

Terms and Conditions

1. Introduction

- 1.1. This website, available at www.cleansui.co.za, and related software applications, including the purchasing platform, (the "**Website**") is owned by and operated by or on behalf of CrossAfrica Water Solutions Proprietary Limited, a company registered in South Africa with registration number 2016/208099/07 ("**CrossAfrica**", "**We**", "**Us**" and "**Our**").
- 1.2. These Website terms and conditions ("**Terms**") govern the use of this Website, and are binding and enforceable against every person that accesses or uses this Website ("**You**", "**Your**" or "**User**") including each User who registers to purchase Products ("**Registered Users**"). **By using Our Website, You are explicitly acknowledging that You have read, understood and agree to be bound by these Terms. If You do not agree to these Terms, then You should not use Our Website.**
- 1.3. These Terms apply to all users, including users who may be consumers for the purposes of the Consumer Protection Act, 68 of 2008 (the "**CPA**") and for the purposes of the Electronic Communications and Transactions Act, 25 of 2002 (the "**ECT Act**"), as they are amended from time to time.
- 1.4. **Important clauses which may limit CrossAfrica's responsibility, or which may involve some risk to you will be in bold. Please pay special attention to these clauses.**
- 1.5. These Terms are divided into three parts, namely:

Part A – Purchasing Policy

Part B – Privacy Policy

Part C – General Terms

All of these are important and should be read by you.

PART A- PURCHASING POLICY

2. General

- 2.1. The terms and conditions in this Part A (read with Part B, Part C and the CrossAfrica Terms of Sale) govern the online ordering, sale and delivery water filtration products (including, tap mounted, counter-top, built-in and commercial water filter systems and replacement cartridges and accessories), as may be made available from time to time by CrossAfrica (collectively the "**Products**"). CrossAfrica, either directly, or through one or more of its Affiliates, is a distributor and reseller of the Products. If there is any conflict between this Part A and the CrossAfrica Terms of Sale when purchasing Products using this Website, the terms contained in this Part A will take precedence. Each order read with these Terms will be a separate and distinct contract between you and CrossAfrica or the CrossAfrica Affiliate on whom the order is placed (who for purposes of such order, and these Terms, shall be referred to as CrossAfrica), and the other CrossAfrica entities shall have no liability for the acts or omissions of that CrossAfrica entity. The CrossAfrica "Affiliates" are: CrossAfrica Technologies (Pty) Ltd, with registration number 2016/208090/07, CrossAfrica Lighting (Pty) Ltd with registration number 2016/354304/07, and CrossAfrica

Holdings (Pty) Ltd, with registration number 2016/207846/07.

3. **Registration**

- 3.1. Only Registered Users may order and purchase Products on this Website.
- 3.2. To become a Registered User, You must create an account by providing certain information and personal details to CrossAfrica. You will also be required to provide a unique username and password in order to access the Website to purchase Products.
- 3.3. You agree to provide accurate and complete information when You open an account, and You further agree to update Your information, from time to time, in order to keep it accurate, current and complete.
- 3.4. For security purposes You will not be allowed to access Your account to purchase Products if You fail to enter the correct username and password. You are responsible for ensuring the confidentiality, security and integrity of Your username and password.
- 3.5. **You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of any orders made, save where the order is cancelled by you in accordance with these terms.**
- 3.6. You agree to notify CrossAfrica immediately in the event that You become aware of or reasonably suspect that there is unauthorised access to Your account or use of Your username or password and to take steps to lessen any resultant loss or harm.
- 3.7. **If the person creating an account in order to purchase products does so on behalf of an organisation or company, then such person is agreeing to these terms for that organisation or company and warrants that he/she has the necessary authority to bind that organisation or company to these terms. In that case "you" and "your" will refer to that organisation or company.**
- 3.8. You agree that You will not in any way use any device, software or other instrument to interfere, or attempt to interfere, with the proper working of the Website or any information contained in the Website. In addition, You agree that You will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website, or the information contained therein, for any reason whatsoever.
- 3.9. You may not use the Website to distribute material which is defamatory, offensive, contains, or amounts to, hate speech, or is otherwise unlawful.
- 3.10. You may not in any way display, publish, copy, print, post or otherwise use the Website, and/or the information contained therein, without the express prior written consent of an authorised CrossAfrica representative.

