordance with the law of South Africa with registration number 2023/526179/07, with its registered address at De Oude Poskantoor Corner of Bird and plein Streets, Stellenbosch 7600.

It is important to note, if you continue to browse and use BESTPAK's website, you agree to comply with and be bound by the following terms and conditions herein, which together with our privacy statement governs BESTPAK's relationship with you in relation to BESTPAK's website. If you disagree with any part of these terms and conditions, please cease the use of this website immediately.

1. DEFINITIONS AND INTERPRETATION

- 1.1. "Bestpak" means Vernotone (Pty) Ltd t/a Bestpak and / or Bestpak (Pty) Ltd.
- 1.2. "You" or the "user" means any person who accesses this Website for any purpose.
- 1.3. "Website" means the website of Bestpak Limited at URL www.bestpak.co.za or such other URL as Bestpak may choose from time to time.
- 1.4. Words and expressions used in these terms and conditions shall bear the ordinary meaning assigned to them unless the context dictates otherwise.

2. USE SUBJECT TO THESE TERM AND CONDITIONS

- 2.1 Your use of and access to this Website is always governed by the terms of these terms and conditions, and by accessing this Website you agree to adhere to the provisions thereof. Your agreement to these terms and conditions will be deemed to have been given on the date when you first accessed this Website.
- 2.2 If you do not agree to these terms and conditions, you must cease your access of this Website immediately.
- 2.3 These terms and conditions include the Bestpak Privacy Policy, which is included herein by reference
- 2.4 Please note that, due to legal and other developments, Bestpak may be required to amend these terms and conditions from time to time without notice. It is your duty to remain appraised of the current version of these terms and conditions. Please refer to the last revision date at the top of this document. Continued use of the Website after any amendments having been affected constitutes your acceptance of the terms and conditions as amended.

3. CONTENT

- 3.1 THE ENTIRE WEBSITE, INCLUDING TEXT, IMAGES, LINKS, DOWNLOADS AND CODING, IS PROVIDED “AS IS” AND “AS AVAILABLE”. PFEP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO THE CORRECTNESS OR SUITABILITY OF EITHER THE WEBSITE OR THE INFORMATION CONTAINED IN IT UNLESS THIS IS SPECIFICALLY IMPOSED BY LAW.
- 3.2 Users should under no circumstances regard anything contained on the Website as an offer, but as an invitation to do business.
- 3.3 Your use of any information or materials on this website is entirely at your own risk, for which BESTPAK shall not be liable. It shall be your own responsibility to ensure that any information available through the website meets your specific requirements. Bestpak makes no representations or warranties whatsoever as to the accuracy of the information contained in this Website.
- 3.4 Bestpak does not warrant that this Website or the delivery, hosting and ancillary services or facilities of third-party suppliers utilised by Bestpak will continue to operate, will operate without interruptions or will be error-free or that it will be free of any software virus or other harmful component. You will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data caused because of any use of this Website.

4. THIRD PARTY SITES

- 4.1 The Website contains hyperlinks to websites owned and / or operated by third parties. Bestpak is not responsible for the content of such websites, and does not endorse or approve the contents thereof.
- 4.2 Bestpak consequently does not accept any liability in connection with any third party websites that may be linked to this Website (regardless of whether a link has been permitted by Bestpak) and is not responsible for the content of any website that is linked to this Website. The fact that a website is linked to this Website does not imply that Bestpak sponsors, endorses or is affiliated or associated with the entity that owns or is responsible for the website.

5. INTELLECTUAL PROPERTY

- 5.1 Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and / or object code and all other works contained in this Website is owned by Bestpak, which asserts and reserves all of its rights in this regard. Access to or use of this Website will not in any way result in an assignment or license of any intellectual property owned by Bestpak or any other party.

5.2 The contents of this Website may not be transmitted, transcribed, reproduced, stored or translated into any other form without the prior written permission of Bestpak. However, Bestpak permits you to display the content of this Website on your computer and to print, download and use the underlying HTML, text, graphics, audio clips, video clips and other works available to you on this Website provided that:

- 5.2.1 this is for your personal education or your own professional business with respect to the practice of law or the provision of legal services;
- 5.2.2 you do not modify the content of this material;
- 5.2.3 Bestpak's Website is the acknowledged source including the reference www.bestpak.co.za; and
- 5.2.4 this permission may be revoked at any time by Bestpak.

