

## USER AGREEMENT – TERMS AND CONDITIONS

Acceptance of these Terms is considered as being fully accepted by clicking on the ‘accept’ button.

### 1. TERMS OF ONLINE SERVICES

- a. This website is operated by HOKAAI MEATMARKET group of Company’s (HOKHAAI (PTY) LTD, Registration no. 2018/044157/07, SUGAR CREEK TRADING 319 (PTY)LTD Registration no. 2011/001578/07, HOKAAI VLEISMARK Registration no. 1994/002119/23, HOKAAI VLEISMARK MONTANA Registration no. 2001/053273/23, HOKAAI GIFT ACRES (PTY) LTD Registration no. 2014/051050/07 ). Throughout the website, the terms “we”, “us” and “our” refer to HOKAAI MEATMARKET group of Company’s. HOKAAI MEATMARKET group of Company’s, offers this website, including all information, tools and services available from this website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.
- b. By visiting our website and/or purchasing products from us, you engage in our “Online Service” and agree to be bound by the terms and conditions (“Terms”) as set out in this document, including those additional terms and conditions and policies referred to herein. These Terms apply to all users of the website regarding the Online Service, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.
- c. Please read these Terms carefully before accessing or using our website or prior to commencing with the Online Service. By accessing or using any part of the website or Online Service, you agree to be bound by these Terms of. If you do not agree to all the terms and conditions as stipulated herein, then you may not access the website or use any services.
- d. Any new products or features which are added to the current website or online store shall also be subject to the Terms of Online Service. You can review the most current version of the Terms of Online Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.
- e. We reserve the right at any time to modify or discontinue the Online Service (or any part or content thereof) without notice.
- f. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### 2. ACKNOWLEDGEMENTS

- a. By agreeing to these Terms of Online Service, you acknowledge and agree that you:
- b. Have the capacity to enter into this agreement and that you are at least 18 (eighteen) years of age;
- c. Shall provide us with true and accurate information regarding your user registration and user details;
- d. Shall not use our products for any illegal or unauthorised purpose and by the use of the Online Service you shall not violate any laws of the Republic of South Africa or in your jurisdiction (including but not limited to copyright laws); and
- e. Shall not transmit any worms or viruses or any code of a destructive nature.
- f. A breach or violation of any of the Terms will result in an immediate termination of our Online Services to you. We reserve the right to refuse to provide any product or service to anyone for any valid reason at any time.

### 3. INFORMATION

- a. The content on this website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. We shall as far as reasonably possible, provide accurate information regarding products and the Online Services. Please note that there may be instances and unforeseen circumstances where information may not be accurate, complete or current. Pictures are provided as guidance and serving suggestions only.
- b. Actual products may differ in appearance and packaging. Food products are also subject to variances and differences inherent to such products. Assumptions regarding product descriptions are based upon reasonable assumptions and general market conditions and market descriptions.
- c. This website and Online Services may contain certain historical information. We reserve the right to modify the contents of this website and Online Services at any time, but we have no obligation to provide you with personal update information on our website. You agree that it is your responsibility to monitor changes to our website and the terms and conditions of the Online Services.
- d. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Online Service, use of the Online Service, or access to the Online Service or any contact on the website through which the service is provided, without express written permission by us.

### 4. PRICES AND PAYMENTS

- a. Prices of products will be charged as displayed in terms of your product order information. We reserve the right to amend and change prices where it may be an obvious error or mistake. We shall inform you of any error or mistake regarding prices as soon as it comes to our attention. In general, prices of the products are subject to change and we do not make any guarantee that prices will remain the same, be more or be less for any future orders.
- b. No cash payments are accepted for online order or deliveries. Online payments will be done by Visa or Master debit and/or credit cards. We only accept Master and Visa cards. Payments through cards issued by non-South African banks will be subject to verification and will take longer to process, depending on the country of issue and specific country regulations and procedures.
- c. Payment of transactions will be charged to your card upon placing of the order.
- d. Products will only be dispatch once payment has been cleared and/or is reflected on our bank statement.
- e. In the event of any products being out of stock, we shall contact you and discuss alternative products and/or estimated date of stock delivery.
- f. A payment receipt will be e-mailed to you and will be available for download on your user account on our website.
- g. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of any part or portion or entire aspect of the Online Service

### 5. PRODUCTS AND SERVICES

- a. The products and services which are available online through the website are subject to:
  - 1. The product prices and description as provided;
  - 2. Product descriptions which are based on general market descriptions;
  - 3. Being available while stocks last or as otherwise specified;

4. The return or exchange in accordance with our Return Policy.

- b. We reserve the right to limit the sales of our products or Online Services to any person, geographic region or jurisdiction and to limit the quantities of any products or services that we offer. All descriptions of products are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time.
- c. We reserve the right to substitute any item of collections or hampers with any other suitable item of the same value.
- d. We do not warrant that the quality of any products, services, information, or other items purchased or obtained by you will meet your personal expectations.