4. **Purchases and availability of stock**

- 4.1. Registered users may place orders for Products. Orders will be accepted by CrossAfrica depending on the availability of Products and receipt of payment by CrossAfrica for the Products. CrossAfrica will notify You of whether an order has been accepted or declined through the email address

provided to CrossAfrica upon registration.

- 4.2. You acknowledge that available stock of all Products on offer is limited. CrossAfrica will take reasonable efforts to ensure that, when stock is no longer available, Users are informed on the Website. When Products are no longer available after placing an order, CrossAfrica will notify You, and You will be entitled to a refund of the amount paid by You for such Products.

5. **Payment**

- 5.1. CrossAfrica endeavours to provide secure online payment facilities. All transactions are encrypted using appropriate and approved encryption technology.
- 5.2. Payment can be made for Products in any one of the following manners:
 - 5.2.1. By debit card;
 - 5.2.2. By credit card; where payment is made via credit card CrossAfrica may require additional information in order to authorise and/or verify the validity of payment. If We do not receive authorisation Your order will not be accepted.
 - 5.2.3. Direct bank deposit or electronic funds transfer (EFT): if payment is made via direct deposit or EFT, payment must be made within 3 (three) days of placing Your order. CrossAfrica will not accept an order if payment has not been received.
- 5.3. **You warrant that you are fully authorised to use the card supplied for the payment of products.**
- 5.4. Once You have selected a payment method You will be directed to a link to a secure site for payment of the purchase price for the Products.
- 5.5. Registered users placing orders will be provided with a receipt of their purchase which will include the following information:
 - 5.5.1. the Website address and/or an email address for CrossAfrica;
 - 5.5.2. the cardholder's name;
 - 5.5.3. the card number;
 - 5.5.4. the card expiry date;
 - 5.5.5. the transaction date;
 - 5.5.6. the transaction amount;
 - 5.5.7. the transaction currency;
 - 5.5.8. the authorisation code; and
 - 5.5.9. a description of the Products purchased.

- 5.6. **If you fail to comply with your obligations under these terms, including any incident involving payment of the price of an order for any products, and you fail to remedy such failure within 14 (fourteen) days of notice to you by us, we may (in our sole discretion) suspend your access to the website, without any prejudice to any claims for damages or otherwise that we may have against you.**

6. **Delivery, Returns and Refunds**

- 6.1. CrossAfrica offers delivery of Products via self-collection or via courier.

- 6.2. Where it accepts Your order, and You have selected self-collection, CrossAfrica will allow for You to collect the Products within 14 (fourteen) days, but no later than 30 (thirty) days, of receipt of Your payment (“**Delivery Period**”), subject to Product availability within South Africa. We will notify You if We are unable to make the Products available during the Delivery Period. If We are unable to allow for collection of Products within the Delivery Period You may elect to cancel the order, within 7 (seven) days of receiving such notification, by giving us written notice of Your cancellation and We will reimburse You for the purchase price of those Products.
- 6.3. Where We accept Your order, and You have selected courier delivery, We will use commercially reasonable efforts to arrange for the Products to be delivered by a third party courier service to Your selected address within 7 (seven) business days, but no later than 30 (thirty) days of receipt of Your payment, subject to Product availability within South Africa. We will notify You if We are unable to arrange delivery of the Products during the Delivery Period. If We are unable to deliver the Products within the Delivery Period You may elect to cancel the order, within 7 (seven) days of receiving such notification, by giving us written notice of Your cancellation and We will reimburse You for the purchase price of those Products. THE THIRD PARTY COURIER WILL BE DEEMED TO BE YOUR AGENT FOR PURPOSES OF THE DELIVERY, AND ALL RISK OF DAMAGE OR LOSS TO THE PRODUCTS WILL PASS TO YOU UPON COLLECTION OF THE PRODUCTS BY THE THIRD PARTY COURIER.
- 6.4. If You are a natural person, and have purchased Products using this Website, You are entitled, within 7 (seven) days of collecting or receiving Your Products from us, to elect to cancel Your order for the Products. If You elect to cancel Your order, We will reimburse You for the purchase price of those Products.
- 6.5. Any returned Product must be unused, in its original condition with packaging, and You may be required to sign a return note, and provide proof of purchase; the return costs to CrossAfrica’s service centre may also be payable by You. In addition, You shall, at CrossAfrica’s discretion, be liable to pay CrossAfrica a handling charge of a minimum of 6% on the invoice price of the returned Products. This handling charge shall be invoiced to You and becomes due and payable immediately by You upon receipt of invoice.

