



VERSAILLES
WINES

VERSAILLES WINES (CC): TERMS AND CONDITIONS

PLEASE NOTE: By using this Website, you are indicating your acceptance to be bound by the terms and conditions set out herein, which may be amended from time to time.

Introduction

Welcome to the Versailles Wines (CC) website. The Website is provided and maintained by Versailles Wines (CC) and its affiliated companies (“Hawekwa Bottelering, CA Filtration, Boland Finansiering, Versailles Beleggings Trust”) for public use and information. Use of this Website and any sale and/or purchase of Versailles Wines products shall at all times be subject to these terms and conditions of use. By accessing and using this Website, and placing orders through this Website, you consent to these terms and conditions of use. These terms and conditions of use may be changed in the future without further notice. Your continued use of this Website constitutes your acceptance of any such amended and/or new terms and conditions. The Website incorporates the Versailles Wines online shopping website or platform. Unless the context indicates otherwise, references to the Website are deemed to include the Versailles Wines online shopping Website. Purchases made from the Website are subject to these terms and conditions, to the exclusion of all other terms. By shopping or browsing on this Website, you acknowledge that you have read, understood and agree to be bound by these terms and conditions, and the other policies displayed on this Website.

Privacy

Versailles Wines is committed to protecting your rights of privacy and will not use or disclose any legally privileged personal information to third parties other than as set out in Versailles Wines’ Privacy Policy. You are referred to the Privacy Policy (POPI Act) for the detail of Versailles Wines’ policy in this regard. Please note that Versailles Wines may use your e-mail address submitted in connection with your messages or communications and other contact information which was submitted by you in order to communicate with you, for executing transactions and for billing purposes. We may send you information, special offers and advertising by e-mail. If you do not wish to receive such information, you may unsubscribe from this service. You do not have to provide us with your personal information to access and use this Website. The online shopping facility provided through this Website will, however, require registration and the provision of certain personal information. Any communication or material transmitted to the Website by electronic mail will be treated as non-confidential and non-proprietary by Versailles Wines. Any communication sent by Versailles Wines through means provided by this Website must be treated as confidential and intended solely for use by the recipient.

Terms and Conditions of Use

Sale of Liquor

To the extent that this Website may market, promote and advertise the sale of liquor products, it is not intended for use by persons under the age of 18 (eighteen) years. If you are under the age of 18 (eighteen) years, you may not access and/or use this Website. No liquor products will be sold to anyone under the age of 18 (eighteen) years. Should you wish to purchase any liquor products on the Website, you will be required to confirm that you are over the age of 18 (eighteen) years, and in addition, any person receiving delivery of such wine products may be required to show identification proving that he or she is of the applicable legal age.

General conditions

We reserve the right to refuse service to anyone for any reasonable reason at any time. You understand that your content (not including 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. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

User comments, feedback and other submissions

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 e-mail, 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. We may, under reasonable circumstances, 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 any party’s intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary rights. 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 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.

Proprietary Rights and Information

Trademarks, brands and logos displayed on this Website are the property of Versailles Wines or are licensed to Versailles Wines or its affiliated companies and may not be used without the prior written consent of Versailles Wines or another entity which may own such trademarks, brands or logos. The content of this Website, which may include images, photographs, text and video clips, is subject to copyright law. Any unauthorised reproduction thereof or any part thereof is prohibited. You may download or print the content of this Website or any part thereof for your own private and non-commercial use, provided that you do not remove or change any trademark, copyright or other proprietary work, or distort, mutilate or change the proprietary rights and information in a manner detrimental to Versailles Wines.

Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your country of residence, and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

Online Shopping and Completing an Order Form

Purchases made from the Website requires you to complete an order form. To order on the Website, you will be required to provide certain information including personal details, credit/payment card details and your delivery address, which must be located within a delivery area as specified by Versailles Wines, from time to time. To make purchases on the Website you must be over the age of 18 (eighteen) and the holder of a valid South African MasterCard, Visa, American Express or Diners Club card or similar debit or credit card ("the Card"). All use of the Card shall be subject to Versailles Wines' standard terms and conditions of sale and granting of credit, as applicable from time to time.

