



## **COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS OF THE BIDVEST FOODSERVICE WEBSITE AND ITS AFFILIATES. (A division of The Bidvest Group)**

### **1. Introduction**

Bidvest Foodservice and its affiliates, (M&M|D&R Lowe) a division of the Bidvest Group Limited, hereafter referred to as ("Bidvest Foodservice") provides the information contained on this website and any of the pages comprising the website ("website") to you subject to the terms ("the terms") set out herein and referenced herein. By accessing the website, you shall be deemed to have agreed to all the terms. Bidvest Foodservice may at any time modify the terms and your continued use of the website will be subject to the terms in force at the time of your use. Accordingly you agree to review the terms periodically, and your continued access or use of the website shall be deemed to be your acceptance of the amended terms.

### **2. Content of the Website**

2.1 Whilst every effort is made to update the information provided on this website on a regular basis, Bidvest Foodservice makes no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness and/or reliability of any information, data and/or content contained on the website and/or which may, from time to time, be sent to you pursuant to your registration of the "keep me informed" service offered via the website (including but not limited to any information which may be provided by the various companies within the Bidvest Foodservice group of companies [collectively "information" ]) and shall not be bound in any manner by any information. The information made available on the website from time to time, should not at any time be construed as advice of whatever nature, including inter alia, investment advice. Nothing on this website shall be construed as an invitation or offer by Bidvest Foodservice and/or any of the companies in the Bidvest Group of companies from time to time to acquire and/or dispose of and/or in any other manner deal with shares in Bidvest and/or any companies in the Bidvest Group of companies from time to time.

2.2 Bidvest Foodservice reserves the right at any time to change or discontinue without notice, any aspect or feature of this website. No information contained on the website (and whether posted by Bidvest Foodservice or any of the companies within the Bidvest group of companies) shall be construed as advice and same are offered for information purposes only.

### **3. Copyright and Intellectual Property Rights**

3.1 Copyright and all intellectual property rights in all materials, texts, drawings and data made available on this website (collectively "materials") are owned by Bidvest Foodservice alternatively, Bidvest Foodservice is the lawful user thereof and is protected by both South African and international intellectual property laws. Accordingly, any unauthorized copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such materials or any component thereof will constitute an infringement of such copyright and other intellectual property rights. You may, however, use the materials or any component thereof for internal business purposes.

3.2 The trademarks, names, logos and service marks (collectively "trademarks") displayed on this website are registered and unregistered trademarks of Bidvest Foodservice, and of their suppliers. Nothing contained on this website should be construed as granting any licence or right to use any trademarks without the prior written consent of Bidvest Foodservice, or their suppliers.

### **4. External links**

4.1 External links may be provided for your convenience, but they are beyond the control of Bidvest Foodservice and no representation is made as to their content. Use or reliance on any external links provided is at your own risk. When visiting external links you must refer to that external website's terms and conditions of use.

4.2 No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of Bidvest Foodservice.

### **5. Warranties, Disclaimers and Limitation of Liability**

5.1 Bidvest Foodservice makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website and any of the information contained on or referenced by the website. Without limiting the generality of the foregoing, Bidvest Foodservice gives no warranty of whatever nature regarding the accuracy or appropriateness in any jurisdiction of any information provided on or referenced by the website. Accordingly, the website is made available and the information is provided to you on an "as is" basis.

5.2 Bidvest Foodservice shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect, or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party, as a result of or which may be attributable, directly or indirectly, to your access and use of the website and any information contained on or accessed via the website. You, hereby indemnify Bidvest Foodservice and waive any rights you may have or obtain against Bidvest Foodservice in respect of any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever, which may be suffered by such you and/or third party as a result of or which may be attributable directly or indirectly to any of the aforesaid. Without limiting the generality of the foregoing Bidvest Foodservice shall not be responsible for and disclaims all liability for any loss, expense or damage of whatever nature incurred or sustained by you or any third party, due to - (i) any failure and/or unavailability of the website for any reason whatever and/or the failure/delay by any third party service provider to render any services which are necessary to ensure the availability and proper functioning of the website; and (ii) your use of or reliance on any information offered on or via the website.

## **6. Privacy Policy**

6.1 Bidvest Foodservice is sensitive to the private nature of information you provide to us over the Internet. When you use the website you may be providing Bidvest Foodservice with your personally identifiable information. The personally identifiable information you provide consists of limited personal data such as name, company details, address and e-mail address. We do not knowingly collect personal information from children under the age of eighteen. In addition, our web servers may automatically collect web site usage information from you when you visit our website. Website usage information informs us about how our visitors and subscribers use and navigate our website, including the number and frequency of users to each webpage, their IP address and the length of their stays.

