

CUSTOMER TERMS AND CONDITIONS OF SERVICE (EFFECTIVE 1st October 2022)
TRADEFED PROPRIETARY LIMITED (referred to as "Tradefed" the Company, "our", "we", "us")

YOUR CONTINUED USE OF THIS WEBSITE AND OUR SERVICES INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS AND CONDITIONS AND ALL TERMS AND CONDITIONS OR POLICIES INCORPORATED HEREUNDER BY REFERENCE (I.E THAT ALSO FORM PART OF THESE) ("T&Cs")

See: [Website and Terms of Use Policy](#)

See: [General Privacy Policy](#)

See: [Returns Policy](#)

1. INTRODUCTION

- 1.1 This website can be accessed at www.tradefed.co.za, and/or through its related (and/or enhanced) mobi-sites, software applications and/or any other portals specifically made available by Tradefed in relation to this platform (the "**Website**").
- 1.2 The Website is: an e-commerce platform that enables you to browse and purchase an array of products including industrial, mining, agricultural and commercial products ("**Goods**") from various third-party sellers ("**Third-Party Sellers**").
- 1.3 Tradefed provides a platform for Third Party Sellers and customers to complete their transactions, as well as certain ancillary services related thereto, including fulfilment and return services on behalf of Third-Party Seller/s. **Tradefed, however, is not a party to the actual sale transaction which is between you, the customer, and the Third-Party Seller.**
- 1.4 These T&Cs govern the ordering, procuring and delivery of all Goods on the Website (including all services related thereto) and are binding and enforceable between Tradefed and every person that uses the services on, browses, accesses, or becomes a registered user on the Website for whatever purpose ("**you**", "**your**" or "**User**", "**Customer**").
- 1.5 Any reference to "**Tradefed**", "**we**", "**our**" or "**us**", shall (to the extent legally permissible) shall include our directors, officers, employees, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and suppliers.

2. CONSUMER DISCLOSURES

- 2.1 **These T&Cs contain provisions that:**
- 2.1.1 **limit our and/or other third parties' liability towards you;**
- 2.1.2 **place certain assumptions of risk on you (including certain undertakings and indemnifications) towards us and/or other third parties; and**
- 2.1.3 **includes certain admissions of facts.**
- 2.2 **Nothing in these T&Cs is intended to contravene the applicable provisions of the Consumer Protection Act, 2008 or any similar legislation in any applicable jurisdiction. These T&Cs must**

be treated as being qualified, to the extent necessary, to ensure compliance with all applicable laws.

3. REGISTRATION AND USE OF THE WEBSITE

- 3.1 Only registered Users may order and procure Goods through the Website.
- 3.2 In order to become a registered User, you will need to complete the registration process, on our Website, where you will be prompted to provide us with login details and submit certain personal information (in line with our [General Privacy Policy](#)). The process allows you to transition from being a browser to being able to order and/or procure Goods.
- 3.3 Each time you wish to order Goods, you be required to log into the Website using your login details. If you do not to enter the correct log in detail, you will be denied access.
- 3.4 **You agree and warrant that your login details will only be used for personal use and not to disclosed to any other third party. Where your correct login details are entered in for your account, irrespective of whether such is fraudulent or unauthorised, you agree to be liable for the payment of such order, save for where an order is cancelled in accordance with these T&Cs.**
- 3.5 If you become aware of, or reasonably suspect, any unauthorised use of or access to your account or login details, you need to notify us of this immediately and take all reasonable steps to mitigate any potential loss or harm in this regard.

4. ORDERING OF GOODS AND AVAILABILITY OF STOCK

- 4.1 All Goods that you intend to purchase should be stored in your cart on the Website ("**Cart**"), prior to payment, by clicking "**Add to Cart**".
- 4.2 In order to complete an order for the Goods you need to click "**Checkout**" and select:
 - 4.2.1 your delivery or collection method (where applicable); plus
 - 4.2.2 your payment method
- before reviewing your order and proceeding to complete payment (as prompted on the Website).
- 4.3 The Goods you select together with their individual prices will be reflected in your Cart and will automatically be tallied as a total and will:
 - 4.3.1 be inclusive of VAT (to the extent that VAT applies) but may not necessarily inclusive of any and all other applicable taxes;
 - 4.3.2 include the cost of delivery of the Goods (if applicable), including customs duties and/or applicable taxes); and
 - 4.3.3 include any and all applicable costs, fees and charges (including Tradefed's fees and charges).