## 6. ORDERING

- a. It shall remain your responsibility to ensure that you have submitted correct information and product qualities and quantities. Prior to submitting your order, you will be afforded the change to confirm and verify your order. Once you have submitted your order, the information will be processed.
- b. Orders may be cancelled by you without any charge, prior to the despatch/shipment thereof. Contact [silverlakes@hokaameatmarket.com](mailto:silverlakes@hokaameatmarket.com) to cancel your order.
- c. A cancellation fee of 15% will be charged on:
  - 1. Special and custom made orders;
  - 2. Orders which have already been marked for shipment and left our facility for delivery.
- d. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- e. You agree to provide current, complete and accurate purchase and account information for all orders regarding the Online Services. You agree to promptly update your account and other information so that we can complete your transactions and contact you as needed.

## 7. DELIVERY

- a. Deliveries are only done in the designated areas as indicated on our website. We reserve the right to amend, substitute, vary or cease deliveries in any area at any given time. We have no obligation to deliver in an area which we have not indicated on our website, or any area which would not be practically reachable or available for us to deliver in.
- b. You will be liable for the delivery charges as specified on your order.
- c. You will be able to select a delivery date and time for your order. It will remain your responsibility to be available at the designated address to accept delivery. It will also remain your responsibility to ensure that our delivery vehicle will have access to your delivery premises. If the delivery address is situated in an access controlled or security area, it will remain your responsibility to arrange for access and entrance of our delivery vehicle to deliver the products to the delivery address. You should also be available to be contacted on your designated contact number within the designated time of delivery. You agree that we may contact you telephonically or by means of electronic correspondence during this the time frame

of your delivery. If you are not available at the designated address to accept delivery within your designated time period, or if the delivery address is not accurate or premises is not accessible, the order will be returned to the butchery and you would be required to collect the products at your own costs within a period of 2 (two) days, alternatively prior to expiry date of the products, whichever is the earlier. You may also request a new delivery date within the next 2 (two) days or prior to expiry date of the products (whichever is the earliest) subject to an additional delivery fee.

- d. You should understand that the majority of our products are perishable. Should you not collect your order from one of our outlets (as specified), or be available or should the delivery address be inaccurate or should your premises not be accessible for delivery, or should you not collect your products at our head office or arrange for a subsequent delivery, the products may become spoiled. Any spoiled products will be disposed of in terms of the relevant health regulations. In the event where you have selected one of our outlets for the collection of any perishable products and such products are not collected within 2 (two) days from your collection date alternatively prior to expiry date of the products, whichever is the earlier, such products will be disposed in terms of the relevant health regulations. You would not be able to claim a replacement, credit or refund for any spoiled products which may become spoiled as a result of it not being collected by yourself or not being able to be delivered (if you are absent during delivery time or if your premises is not accessible). Uncollected or undelivered non-perishable products will be subject to a 25% (twenty-five percent) handling fee.
- e. You should understand that the majority of our products are perishable. Products will be delivered using refrigerated vehicles for meat products and/or insulated containers to keep the products cold. Once it has been delivered, all risk regarding the product temperature shall pass to you and it shall remain your responsibility to ensure that your products are stored in the correct conditions and temperatures.
- f. Please inspect the products properly upon delivery. If any products which you may receive are inaccurate or defective, you should not accept the product and return the product immediately with our delivery vehicle. Once you have inspected any perishable product and you have accepted it, it may not be returned unless it complies with the requirements as specified in our Returns Policy.

## 8. RETURNS POLICY

- a. Our returns policy is set according to comply and align with the provisions of the Consumer Protection Act.
- b. Perishable products: If you are not satisfied with the quality of a perishable product, based on a physical defect of the product (meaning that the product is objectively not complying with the required standard, you may return the product for a refund and/or replacement, subject to the following:
  - 1. Proof of purchase is provided (till slip or item label); and
  - 2. The product with/in its original packaging is returned with the barcoded label; and
  - 3. Return of product should be prior to the expiry date on the label; and
  - 4. Reason for return should be that the product is defective or sub-standard product.
- c. It is very important to note that most of our products are perishable products and you should take care of keeping to the recommended storage recommendations. We cannot accept any returns of sub-standard quality due to your own incorrect handling and storage.
- d. We reserve the right to send any returned product for technical analysis if and where required and will provide an outcome within 10 (ten) business day upon receiving the returned goods. Technical analysis can/will include the comparing of our retention samples with the product in question by a qualified service provider. The outcome of the return may be done based on the professional recommendation and results from the service provider.
- e. Due to our obligation and commitment to public health and safety, we cannot accept returns of

perishable products that have been bought incorrectly due to customer fault or where a customer had a change of mind. Please check all your purchases upon delivery or receipt thereof, or before leaving any of our stores.