Accuracy of Billing and Account Information

Versailles Wines reserves the right to refuse any order you place with us for any reasonable reason. 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 will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made, or any other reasonable means. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your e-mail address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Prices, Product Sales and Availability

All products displayed on this Website are subject to availability and will be delivered only within the Republic of South Africa in areas designated by Versailles Wines. In the event of a particular wine product not being available, we will contact you to suggest an alternative wine product. You are then entitled to accept the alternative(s) or such items as can be correctly delivered, or cancel your order. Prices quoted are per bottle or per case, as indicated. Versailles Wines reserves the right to change prices and to add or discontinue products offered on this Website without prior notice. Special promotions may be subject to certain conditions, including stock availability and limited offer stipulations. Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy. We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction for a reasonable reason. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time with or without notice, at the sole discretion of us which such discretion will be used in a reasonable way. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or

obtained by you will meet your expectations, unless reasonable in the circumstances or that any reasonable errors in the Service will be corrected.

Disclaimer of warranties; limitation of liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free, unless the interruptions, late, unsecure or inaccuracy of such services can be attributed to any circumstances within our reasonable control. We warrant that the results that may be obtained from the use of the service will be reasonably accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, with reasonable notice. You expressly agree that your use of, or inability to use, the service is reasonably at your own risk. The service and all products and services delivered to you through the service 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. This excludes any warranty as provided in terms of the Refund Policy on products supplied. Versailles Wines, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors shall not be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages, including, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the services or any products procured using the service, or for any other claim related in any way to your use of the service or any product, unless the occurrence of such injury, loss, claim or damages can be attributed to any circumstances within our reasonable control. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Market

The online wine sales service offered by Versailles Wines on our Website is available to buyers in the Republic of South Africa. Versailles Wines does offer such service on special request internationally, however at different costs and subject to further provisions applicable to international buyers in terms of delivery and insurance requirements as may be stipulated by Versailles Wines on confirmation of any order. Payment may only be made by "the Card", or by prior arrangement with Versailles Wines by electronic funds transfer (EFT). Versailles Wines shall be authorised to debit the aggregate amount payable for the products ordered against the authorised card supplied by you when completing your order. Versailles Wines shall be entitled to debit your card on acceptance of your order and prior to delivery.

By submitting your order, you warrant that you are over the age of 18 (eighteen) years, are authorised to make payment with the card and that there are sufficient funds available to pay for the order.

Confirmation of Orders

Orders placed on the Website constitute your offer to purchase subject to these terms and conditions. An order shall be complete on confirmation of receipt of payment by Versailles Wines when:

1. A credit card authorisation is received from the issuing bank; or
2. The exact amount has been received via EFT, and cleared and available in our bank account.

On completion of your order, Versailles Wines shall indicate our acceptance of such order by confirmation e-mail, at which point an agreement of sale is concluded between you and Versailles Wines. Versailles Wines reserves the right to:

1. Refuse or accept any order without giving any reasons; and/or
2. Cancel orders in whole or in part as circumstances dictate.

In either event, Versailles Wines shall not be liable for any losses or damages suffered by you as a result of such refusal or cancellation and shall only be liable to refund monies already paid to yourself. Versailles Wines shall take all reasonable efforts to maintain correct prices on the Website. However, should errors occur and items are offered at incorrect prices, we will not be obliged to sell goods at such incorrect prices and any liability on our part shall be limited to a refund of monies already paid by yourself.