- 4.4 **All prices, fees, duties, taxes and costs are subject to change at any time, without prior notice to you.**
- 4.5 All placed orders are done on a pre-order basis and can be accepted or rejected at any time. The acceptance or rejections of an order depends on factors such as; stock and availability of the Goods, the validity of the information relating to the Goods and receipt/authorisation of payment.
- 4.6 **The actual agreement of sale for the Goods is between you and the Third-Party Seller (not with Tradefed). The agreement of sale will come into effect (and title pass) when the Goods are delivered to you or made available for collection. This is regardless of any communication, from Tradefed stating that your order or payment has been processed or confirmed or otherwise.**
- 4.7 If your order is rejected (in whole or in part), Tradefed will notify you of such and will cancel your order (in whole or in part) and refund you the relevant amount paid by you for the Goods.
- 4.8 **We do not guarantee the accuracy of the information on the Website or the availability of any Goods. See: [Website and Terms of Use](#).**
- 4.9 **The information on the Website is based on information provided by Third-Party Seller/s and we therefore bear no liability for any inaccuracies in the information supplied to us. Any disputes related to the Goods or their non-availability should be taken up with and resolved between you and the relevant Third-Party Seller, your respective rights and obligations being as set out in these T&Cs.**
- 4.10 **As far as is legally permissible, if there is any error (of whatsoever nature), on the Website we shall not be liable for any loss, claim or expense relating to a transaction based on such error. Save for in the case of any incorrect purchase price, where we shall refund you any amount already paid or remedy such in terms of our Returns Policy.**

5. **PAYMENT**

- 5.1 You may select to pay for the Goods via the following methods (where applicable):
- 5.1.1 Credit and Debit Cards;
 - 5.1.2 Electronic Funds Transfer ("EFT") or Bank Transfer.
 - 5.1.3 QR Payments;
 - 5.1.4 Cryptocurrency into Tradefed's approved cryptocurrency wallet; and/or
 - 5.1.5 the Trade Finance service provided for under clause 6 below.
- 5.2 We may require additional information in order to authorise and/or verify the validity of your payment. In such cases we will be entitled to withhold delivery until such time as the additional information is received and/or authorisation is obtained by us for the full amount/s in question. If we do not receive such authorisation your order will be cancelled.
- 5.3 You warrant that you are fully authorised to use your selected payment method and have sufficient funds available to cover the costs of procuring the Goods and services on the Website.

5.4 Goods will only be released for delivery or collection once we are satisfied that payment has been reflected on our side and/or received into our bank account ("**Payment Receipt**").

5.5 All payments must be made net of any charge, applicable tax and/or customs duty. Without derogating from the aforementioned, you agree to pay all deductions for bank and/or transfer charges; all customs duties; all indirect and all direct taxes as applicable pursuant to the relevant tax and customs law. Where you consider yourself legally required to deduct any withholding taxes, you shall not be entitled to do so unless and until you have provided us with proof from the relevant authority that it is required to withhold the tax from the payment. In the event that money is withheld in the form of withholding tax, we shall claim these withholding taxes from the relevant authorities.

6. **THIRD-PARTY TRADE FINANCE SERVICES**

6.1 As part of its services, Tradefed will facilitate and/or offer its Customer the ability to procure third-party trade finance in respect of their Goods' transactions.

6.2 You acknowledge and agree that:

6.2.1 Tradefed does not guarantee any third-party finance provider (the "**Lender**") will provide financing to a Customer in connection with any transaction;

6.2.2 any agreement in relation to the provision of trade finance will be between you and the third-party trader financier;

6.2.3 the procuring of trade finance and/or use of the trade finance services may be subject to additional fees and charges;

6.2.4 Tradefed shall not be held liable in connection with any third-party financing, and you indemnify Tradefed against any damages, loss or claims in this respect;

6.2.5 the procuring of third-party trade-finance shall in no way undermine or obviate your obligations (including payment) under this Agreement;

6.2.6 you authorise Tradefed to disclose information, related to you /the Goods, to the Lender in connection with the Lender's provision of financing for the transaction;

6.2.7 any dispute with the Lender in connection with the transaction shall be resolved between the Lender and you. Notwithstanding the provisions under this Agreement, it is not Tradefed's obligation to resolve or assist in any way in the resolution of such dispute; and

6.2.8 the trade finance facilitation services offered by Tradefed shall in no way be construed as the provision of banking or financial services and Tradefed is merely acting as intermediary.