7. **Errors**

CrossAfrica shall take reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of products on the website. However, should there be any errors of whatsoever nature on the website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any excess amount already paid.

8. **Warranties**

- 8.1. The Products will be provided by CrossAfrica ‘as is’, and CrossAfrica makes no representations and gives no warranties as to items not manufactured by CrossAfrica. Notwithstanding the above, CrossAfrica shall honour all legitimate warranty returns, in accordance with and subject to the manufacturer’s standard warranty terms and conditions (which are available on request), in

respect of Products purchased from CrossAfrica or one of its authorised distributors or resellers. All warranty returns are subject to CrossAfrica's prior approval, and its Return Material Authorisation process, and must be returned, at your cost, to CrossAfrica's service centre, with proof of purchase. Where the warranty return is honoured, CrossAfrica shall repair or replace the defective Products, and make it available for collection by you. Where the warranty return is rejected, you will be required to collect the defective Product from our service centre, and may be charged for the costs of inspection of the Products. No warranty will be honoured in respect of so-called 'grey' products.

8.2. Notwithstanding the above, the following additional warranties are provided in respect of certain Products:

8.2.1. the Cleansui water filtration Products (excluding batteries, consumables, and cartridges) are warranted to be free from defects in material and workmanship for a period of 2 (two) years from date of purchase. If the Cleansui water filtration Products are found to be defective within the warranty period, they will be replaced at no cost to You, provided that You return the defective Cleansui water filtration Products with Your original receipt to CrossAfrica, or the CrossAfrica Affiliate or agent from which You have purchased the Cleansui water filtration Products.

8.3. In addition, CrossAfrica may, from time to time, offer additional or extended warranties in respect of certain Products, either through direct offers to customers, or through some form of limited marketing promotion or campaign, whether published on the Website, on fliers, or otherwise. Where Products that are subject to such additional or extended warranties are purchased during the period that such additional or extended warranties are offered, the additional or extended warranties shall apply to such Products only, and shall not extend to other Products purchased outside of the period that such additional or extended warranties are offered.

8.4. Product replacement is Your sole remedy under this warranty, and this warranty does not apply to normal wear and tear, or to damage resulting from abnormal use, misuse, abuse, neglect or accident, or to any product incompatibility.

PART B - PRIVACY POLICY

9. Data Collection

9.1. By using and/or registering on this Website, and/or by clicking accept, You expressly consent to CrossAfrica collecting and processing the personal information which You provide to us. All personal information which You provide to CrossAfrica will be collected and processed solely for the purposes set out in these Terms or otherwise agreed with You.

9.2. We may collect and process the following data about You:

9.2.1. Information that You provide by registering on Our Website and if You report a problem with Our Website;

9.2.2. If You contact us, We may keep a record of that correspondence;

9.2.3. We may also ask You to complete surveys that We use for research purposes, although You do not have to respond to them;

9.2.4. Details of transactions You carry out through Our Website and of the fulfilment of Your

orders;

- 9.2.5. Details of Your visits to Our Website including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for Our own billing purposes or otherwise, and the resources that You access.

