

Legal Disclaimer

Legal

TERMS AND CONDITIONS OF USE

1. INTRODUCTION

1.1. These Terms and Conditions are binding on all persons that access the Website (as defined herein) without qualification or exception. By entering the Website the User agrees to be bound by and shall be deemed to have accepted these Terms and Conditions, which the User acknowledges to have read and understood. If the User does not agree to any of the Terms and Conditions, the User may not enter, view or make use of the Website.

1.2. The Website is not directed at any User in any jurisdiction where the publication or the availability of the Website is prohibited. Users in respect of whom such prohibitions apply must not access the Website. Woodoc does not represent that anything on the Website is appropriate for use or permitted by local laws in any jurisdiction. Users who access the Website do so on their own initiative, and are responsible for compliance with applicable local laws or regulations.

1.3. All defined terms used in these Terms and Conditions have the meanings ascribed to them in clause 11, unless otherwise defined herein.

2. PROPRIETARY RIGHTS

2.1. The Website is owned by Woodoc and the User acknowledges that Woodoc or its licensors are the proprietors of all Intellectual Property.

2.2. The content of the Website is protected by South African and international law. The owners of such content reserve all such rights therein unless provided otherwise in these Terms and Conditions.

2.3. The User undertakes:

2.3.1. not to use or register any trademarks, trade names or other devices which are or incorporate marks which are the same as or confusingly similar to the Trade Marks or which marks are likely to be associated with the Trade Marks or where such use would take unfair advantage of or be detrimental to the distinctive character or the repute of the Trade Marks;

2.3.2. not at any time do or cause to be done any act or thing in any way impairing or tending to impair any part of Woodoc's rights, title and interest in and to the Intellectual Property;

2.3.3. not in any way to make unauthorised use of the Intellectual Property or to represent that it has any rights of any nature in the Intellectual Property or any registrations thereof.

3. WEBSITE USE

3.1. This Website and the information provided on it are intended for personal, non-commercial purposes only.

3.2. The User may not use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the Website's contents without Woodoc's prior consent. The User may only download and print 1 (one) copy of the Website's contents for personal, non-commercial and information purposes only.

3.3. Content published on the Website reflects the views of the author and does not necessarily constitute the official opinion of Woodoc unless stated otherwise.

3.4. No content that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language may be posted on the Website.

3.5. The Website may contain links to other websites. Woodoc has no control over such websites, does not review their content and will not be liable for their content or accuracy. The User accesses such websites at the User's own risk and discretion.

3.6. The User may not link to this Website without Woodoc's prior written consent.

3.7. Woodoc shall not be responsible for any errors or omissions in respect of any downloadable files or software available on the Website. Woodoc makes no representations concerning the functionality or suitability for any particular purpose of such software and files and accepts no liability for any losses, damages, claims or costs suffered by the User as a result of the User's downloading, use of, or reliance upon such files and software.

3.8. Woodoc does not and cannot guarantee, warrant or represent that software or files available for download from the Website or that the Website as a whole, is free of viruses, worms, trojan horses or other code that has contaminating or destructive properties. Accordingly, use of this Website is at the User's own risk.

3.9. The Website may contain advertising of third party products and services. Woodoc shall not be liable for the content or accuracy of advertising materials and gives no guarantee, representation or warranty, whether express or implied, about the quality, performance or other characteristics of such goods or services.

3.10. Woodoc may display offers, promotions or competitions on the Website. These will be subject to specific terms and conditions.

4. ACCURACY OF INFORMATION

4.1. Woodoc has made all reasonable efforts to ensure that all information and advice provided through the Website is accurate at the time of inclusion, however there may be inadvertent and occasional errors.

4.2. Woodoc does not guarantee, and makes no representations or warranties of any kind whether express or implied about, the information, advice and opinions provided through the Website including, without limitation, any items used either directly or indirectly from the Website. Woodoc accepts no liability and shall not be liable for any inaccuracies or omissions in the Website and any decisions based on information and opinions contained in the Website are the sole responsibility of the User.

4.3. Woodoc reserves the right to make any changes or corrections to the Website, its content and/or services offered through the Website at any time and without notice.

5. PRIVACY POLICY

5.1. Woodoc respects and is committed to protecting Users' privacy and Personal Information.

5.2. Certain information about a User can be obtained automatically. Such information includes, without limitation, a User's domain and protocol address. Woodoc may use such information for its internal purposes, but will not disclose it to third parties.

5.3. 'Cookies' accessed or stored by the Website may retain certain Personal Information regarding Users, but the User can switch off 'cookies' on the User's computer. The information obtained through the use of any 'cookie' used by the Website is used to enhance use of the Website and is not available to any third parties.

5.4. The User may provide Woodoc with Personal Information in order for Woodoc to furnish the User with information such as news about products and specials. The User consents to Woodoc's use of Personal Information for the aforesaid purposes.

6. NO LIABILITIES

6.1. The User makes use of this Website at the User's own risk.

6.2. Notwithstanding anything to the contrary contained in these Terms and Conditions, Woodoc shall have no liability for any loss, damage, cost, claim or penalty of whatsoever nature, including but not limited to indirect and consequential damages and loss of profits, however arising out of or in connection with these Terms and Conditions or the Website, whether caused by latent or patent defects in the Website, the use of the Website and information contained on it or otherwise.