5.3 No other use of this Website is permitted. Without restricting the generality of the foregoing, you may not make commercial use of the content of this Website, include the content of this Website in or with any product that you create or distribute, or copy the content of this Website onto your own or another's website, unless as set out in these terms and conditions.

6. LINKING, FRAMING AND CRAWLING

- 6.1 The express permission in writing of Bestpak is required before any hyperlink other than to the Home Page of this Website is created. Permission, if granted, will be subject to the condition that the party linking to this Website alerts users to the application of these terms and conditions. Requests for permission can be emailed to sales@bestpak.co.za.
- 6.2 Permission to link to this Website is given without assumption of any liability. Bestpak reserves the right to withdraw permission granted to link to this Website at any time and for any reason.
- 6.3 The express permission in writing of Bestpak, which may be subject to conditions, is required before this Website, any of its pages and/or any of the information contained on the Website is framed. Requests for permission can be emailed to sales@bestpak.co.za.
- 6.4 Apart from bona-fide search engine operators and use of the search facility provided on the Website for 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 Website for any purpose without the prior written consent of Bestpak.

7. SECURITY

- 7.1 Bestpak will pursue prosecution of and compensation from any person who delivers or attempts to deliver any destructive code to this Website or attempts to gain unauthorised access to any page on this Website.

- 7.2 While Bestpak takes all reasonable security precautions, no liability will lie for damage caused by the malicious use of this Website or by destructive data or code that is passed on to you using this Website.

8. PERSONAL INFORMATION

- 8.1 Further information regarding the way Bestpak respects the privacy of users' personal information is contained in the Privacy Policy.
- 8.2 Your privacy is important to BESTPAK. Personal information transmitted to BESTPAK will be treated in accordance with BESTPAK's privacy statement available on this website.

9. DISCLAIMER AND INDEMNITY

- 9.1 BESTPAK EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OCCASIONED FROM THE USE OR INABILITY TO USE THIS WEBSITE WHETHER DIRECTLY OR INDIRECTLY RESULTING FROM INACCURACIES, DEFECTS, ERRORS, WHETHER TYPOGRAPHICAL OR OTHERWISE, OMISSIONS, OUT OF DATE INFORMATION OR OTHERWISE, EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE AND PFEP HAD BEEN ADVISED OF THE POSSIBILITY OF THE SAME. CONSEQUENTIAL AND INDIRECT LOSS AND DAMAGE WILL INCLUDE BUT NOT BE LIMITED TO LOSS OF PROFITS, LOSS OF GOODWILL, AND WASTED EXPENDITURE.
- 9.2 YOU AGREE TO INDEMNIFY AND HOLD HARMLESS BESTPAK, ITS SERVANTS, SUBCONTRACTORS, SUBSIDIARIES AND AFFILIATES FROM ANY DEMAND, ACTION OR APPLICATION OR OTHER PROCEEDINGS, INCLUDING FOR ATTORNEY'S FEES AND RELATED COSTS SUCH AS TRACING FEES, MADE BY ANY THIRD PARTY AND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THIS WEBSITE.

10. JURISDICTION

- 10.1 These terms and conditions are governed by and construed in accordance with the law of the Republic of South Africa; you and Bestpak both agree to submit any dispute arising out of the use of this Website to the exclusive jurisdiction of the courts of the Republic of South Africa.

11. GENERAL

- 11.1 These Terms and Conditions contain the record of the entire agreement between users and Bestpak in respect of access to and use of the Website.
- 11.2 If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions which will remain in full force and effect.

- 11.3 Bestpak's omission to exercise any right under these Terms and Conditions will not constitute a waiver of any such right unless expressly accepted by Bestpak in writing.
- 11.4 Notwithstanding the fact that hyperlinks in these terms and conditions to certain documents should be deemed part of these Terms and Conditions in terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002, the fact that some or all the hyperlinks may be non-operational, will not play a role in determination of the validity and interpretation of these terms and conditions.