10. **Data Storage**

- 10.1. Any personal information which You give to CrossAfrica will be treated as confidential and sensitive information, and CrossAfrica will not disclose it to any third party without Your prior written consent. You acknowledge and agree that the billing platform is or may be hosted by a third party, and You hereby consent to Your personal information being transferred and disclosed to Our billing platform provider, solely for purposes of processing transactions made through this Website.
- 10.2. CrossAfrica will ensure that it has in place and continues to maintain appropriate and reasonable precautions and measures in accordance with the requirements of applicable laws to protect Your personal information from being unlawfully accessed or processed by any third party. We will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this privacy policy.
- 10.3. All personal information which You provide to CrossAfrica will be stored on servers in South Africa and will not, without Your express prior consent, be transferred outside of the country.
- 10.4. Different countries have different laws and rules regarding personally information, some of which provide more protection than others.
- 10.5. Should CrossAfrica transfer Your personal information from one country to another country, it shall take reasonable and appropriate measures to protect such personal information.
- 10.6. By using this Website, You are consenting to CrossAfrica transferring Your personal information outside of Your country of residence to foreign jurisdictions, including, United Kingdom, Germany, and Japan, for purposes of registering Your warranty with the original Product manufacturer, and processing any warranty claims.
- 10.7. Any payment transactions will be encrypted using SSL (Secure Sockets Layer) encryption technology. Where We have given You (or where You have chosen) a password which enables You to access certain parts of Our Website, You are responsible for keeping this password confidential.

11. **Uses made of the Information**

- 11.1. CrossAfrica may use information held about You in the following ways:
- 11.1.1. to ensure that content from Our site is presented in the most effective manner for You and for Your computer;
 - 11.1.2. managing Your account;
 - 11.1.3. to provide You with information, products or services that You request from Us or which We feel may interest You, where You have consented to be contacted for such purposes;
 - 11.1.4. to carry out Our obligations arising from any contracts entered into between You and Us, including warranty claims; and

11.1.5. to notify You about changes to Our service.

11.2. You will be able to access, review, revise and update, or delete, Your personal information through Your account. Any information You choose to provide should reflect how much You want others to know about You. Should You delete Your account You will not be able to transact through the Website, unless You reregister.

12. **Compliance with Laws and Law Enforcement Requests**

12.1. CrossAfrica will be entitled to disclose and share Your personal information if it is required by law, regulation or a court order to do so, or in the case of a court action or application brought by You against CrossAfrica or its agents, employees or third party service providers.

12.2. If CrossAfrica, acting in good faith, is of the view that the disclosure of Your information is necessary to protect and/or defend CrossAfrica's rights and/or property, or those of its clients, agents, employees or third party service providers, CrossAfrica shall be entitled to disclose such information.

13. **Retention Of Information**

CrossAfrica will only keep Your personal information for as long as Your account is active, in order for CrossAfrica to provide the products and services to You, or it is otherwise necessary to fulfil the purposes set out in this privacy policy, unless CrossAfrica is required or allowed in terms of any applicable law to retain such information.

14. **Changes to Our Privacy Policy**

Any changes We may make to Our privacy policy in the future will be posted on the Website and, where appropriate, notified to You by e-mail.

15. **Cookies**

This Website makes use of Cookies in order to provide You with relevant content and the best experience possible whilst using the Website. At any stage during Your use of the Website You may choose to block the Cookies used by CrossAfrica.

16. **Advertising**

16.1. CrossAfrica may use the email address provided to us by You for purposes of sending information on products or services which We think may be of interest to You or about goods and services similar to those which were the subject of a previous sale to You.

16.2. You have the right to ask us not to process Your personal data for marketing purposes and You may withdraw Your consent from receiving these communications at any time by notifying CrossAfrica.

17. **Electronic communications**

17.1. When You visit the Website or send emails to us, You consent to receiving communications from us electronically in accordance with Our privacy policy as set out above.

18. **Transfer of Business**

18.1. If the ownership of CrossAfrica's business or company changes, CrossAfrica may transfer Your

information to the new owner in order for the new owner to continue to operate the business or company.

19. **Contact**

- 19.1. Questions, comments and requests regarding this privacy policy should be addressed to info@crossafricawater.com.

PART C – GENERAL TERMS

20. **Disclaimer**

- 20.1. **The use of the website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the website or reliance on any information on the website.**
- 20.2. CrossAfrica will take reasonable steps to ensure that the content of the Website is accurate and complete, however CrossAfrica makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website.
- 20.3. **CrossAfrica will not be liable for any damages, loss or liability, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the website and/or any content therein, or products purchased through the website, unless otherwise provided by law.**
- 20.4. **Although products sold from the website may, under certain specifically defined circumstances, be under warranty, the website itself and all information provided on the website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law. Any warranties relating to products purchased from the website will either be set out in the terms on the applicable page on the website, or in documentation provided with the products by the original equipment manufacturer.**
- 20.5. **In addition to the disclaimers contained elsewhere in these terms, CrossAfrica also makes no warranty or representation, whether express or implied, that the information or files available on the website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of CrossAfrica, its employees, agents or authorised representatives. CrossAfrica thus disclaims all liability for any damages, loss or liability of any nature whatsoever arising out of or in**

in connection with your access to or use of the website.