6.3. The User hereby indemnifies Woodoc and holds it harmless against any and all liability, loss, damage, penalty, cost or claim of whatsoever nature suffered by any third Party in relation to any act or omission by the User or the User's members, employees, representatives, agents or assigns or any third party in relation to the Website and the use thereof by the User, and/or arising from the provisions of these Terms and Conditions.

6.4. The User assumes all responsibility and risk for the use of the Website and Woodoc disclaims all liability for any loss, injury, damage, cost, penalty or claim resulting from the use of the Website, whether direct or indirect, and whether or not Woodoc has been advised of or has knowledge of the possibility of such loss, injury, damage, cost, penalty or claim resulting from the use of the Website, whether direct or indirect, and whether or not Woodoc has been advised or has knowledge of the possibility of such loss, injury, damage, cost, penalty or claim.

6.5. Woodoc shall not incur any liability to the User or any other person or entity associated with the User for any compensatory, indirect, incidental, special, consequential damages whatsoever, including but not limited to, loss of revenue or profit, commercial or economic loss, even if Woodoc has been advised of such damages or loss, or such damage or loss was reasonably foreseeable.

7. DISPUTE RESOLUTION

7.1. If a dispute between the Parties arises out of or is related to these Terms and Conditions, the matter shall be determined in accordance with the following provisions, including any matter relating to the breach of any of the provisions of these Terms and Conditions.

7.2. Save in the event of either Party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with these Terms and Conditions will be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the aforesaid Foundation.

7.3. This clause will be severable from the rest of these Terms and Conditions so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry, or accepted repudiation, of these Terms and Conditions.

7.4. Neither Party shall be entitled to withhold performance of any of their obligations in terms of these Terms and Conditions pending the settlement of, or decision in, any dispute arising between the Parties and each Party shall in such circumstances continue to comply with their obligations in terms of these Terms and Conditions.

8. GOVERNING LAW

The entire provisions of these Terms and Conditions and use of the Website shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore, the Parties hereto hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the Transvaal Provincial Division of the High Court of South Africa in regard to all matters arising from these Terms and Conditions.

9. GENERAL

9.1. This document contains the entire agreement between the Parties in regard to the subject matter hereof.

9.2. No Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this document whether it induced the contract and/or whether it was negligent or not.

9.3. No variation or amendment of these Terms and Conditions and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of these Terms and Conditions shall be binding or have any force and effect unless reduced to writing.

9.4. Woodoc reserves the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

9.5. No extension of time or waiver or relaxation of any of the provisions or terms of these Terms and Conditions shall operate as an estoppel against a Party in respect of its rights under these Terms and Conditions.

9.6. No failure by any Party to enforce any provision of these Terms and Conditions shall constitute a waiver of such provision or affect in any way such Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.

9.7. If any term or provision of these Terms and Conditions should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of these Terms and Conditions shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of these Terms and Conditions.

10. DISCLOSURE OF INFORMATION

The following information is disclosed by Woodoc to the User:

10.1. Full name and legal status of Woodoc: Rekara Mills (Proprietary) Limited (Registration No. 1971/009910/07), a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa

10.2. Physical address: 20 Durban Street, Fort Beaufort

10.3. Postal address: PO Box 16, Fort Beaufort, 5720

10.4. Telephone number: +27 46 645 1109

10.5. Website address: www.woodoc.com

10.6. E-mail address: info@woodoc.com

10.7. Main description of Website: A website providing information regarding Woodoc and its products.

11. DEFINITIONS

11.1. The headnotes to the clauses of these Terms and Conditions are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify these Terms and Conditions nor any clause hereof.

11.2. Unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

11.2.1. 'Business Day' shall mean any day other than a Saturday, Sunday or a public holiday in South Africa;

11.2.2. 'Woodoc' shall mean Rekara Mills (Proprietary) Limited (Registration No. 1971/009910/07), a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa

11.2.3. 'Intellectual Property' shall mean all intellectual property subsisting in, pertaining to or used on the Website including, without limitation, patents, inventions, copyright, designs, trademarks, goodwill and trade secrets;

11.2.4. 'Parties' shall mean Woodoc and the User and 'Party' shall, as the context requires be a reference to any one of them;

11.2.5. 'Personal Information' shall mean information which identifies a User to third parties;

11.2.6. 'Secure Area' shall mean the access restricted area of the Website

11.2.7. 'Terms and Conditions' shall mean these terms and conditions;

11.2.8. 'Trade Marks' shall mean all registered and unregistered trademarks, trade names, symbols, signs, insignia, emblems, logos and slogans utilised on the Website;

11.2.9. 'User' shall mean the user of the Website in terms of these Terms and Conditions;

11.2.10. 'Website' shall mean the website www.woodoc.com and includes any part or element thereof.

11.3. Unless inconsistent with the context or save where the contrary is expressly indicated:

11.3.1. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this clause 11, effect shall be given to it as if it were a substantive provision of these Terms and Conditions;

11.3.2. any reference in these Terms and Conditions to these Terms and Conditions or any other terms and conditions or document shall be construed as a reference to these Terms and Conditions or, as the case may be, such other Terms and Conditions or document as same may have been, or may from time to time be, amended, varied novated or supplemented;

11.3.3. Unless inconsistent with the context, an expression which denotes:

11.3.3.1. any one gender includes the other genders;

11.3.3.2. the singular includes the plural and vice versa.

11.3.4. Where any term is defined within the context of any particular clause in these Terms and Conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in this clause 11.

11.3.5. These Terms and Conditions shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed these Terms and Conditions in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.

11.3.6. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

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