



**WENKEM S.A.**

**YOUR ATTENTION IS DRAWN TO THESE TERMS AND CONDITIONS AND SHOULD BE CAREFULLY NOTED.**

**USE OF THIS WEBSITE IS SUBJECTED TO THESE TERMS AND CONDITIONS PUBLISHED ON THIS WEBSITE. BY CONTINUING TO USE THIS WEBSITE YOU AGREE TO THESE TERMS AND CONDITIONS.**

## **1. INTRODUCTION**

- 1.1. The Website is owned and operated by WENKEM S.A. (Pty) Ltd with a view of advertising and showcasing its services and goods.
- 1.2. By using the WENKEM S.A. Website the User agree to be bound by, and to comply with, these Terms and Conditions and any further Terms & Conditions that WENKEM S.A. may prescribe from time to time.
- 1.3. Terms and Conditions may be changed or modified by WENKEM S.A. in future at any time without notice to the User and the Users' continuous use or access of the Website signifies the acceptance of the updated or modified Terms and Conditions.
- 1.4. In terms of Section 11 of the Electronic Communications and Transactions Act 25 of 2002 ("ECT"), and the common law, these Terms and Conditions are valid, binding and enforceable against all persons that access the WENKEM S.A. Website.

## **2. DISCLOSURES IN TERMS OF SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT**

- 2.1. The full name and legal status of the website owner is:  
WENKEM S.A.; a company duly incorporated in accordance with the Laws of South Africa with registration number 1988/003854/07.
- 2.2. The website address of this website is:  
[www.wenkem.co.za](http://www.wenkem.co.za)
- 2.3. The e-mail address is:  
contact.info@wenkem.co.za
- 2.4. Physical address for receipt of legal services:  
1st Floor, Block D

9 Regency Drive  
Regency Office Block  
Route 21 Corporate Park  
Irene, Pretoria, 0157

2.5. Main business:

WENKEM S.A. is the distributor of a broad range of agricultural chemical products of various multi-national agrochemical companies.

### **3. ALLOWED USE OF WEBSITE**

- 3.1. The User's access to and use of this Website is solely at the User's own risk.
- 3.2. WENKEM S.A. licenses the User to view and print, subject to clause 6, the content of the Website, provided that such content is used for personal and/or non-commercial purposes only.
- 3.3. Content from the Website will not be used or exploited by Users for any commercial and non-private purposes, without the prior written consent of WENKEM S.A.
- 3.4. WENKEM S.A; reserves the right to claim damages from, and/or institute criminal proceedings against, the User for misuse or infringement of materials published on the Website.
- 3.5. All licenses and/or permissions granted in terms of this Clause 3 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by WENKEM S.A. at any time without giving reasons therefore.
- 3.6. The User hereby agrees not to use the Website for any purpose that is unlawful, improper or prohibited by these Terms and Conditions or laws of the Republic of South Africa.
- 3.7. The User agrees that it will not link or frame any page, in whole or in part, in any manner whatsoever, without the prior written consent of WENKEM S.A.

### **4. HYPERLINKS TO AND FROM THIRD PARTY WEBSITES**

- 4.1. The Website may link the User to other Third Party Websites on the internet. WENKEM S.A. hereby confirms that any link to Third Party Websites are not under the control of WENKEM S.A., and the User hereby acknowledges that WENKEM S.A. is not accountable for the accuracy, copyright compliance, legality, decency, or any other aspect of the aforesaid Third Party Websites. Any links to Third Party Websites may not be construed as WENKEM S.A.

endorsement of Third Party Websites content or as associations with its operators. WENKEM S.A. will not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of the content from the Third Party Website.

- 4.2. Any personal information provided to third parties linked to the WENKEM S.A. website is at the User's own risk and WENKEM S.A. is not responsible for any actions or policies of such third parties.

## **5. ELECTRONIC COMMUNICATIONS**

When the User visits the Website and the User completes a contact form to request information, or when the User sends an e-mail to WENKEM S.A., and the User does not explicitly request a non-electronic communication medium, the User consents to receiving communications from WENKEM S.A. electronically and agrees that all agreements, notices, disclosures and other communications sent by WENKEM S.A. satisfy any legal requirements, including, but not limited to the requirement that such communications should be "in writing".

## **6. INTELLECTUAL PROPERTY RIGHTS IN THE WEBSITE**

- 6.1. Save for materials obtained from the affiliates, all content included on the Website, including the photographs, text, graphics, logos, trade marks, buttons, images, icons, databases and software, are the property of WENKEM S.A. and are protected by South African and International Copyright and Trade mark laws. Furthermore, the compilation (meaning the collection, arrangement and assembly) of all content on the Website is the exclusive property of the WENKEM S.A. and is protected by South African and International Copyright and Intellectual property laws.
- 6.2. The User will, other than for his/her personal and non-commercial use, not store on his computer, or print copies of extracts from this Website, and not, other than for his personal and non-commercial use, mirror or cache information provided via this Website, on his own server, computer, mobile, device or any other storage facility of whatsoever nature; or copy, adapt, modify or re-use the text or graphics from this Website, without prior written permission of WENKEM S.A., unless as per the licence granted in this Clause 3.
- 6.3. The WENKEM S.A. trade marks reflected on the Website are the exclusive property of WENKEM S.A. Unauthorised use of these trade marks is prohibited. Full details of the trade marks owned by WENKEM S.A. are available upon request.