- f. Non-perishable products: Non-perishable products can be returned within 10 (ten) business days after purchase and/or delivery thereof, subject to the following:
  - 1. Proof of purchase is provided (till slip or item label); and
  - 2. The product with/in its original packaging is returned with the barcoded label.
- h. All returns may be subject to investigation by us and a period of 10 business days are allowed for technical feedback in some cases.

## 9. THIRD PARTY LINKS

- a. Certain content, products and services available via our Online Service may include content, material and websites from third-parties.
- b. Third party links on this website may direct you to third party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.
- c. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third party websites. Please review carefully the third party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

## 10. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

- a. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
- b. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates our intellectual property rights or these Terms.
- c. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Online Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

## 11. PERSONAL INFORMATION

- a. When you use our Online Service, as part of the buying and selling process, we collect the personal information you give us such as your name, contact number, address and email address.
- b. When you browse our website, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information regarding your browser and operating system, which we may use to develop our systems further and to understand our customers better.
- c. With your permission, we may send information to you via e-mail and any other electronic communication methods (as selected by you) about our Online Services, new products and other updates. If you wish to unsubscribe, please click the unsubscribe link at the bottom of any email newsletter you have received from us.
- d. You understand that your personal information and content (excluding credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- e. Credit card and payment information are not stored by us as all payments are done an authorised third party is a registered financial institution.  
Your submission of personal information on our website is also governed by our Privacy Policy.

## 12. ERRORS, INACCURACIES AND OMISSIONS

- a. Occasionally there may be information on our website or in the Online Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
- b. We undertake no obligation to update, amend or clarify information in the Online Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Online Service or on any related website, should be taken to indicate that all information in the Online Service or on any related website has been modified or updated.

## 13. PROHIBITED USES

- a. In addition to other prohibitions as set forth in these Terms, you are prohibited from using the website or its content: (1) for any unlawful purpose; (2) to solicit others to perform or participate in any unlawful acts; (3) to violate any international, national, provincial or municipal regulations, rules, laws, or local ordinances; (4) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (5) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (6) to submit false or misleading information; (7) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the internet; (8) to collect or track the personal information of others; (9) to spam, phish, pharm, pretext, spider, crawl, or scrape; (10) for any obscene or immoral purpose; or (11) to interfere with or circumvent the security features of the Online Service or any related website, other websites, or the Internet. We reserve the right to restrict your access to our website and to

terminate your use of the Online Service or any related website for violating any of the prohibited uses.

#### 14. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- a. We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
- b. We do not warrant that the results that may be obtained from the use of the Online Service will be accurate or reliable.
- c. You agree that from time to time we may remove the Online Service or any other related service for indefinite periods of time or cancel such service at any time, without notice.
- d. You expressly agree that your use of, or inability to use, the Online Service and any other related service is at your sole risk. The Online Service and all products and services delivered to you are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- e. In no case shall Hokaai Meatmarket, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract or common law (including negligence), strict liability or otherwise, arising from your use of any of the Online Service or related service or any products procured using such service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Online Service or any related service or any content (or product) posted, transmitted, or otherwise made available via such service, even if advised of their possibility. The aforesaid limitation of liability shall be limited to the maximum extent permitted by law.

#### 15. INDEMNIFICATION

- a. You agree to indemnify, defend and hold harmless Hokaai Meatmarket and our holding company/ies, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Online Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### 16. TERMINATION

- a. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- b. These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Online Services, or when you cease using our website.
- c. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision

of these Terms, we also may terminate this agreement at any time and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Online Services (or any part thereof).

## 17. GENERAL

- a. **Entire Agreement:** These Terms and any policies or operating rules posted by us on this website or in respect to the Online Service constitutes the entire agreement and understanding between you and us and govern your use of the Online Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).
- b. **Severability:** In the event of the invalidity of any part or portion of this agreement for any reason whatsoever, such invalidity shall not affect the validity or enforceability of any other part or provision of this Agreement and such invalid part or portion shall be deemed to have been struck out of the agreement.
- c. **Waiver:** The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- d. **Interpretation:** Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.
- e. **Governing law:** These Terms and any separate agreements whereby we provide you with any products or services shall be governed by and construed in accordance with the laws of the Republic of South Africa.