7. **DELIVERY OF GOODS**

7.1 Based the delivery method you select, the Goods shall:

7.1.1 be delivered to you by a logistics provider of our choice and at the address specified by you at Check Out ("**Delivered**"); or

7.1.2 made available for collection by the you at the address and for period specified in your Order Confirmation ("**Collected**")

7.2 All Goods shall be Delivered/Collected during ordinary business hours and on normal business days.

- 7.3 We shall endeavour to have the Goods Delivered to you within **30** (thirty) days of Payment Receipt and will notify you if we are unable to deliver the Goods within this time period. However, we shall not be held liable for any late deliveries.
- 7.4 You shall be liable (and charged) for any additional charges, levied in respect of the delivery of the Goods and/or any undelivered or forced returns, including any charges arising from the supply of the Goods outside of South Africa.
- 7.5 Our obligation to provide the Goods to you is fulfilled when the Goods are Delivered or Collected. We shall not be responsible for any loss, damage or unauthorised use of the Goods thereafter. You warrant that you shall only use the Goods for or in accordance with applicable law.

8. CANCELLATION OF AN ORDER

- 8.1 You may cancel an order at any time, prior to the Delivery or Collection of the Goods, provided such is before you receive a dispatch or delivery/collection notice. In these instances, Tradefed will, within a reasonable time, refund you for the amount it received. All refunds will be affected through the Customer's original payment method.
- 8.2 After the Goods are Delivered or Collected, they will have to be returned as per our [Returns Policy](#).

9. RETURNS

All Returns of Goods should be managed under and you hereby agree to the terms of our [Returns Policy](#).

10. LIMITATION OF LIABILITY AND INDEMNITY

- The Website shall be used entirely at your own risk. See further: [Website and Terms of Use](#).**
- 10.1 **As far as is legally permissible:**
- 10.1.1 **Tradefed's liability, howsoever, arising, shall be limited to the received order value for the Goods to which the liability relates;**
- 10.1.2 **Tradefed shall not be liable for any direct, indirect, incidental, punitive, special or consequential loss or damages;**
- 10.1.3 **you hereby indemnify Tradefed against any loss, claim or damage, of whatsoever nature, which may be suffered by yourself or any third party, arising from your use of the Website and/or which exceed our limitation of liability and/or arises from your breach of any of the provisions of these T&Cs or our policies.**
- 10.2 **As far as is legally permissible, we exclude all implied warranties and representations that might apply in relation to the use of the Website and our services.**
- ## **11. BREACH AND TERMINATION**
- 11.1 If either Party commits a breach of the T&Cs and fails to remedy such breach within 21 (twenty one)

days of receipt of written notice requiring the breach to be remedied, then the Party giving notice shall be entitled, at its option, either to cancel the T&Cs and claim damages or alternatively to claim specific performance of all the defaulting Party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

- 11.2 Tradedef, 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 any User's right to use the Website or any of its services or contents subject closing out any pending orders that have already been placed.

12. **FORCE MAJEURE:**

- 12.1 The failure of either Party to fulfil any of their obligations under these T&Cs shall not be considered to be a breach of, or default of these T&Cs provided that such inability arises from an event of *force majeure*, act of God, act of State, riot, insurrection, strike, shortages, sanction, boycott, embargo, or any other circumstance beyond either Party's reasonable control ("Force Majeure"), and the Parties affected by such event has taken all reasonable precautions, due care and reasonable alternative measures to meet these T&Cs and has informed the other, as soon as is reasonably possible, about the occurrence of such an event.

- 12.2 During the subsistence of the Force Majeure, the performance of both Parties under these T&Cs shall be suspended, on the condition that either of them may elect to cancel any services should the event of Force Majeure continues for more than 21 (twenty-one) days by giving written notice to the other.

13. **COPYRIGHT AND INTELLECTUAL PROPERTY**

- 13.1 The Website may contain intellectual property rights that are owned or licenced by us or other third parties and you may not use these without the respective party's permission or as is legally permissible.
- 13.2 You further agree not use, change, hire out, reverse engineer, copy or duplicate (in any form) this Website or any of its content (including any intellectual property) without permission.
- 13.3 You indemnify us against any damage, loss or claim resulting from any infringement in this respect.
- 13.4 For further information see: [Website and Terms of Use](#).

14. **LAW, JURISDICTION, ARBITRATION**

- 14.1 This Agreement is subject to the substantive laws of South Africa.
- 14.2 Nothing in this clause shall preclude either party from seeking urgent interim relief or summary judgement from any South African court or a body of competent jurisdiction.
- 14.3 In the event of any dispute arising out of or in connection with these T&Cs the Parties agree that they shall use their best endeavours to informally resolve the dispute, informally, within 21 (twenty one) days of the dispute having been raised in writing.
- 14.4 If either Party provides written notification to the other that such informal resolution attempt has failed,

then either of them may refer the matter to be settled by arbitration. The Parties may agree on the arbitration procedure and, failing agreement within 10 business days of the aforementioned written notice, the arbitration shall be conducted in accordance with the UNCITRAL Arbitration Rules in force at the date of notice.