Delivery

The courier company delivers from Monday to Friday between 08h00 and 17h00, excluding public holidays and weekends. Additional charges will apply for deliveries on weekends and public holidays. The courier company endeavours to effect deliveries within three to five working days of collection of an order, unless you have chosen to receive delivery at a later date. Delivery of liquor products as per confirmed orders will be made to the nominated address on your order. All deliveries made will be by road freight directly to your nominated address unless otherwise stated in our confirmation of order. All liquor products delivered must be signed for on delivery. If no one is available at the nominated address when delivery is attempted, the liquor products will be retained by the courier, in which case notification of the attempted delivery will be given. The delivery of liquor products may require proof of age on delivery. Failure to supply such proof will render the sale null and void. For verification purposes, the person accepting delivery at the delivery address may be required to produce a form of identification. Any person other than yourself who receives the products at the delivery address is presumed to be authorised to accept delivery on your behalf. On delivery, the person accepting delivery shall be required to sign and print his/her name against a duplicate copy of the delivery note as confirmation of delivery. Should no one be in attendance at the time of delivery, the courier will retain the products and a notice will be left at the delivery address to this effect. Our representative will attempt to contact you to make new arrangements for delivery or collection. On delivery of the order to the specified delivery address, you will receive a Versailles Wines delivery note showing the items delivered, prices and value-added tax and the amount to be debited or which has been debited from your card. Versailles Wines reserves the right to charge an additional delivery fee should it be required to make a further delivery or collection if no one is at the delivery address to receive the products. Versailles Wines has outsourced all delivery and collection arrangements. Accordingly, Versailles Wines shall not be liable for any damage suffered or loss incurred by reason of any act or omission of the courier, its directors or members, employees, sub-contractors, agents, representatives and/or affiliates. Versailles Wines shall not be liable for any loss occasioned by any delay in the delivery of any order, nor for any loss, damage or misplacement of any wine products ordered from us after delivery has been made to your nominated delivery address. Liquor products are insured by Versailles Wines up to the point of delivery. For the sake of clarity, it is recorded that the above provisions shall not apply to international buyers and the time, place and other relevant terms of delivery and insurance shall be set out by Versailles Wines in the confirmation of order and international buyers agree to be bound to such terms when placing any orders in terms hereof.

Returns

Your satisfaction is our main priority. If, for any reason, you are dissatisfied with the quality of our wine products, please contact us and return the wine products at your cost within 7 (seven) days of delivery of your order. If the wine products were indeed faulty in any respect when delivered to you, we will issue a replacement, or refund you the price of the wine products, as well as the cost of delivery to return the wine products to Versailles Wines, within 30 (thirty) days from receipt of returned wine products. You will be deemed to have accepted the order should you not return the wine products within the 7 (seven) day period referred to above. Unfortunately, we cannot replace or refund you for any bottle or case where the wine products do not meet personal preferences. You are more than welcome to contact us for any advice on wine selection prior to purchase.

Refund policy

Defective products

If, for some reason, the product we deliver to you is damaged, defective or does not match what you ordered, we will collect and refund or replace your next wine order at no cost to you. If the product is found NOT to be defective, you will NOT be entitled to any replacement or refund, but will instead be liable for the costs incurred in having such product returned to Versailles Wines and then redelivered to you. A product is considered defective when, but not limited to the following: faults resulting from normal wear and tear; damage arising from incorrect usage of the product, misuse and abuse and not following instructions of the product. These will NOT be regarded as defects and will NOT entitle you to any replacement or refund under the general warranty above.

Exclusions

You may not, under any circumstances, return the following:

- Non-defective products that have been “made to order”. (You will be notified in the relevant online sale if the products are “made to order”.)
- Products that you or any other person has altered, consumed, incorporated or added to where such alteration, repair, incorporation or addition has not been authorised by Versailles Wines.

Cancellation

Without prejudice to any other rights or remedies in law, Versailles Wines shall be entitled to cancel forthwith any sale and/or your registration should you breach any of these terms and conditions. You may only cancel your order within 12 (twelve hours) hours of placing the order. An order is cancelled once you have notified Versailles Wines and have received our confirmation of receipt of your cancellation notice. If you have already paid for your order and have also received an e-mail notifying you that your order has already been shipped, Versailles Wines reserves the right to charge a deduction rate equal to the courier charge of the purchase.