6.2 We may combine the personally identifiable information you provide Bidvest Foodservice with other information about you that is available to us, including website usage information and information from other sources. We may use this information to inter alia enable us to improve your experience on the website, to improve and develop new products, features and services, to provide marketing with aggregate information about our user base and usage patterns, to allow us to personalise the advertising users see based on their personal characteristics or preferences and for other purposes. We may share such information with third parties to help us improve our content and for the purposes as aforesaid.

6.3 In addition, we may disclose any information about you to other third parties, as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or any other activity that is illegal or may expose Bidvest Foodservice to legal liability, or in connection with merger or consolidation activities of Bidvest Foodservice and/or any of the companies within the Bidvest group of companies, or the sale of any assets of Bidvest and/or any of the companies within the Bidvest group of companies. We reserve the right to contact you at any time regarding any problems or questions as well as to notify you of changes to our Privacy Policy, or to other policies or terms that affect you and your use of the website, and to share your information in order to enforce our policies and terms governing the website.

6.4 The personally identifiable information we collect about you is stored in limited access servers. We maintain safeguards to protect the security, integrity, and privacy of these servers and of your personally identifiable information.

6.5 You may review and update the personally identifiable information you provide to us as part of the registration process by accessing your registration information.

6.6 If you have any questions, comments or concerns about our Privacy Policy, you may contact us at [info@bidvestfoodservice.co.za](mailto:info@bidvestfoodservice.co.za)

## **7. Address for service**

7.1 The address for service for all purposes relating to these terms including the giving of any notice, the payment of any sum, the serving of any process, is -

### **7.1.1 Physical:**

Bidvest Foodservice (Pty) Ltd  
60 Saturn Crescent  
Linbro Office Park  
Sandton, Johannesburg.  
South Africa

### **7.1.2 Telecommunications:**

Telephone: +27 (11) 553 9600 Fax: +27 (11) 553 9642 E-mail: [info@bidvestfoodservice.co.za](mailto:info@bidvestfoodservice.co.za)

7.2 Bidvest Foodservice shall be entitled from time to time, by giving notice to you to vary its physical address for service to any other physical address within the Republic of South Africa, and to vary its facsimile address for service to any other facsimile number.

## **8. General**

8.1 These terms constitute the sole record of the agreement between you and Bidvest Foodservice in relation to the subject matter hereof. Neither you nor Bidvest Foodservice shall be bound by any express tacit or implied representation, warranty, promise or the like not recorded herein. These terms supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Bidvest Foodservice in respect of the subject matter hereof. No addition to, variation or agreed cancellation of any provision of these terms shall be binding upon either you or Bidvest Foodservice unless agreed to by Bidvest Foodservice. No indulgence or extension of time which either you or Bidvest Foodservice may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

8.2 Bidvest Foodservice shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms of use to any third party.

8.3 All provisions of these terms are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of these terms shall remain in full force and effect.

8.4 Should Bidvest Foodservice be prevented from fulfilling any of its obligations to you as a result of any event of force majeure, then those obligations shall be deemed to have been suspended to the extent that and for as long as Bidvest Foodservice is so prevented from fulfilling them and your corresponding obligations shall be suspended to the corresponding extent. In the event that force majeure continues for more than thirty days after it has first occurred then Bidvest Foodservice shall be entitled (but not obliged) to terminate all of its rights and obligations in terms of or arising out of these terms by giving notice to you. An "event of force majeure" shall mean any event or circumstance whatsoever which is not within the reasonable control of the affected party including, without limitation, vis major, casus fortuitus, any act of God, strike, theft, riots, explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any telecommunications line and/or unavailability of any telecommunications facilities, power failure, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage of transport facilities.

8.5 These terms shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with these terms or any matter related to or in connection therewith. These terms were last updated on 1 March 2015. Bidvest Foodservice (Pty) Ltd. All Rights Reserved.



**Bidvest Foodservice (Pty) Ltd.**  
Reg NO. 1964/002063/07  
A division of The Bidvest Group Limited.

Directors: BM Varcoe (Managing Director), AJ Bischoff, EA Hasrod, HP Havenga, LI Jacobs, RJ Licht, S Marie, GC McMahon.