## **7. CHANGES AND AMENDMENTS**

- 7.1. WENKEM S.A. expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:
  - 7.1.1. change these Terms and Conditions. The User of the Website can review the most current version of these Terms and Conditions at any time by accessing the "Terms and Conditions" link on the Website;
  - 7.1.2. change the content and/or services/goods advertised on the Website;
  - 7.1.3. discontinue any aspect of the Website, or service(s)/good(s) advertised from the Website; and/or
  - 7.1.4. change the software and hardware required to access and use the Website.

## **8. WEBSITE SECURITY**

- 8.1. WENKEM S.A. will take reasonable steps, to secure the electronic content, and the information provided by and collected from the User, from unauthorised access (hacking) and/or unauthorised disclosure. However, WENKEM S.A. does not make any warranties nor any representations that content will be 100% (hundred percent) safe and secure.
- 8.2. General and technical information is collected either electronically by using cookies, or is provided voluntarily by the User. Users may determine cookie use independently through their own browser settings.
- 8.3. WENKEM S.A. is under no legal duty to encrypt any content or communications from and to the Website and is also under no legal duty to provide digital authentication of any page on the Website.
- 8.4. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, but not limited to, to the Website or the server and computer network that support the Website.
- 8.5. Notwithstanding criminal prosecution, any User who delivers any damaging code to the Website, whether on purpose or negligently, will, without any limitation, indemnify and hold WENKEM S.A. harmless against any and all liability, damages and losses WENKEM S.A. and its partners / affiliates may suffer as a result of such damaging code.

8.6. Users may not develop, distribute or use any device to breach or overcome the security measures of the Website and WENKEM S.A. reserves the right to claim damages from any and all persons concerned with a security failure or breach of these Terms and Conditions.

## **9. DISCLAIMERS**

9.1. The User's use of the WENKEM S.A. Website is dependent on factors beyond WENKEM S.A.'s control, such as the User's network coverage or availability, the User's ISP availability or the User's Device capability or capacity.

9.2. WENKEM S.A. is not liable of any loss or damages the User may suffer if a factor beyond WENKEM S.A.'s control arises and the User cannot access the WENKEM S.A. Website.

9.3. WENKEM S.A. (including all employees, consultants, agents, or any affiliated person) is not responsible for any loss or damages related to the User's use of the WENKEM S.A. Website or any Intellectual Property flowing from its use. This includes, without limitation, any direct, indirect, special, incidental, or consequential damages in terms of contract, delict (breach of duty or care) or law.

9.4. No information or data on the WENKEM S.A. website constitutes an offer to do business, but merely an invitation to do business.

9.5. No agreement shall be concluded merely by sending a data message via the contact form contained on the WENKEM S.A. website or to any email address listed on the WENKEM S.A. website.

9.6. No data message sent via the contact form contained on the WENKEM S.A. website or to any email address listed on the WENKEM S.A. website shall be deemed to have been received by WENKEM S.A. until a response has been issued by WENKEM S.A. An automated response from WENKEM S.A. shall not satisfy this requirement.

## **10. WAIVER AND SEVERABILITY**

10.1. Any failure by WENKEM S.A. to exercise or enforce any right or provision will in no way constitute a waiver of such right or provision.

10.2. In the event that any Term and/or Condition detailed herein are found unenforceable or invalid for any reason, such separate term(s) or condition(s) will be severable from the remaining Terms and Conditions. The remaining Terms and Conditions will remain enforceable and applicable.

## **11. INTERNATIONAL USE**

WENKEM S.A. at no time makes any representation, whether directly or indirectly, expressly or tacitly that any materials available on this Website are appropriate for use outside of the Republic of South Africa. Any access to materials on the Website, in any international regions where said access is illegal, is strictly prohibited. Those who choose to access this Website from other locations do so on their own initiative and at their own risk and are responsible for compliance with the relevant local laws.

## **12. DISPUTES**

12.1. In the event of a dispute between the User and any third party, WENKEM S.A. will not be involved in such disputes, unless WENKEM S.A. may deem it necessary to protect its rights and interests.

12.2. In the event of dispute between the User and WENKEM S.A., the User should address WENKEM S.A., in writing, and forward it to the e-mail address listed in Clause 2.3 The administrator will contact the party involved in an attempt to resolve the matter.

## **13. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions will be governed by and construed in accordance with the laws in force in the Republic of South Africa. All parties hereby consents to the jurisdiction of the courts in Pretoria, Gauteng, South Africa, in respect of any dispute arising in connection with this Website and which cannot be settled on the basis described above.