14.5 The arbitration shall be held in Johannesburg. The number of arbitrators shall be one and shall be a South African qualified advocate or attorney of at least ten years' experience, as agreed to between the Parties, failing which an arbitrator appointed by a local appointing arbitration authority.

14.6 The arbitration award shall be final and binding on the parties and shall not be subject to appeal.

14.7 You shall be liable for all costs incurred by us in the enforcement of any rights under this Agreement.

15. NOTICES FOR LEGAL SERVICE AND CONTACT INFORMATION (*DOMICILIUM CITANDI ET EXECUTANDI*)

15.1 For the purposes of legal proceedings and for giving or sending any notice the parties choose the following:

15.1.1 Tradefed: 68 Fifth Street, Albertville, Johannesburg email: queries@tradefed.co.za; and

15.1.2 You: the address/es specified when you register on the Website.

15.2 The Parties may change their domicilium to any other physical address or email address by written notice to the other to that effect. Such change of address will be effective 7 (Seven) days after receipt of notice of change of domicilium.

15.3 All notices given under these T&Cs must:

15.3.1 be given in writing;

15.3.2 be delivered physically by courier or sent by email (in both cases with proof of a delivery receipt); and

15.3.3 will be presumed to have been received on the date of the delivery receipt.

16. COMPLAINTS

16.1 Without derogating from the return provisions in clause 9 or the dispute provision under clause 14, if you have a complaint about the Goods or Services provided by us please email Tradefed at support@tradefed.co.za

16.2 Where we fail to resolve your complaint in line with our Complaints Procedure, you are entitled to take your matter up with the Consumer Goods and Services Ombud, whose details and the relevant processes can be accessed on at: <http://www.cgso.org.za/>

17. DISCLOSURE OF PERSONAL INFORMATION

17.1 The Customer:

17.1.1 by submitting any information to Tradefed, in any form, acknowledges that such conduct

constitutes an unconditional, specific and voluntary consent to process its personal information for any and all purposes related to this Agreement, the provision of our Services and all ancillary matters related thereto, including, but is not limited to assessing it's the financial position and your ability to adhere to this Agreement;

17.1.2 agrees that this Agreement shall be subject to Tradefed's Privacy Policy which may be accessed on its website and states, amongst other things, that the Customer, as far as is legally permissible, agrees: (i) to maintain and update its information; (ii) to the transfer of its information to foreign countries and third parties (as far as is legally permissible); and (i) to indemnify Tradefed from any unintentional disclosures;

17.1.3 authorises Tradefed to share its personal information with any third parties (including but not limited to other Tradefed group companies) where it is in the legitimate interest of Tradefed to do so and agrees that that such third parties may process its personal information for reasons related to Tradefed or the third party's legitimate interests;

17.1.4 consents to Tradefed contacting and requesting information from any third party, credit bureau or business, to obtain any information relevant to this Agreement and subject to applicable law, it agrees and understand that the information given in confidence to Tradefed by a third party in respect of it will not be disclosed to it; and

17.1.5 warrants that each of its directors and/or members have consented to it instructing Tradefed to conduct the credit enquiry on it and that the directors and/or members acknowledge that the enquiry will include an inquiry into their credit profiles and further that the directors and/or members authorise Tradefed to obtain the credit information on each of them and that it has their aforementioned consents in writing.

18. **GENERAL**

18.1 These T&Cs (including all incorporated policies) constitute the whole agreement between the Parties and no variation, addition, deletion, or agreed cancellation of these T&Cs will be of any force or effect unless reduced to writing and signed by both Parties- save for any amendment as per clause 19- which shall be deemed to be agreed and signed by both Parties.

18.2 You may not cede, assign or otherwise transfer your rights and obligations in terms of these T&Cs to any third party.

18.3 Any failure by us to enforce any of our rights in terms hereof shall not constitute a waiver. Any indulgence, extension of time, relaxation or latitude by a party to the other shall not constitute a waiver of that Party's rights.

18.4 If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

18.5 No remedy hereunder is intended to be exclusive of any other remedy that is otherwise or may in future be available under any law.

19. **AMENDMENTS**

We may amend these T&C and/ or any of the documents incorporated hereunder by reference from time to time and without prior notice to you. – see Website and Terms of Use.