Risk and Ownership

Risk in the products shall pass to you upon delivery at the nominated delivery address or to the person accepting delivery on your behalf. Until payment is received in full for any products, ownership in the products shall remain with Versailles Wines and such products shall be returned and/or surrendered to Versailles Wines following receipt of a default notice from Versailles Wines.

Security

Versailles Wines will endeavour to ensure that your username, password, personal information and Card details are protected. Please bear in mind that transactions through the internet are not secure. Versailles Wines does not guarantee the security of any information transmitted to it or which

Versailles Wines transmits to you. You indemnify Versailles Wines and hold Versailles Wines harmless against any loss or damage suffered or liability incurred arising from your failure to keep your account details (including usernames and passwords) secure.

Disclaimer

The information on this Website is intended for general information purposes only. While Versailles Wines endeavours to ensure that the information provided is accurate and complete, it does not guarantee the accuracy, reliability or completeness of any information published on this Website. Your use of the Website is at your own risk. Versailles Wines shall not be held responsible for any claim, loss, injury or damage, whether direct or indirect, arising out of the use of this Website and/or goods and/or services available from or through this Website. Versailles Wines does not warrant that this Website or the server that makes this Website available is free of viruses or other harmful components. Versailles Wines shall not be liable for any negligent act or omission of any of its officers, employees or agents arising from the use of this Website. To the extent permissible pursuant to applicable law, Versailles Wines disclaims all warranties of any kind, either express or implied, including but not limited to the fitness of our wine products for a particular purpose. No oral or written information provided by us shall create a warranty, nor shall you rely on any such information or advice.

Errors, inaccuracies and omissions

Occasionally there may be information on our site or in the 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 reasonable in the circumstances, 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). We undertake no obligation to update, amend or clarify information in the 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 Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Links

Our Website may provide links to other websites operated by third parties. The inclusion of any link to such websites does not imply endorsement by Versailles Wines of the websites, their content or accuracy, or of the goods or services offered on such websites. Your linking to any such other websites occurs at your own risk.

You may not establish a link to this Website from a third-party website, without prior written consent of Versailles Wines.

Enforceability

Each provision of these terms and conditions shall be severable from the other terms and conditions. Should any provision be found invalid or unenforceable, the remaining provisions of these terms and conditions shall nonetheless remain binding and continue to apply.

Jurisdiction

These terms and conditions 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 the exclusive jurisdiction of the High Court of South Africa in respect of any dispute arising in connection with your use of this Website, or these terms and conditions or any matter related to or in connection therewith.

Variation

Versailles Wines may, in its sole discretion, change these terms and conditions or any part thereof at any time without notice. However, the terms and conditions published here at the time when a specific order is placed will govern that specific order and all matters incidental to the specific order, notwithstanding any amendments which Versailles Wines may subsequently make to these terms and conditions.

Indemnification

You agree to indemnify, defend and hold harmless Versailles Wines and our parent, subsidiaries, group companies affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless 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 Service or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice 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 Services (or any part thereof).

Entire agreement

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service, constitutes the entire agreement and understanding between you and us and govern your use of the 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 of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Governing law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Information Disclosure

The following information is disclosed in terms of Section 43 of the Electronic Communications and Transactions Act (ECTA), 25 of 2002:

The full name of Versailles	Versailles Wines
Legal status	A company duly registered in South Africa
Registration Details	2006/077584/23
Place of Registration	South Africa
Members of Versailles	M van der Spuy
Physical Address	7 Main Road, Wellington, 7654
Postal Address	PO Box 541, Wellington, 7655
Physical Address for receipt of legal documents	7 Main Road, Wellington, 7654
Telephone Number	021 – 873 2618
Fax Number	086 – 5021482
E-mail Address	info@versailleswines.co.za
Website Address	www.versailleswines.co.za
Description of products and services offered	Wine products