20.6. **By using the website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these terms and to be liable and responsible for you and all your obligations under these terms.**

21. **Changes to these Terms**

21.1. CrossAfrica may, in its sole discretion, change any of these Terms at any time. It is Your responsibility to regularly check these Terms and make sure that You are satisfied with the changes. Should You not be satisfied, You must not place any further orders on, or in any other way use Your account.

21.2. Any such change will only apply to Your use of this Website after the change is displayed on the Website. If You use the Website after such amended Terms have been displayed on the Website, You will be deemed to have accepted such changes.

22. **Ownership and copyright**

22.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("**Website Content**") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of CrossAfrica, its advertisers and/or sponsors and/or is licensed to CrossAfrica.

22.2. Nothing contained on this Website shall be read in a manner which allows users to acquire any right, title or interest in or to the Website or the Website Content.

22.3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms, or otherwise provided for in law.

22.4. Where any of the Website Content has been licensed to CrossAfrica or belongs to any third party, Your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and You agree to comply with such third party terms and conditions. CrossAfrica will take reasonable steps to inform You in the event that any third party or licensor terms and conditions are changed.

23. **Linking to third party websites**

23.1. This Website may contain links or references to other websites ("**Third Party Websites**") which are outside of Our control, including those of advertisers. These Terms do not apply to those Third Party Websites, and CrossAfrica is not responsible for the practices and/or privacy policies of those Third Party Websites.

23.2. **All use of third party websites is entirely at your own risk and CrossAfrica shall not be**

responsible for any loss, expense, claim or damages, whether direct, indirect or consequential, arising from your use of such third party websites or your reliance on any information contained thereon.

24. Limitation of liability

24.1. CrossAfrica cannot be held liable for any inaccurate information published on the website and/or any incorrect prices displayed on the website, save where such liability arises from the gross negligence or wilful misconduct of CrossAfrica, its employees, agents or authorised representatives acting on behalf of CrossAfrica.

24.2. CrossAfrica shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the website or the content contained in the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third party website.

24.3. You hereby indemnify CrossAfrica against any loss, claim or damages which may be suffered by you or any third party arising in any way from your use of this website and/or any linked third party website.

25. Availability and termination

25.1. CrossAfrica may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents, including for scheduled and unscheduled maintenance of the Website.

25.2. The above mentioned termination or suspension will be subject to CrossAfrica continuing to process any orders made by You prior to such termination or suspension of the Website.

26. Privacy

All personal information provided by You to CrossAfrica will be processed in accordance with Our privacy policy above.

27. Governing law and jurisdiction

27.1. These Terms and the relationship between You and CrossAfrica and/or any dispute arising from or in connection with these Terms shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

27.2. Nothing in this clause 27 or the Terms limit Your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

28. Notices

28.1. CrossAfrica information

Full name: CrossAfrica Water Solutions Proprietary Limited

Main business: Sales, Marketing and Distribution company in the water sector.

Physical address for receipt of legal service (also postal and street address): 1st Floor, Building Four, Pinewood Office Park, 33 Riley Road, Woodmead, Johannesburg

Office bearers: Tinus Graaff

Phone number: 011 253 4940

Official email address: info@crossafricawater.com

- 28.2. CrossAfrica may change the address set out above from time to time by updating these Terms.
- 28.3. All notices sent in terms of these Terms must be sent either by hand, prepaid registered post or email and must be in English.

29. **General**

- 29.1. CrossAfrica may cede, assign or otherwise transfer its rights and obligations in terms of these Terms to any third party. The Affiliates are intended, direct third party beneficiaries of these Terms, and may enforce them against You.
- 29.2. If any term or condition contained herein is declared invalid, the remaining Terms will remain in full force and effect.
- 29.3. No indulgence, extension of time, relaxation or latitude which any party (the "**grantor**") may show grant or allow to the other (the "**grantee**") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.