

EQUIPMENTTRADER'S WEBSITE TERMS OF USE

Thank you for visiting this website and/or one or more of our affiliated websites (collectively referred to hereafter as "**Website**"). The terms and conditions that apply to your access to and/or your use of this Website (and the information, products and services available through this Website), and our use of any communications or User Content (defined below) that you submit to us or post on this Website, are set forth below.

1. ACCESS OF THE WEBSITE

- 1.1. By using this Website or submitting communications or User Content to us, you accept and agree to all of the terms and conditions set forth herein ("**Terms**"), which form a legally binding agreement between you and Stator Industrial Investments (Pty) Ltd t/a EquipmentTrader and/or our applicable business divisions and/or affiliates (collectively "**EquipmentTrader**", "**us**", "**our**" or "**we**"). In addition, if you are advertising with us, you must also accept and agree to comply with all of the terms and conditions of our Advertising Agreement.
- 1.2. By accessing and/or using the Website, you acknowledge, agree and warrant to us that you:
 - 1.2.1. are at least eighteen (18) years of age or older and have the requisite legal capacity to enter into a legally binding agreement with us and to access and use the Website; and
 - 1.2.2. have reviewed these Terms, understand them and agree to be bound by them and use the Website strictly in accordance with such Terms.
- 1.3. If you do not agree to the Terms, then do not access or use the Website.
- 1.4. Irrespective of whether or not you are a registered user, upon accessing the Website or engaging with any aspect, you will be deemed to have accepted all of the Terms that apply to this Website's use, the information contained on the Website and to the facilities and services provided by it.

2. CHANGE OF TERMS

- 2.1. We reserve the right, from time to time, to alter these Terms at any time as we deem appropriate by posting such changes on this Website, in our sole and absolute discretion. Any changes, modifications, additions or deletions shall be effective immediately upon posting, unless otherwise indicated.
- 2.2. We will not separately notify you that changes have been made, regardless of the scope and importance of the changes, and we encourage you to periodically check back and review these Terms, so that you will always know what terms and conditions apply to your access to and use of this Website, or our use of any User Content that you have posted on this Website or submitted to us. Your continued use of this Website and/or your submission of any User Content to us after such changes are posted will be deemed to constitute your agreement to and acceptance of such changes. This Website may change, and we may restrict access to, suspend or discontinue this Website, or any portion of this Website, at any time.
- 2.3. "**User Content**" refers to any and all forms of content, including but not limited to advertisements, text, images, videos, audio clips, comments, links, software and any other materials or information that users submit, post, upload, publish, display or communicate through the Website or to other users or entities via the Website. This encompasses content posted in public areas of the Website, such as forums, comment sections, and interactive features, as well as content shared in private communications through the Website's messaging systems. User Content does not include any personal information submitted during account registration or in the course of transactions,

unless voluntarily included by users in areas of the Website that are visible to other users or the public.

- 2.4. Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service provided on the Website without notice. From time to time, we may restrict your access to some parts of the Website or the entire Website. We will not be liable if, for any reason, the Website is unavailable at any time or for any period.
- 2.5. We reserve the right to refuse service, terminate accounts and/or cancel orders in our sole and discretion for any reason whatsoever which includes, but not limited to, if we believe that a user's conduct violates applicable law or is harmful to the interests of EquipmentTrader or its business, affiliates, licensors or licensees, any other user and/or the public.

3. CONTENT

- 3.1. This Website, all content displayed on this Website and all software, data and information used to provide this Website which includes, but is not limited to, text, images, method of display and presentation, source code, embedded routines and programs and other materials, copyrights, trademarks, patents and other intellectual property rights therein or thereto, are owned by us and/or our owners, affiliates, licensors or licensees, and are protected under copyright, trademark and other applicable laws and treaties, including, without limitation, applicable trade secret laws. We grant you the limited and non-exclusive right and license to access or download a single copy of the content from this Website, solely for your personal and non-commercial use, and as necessary in connection with the use of any services available through this Website.
- 3.2. You agree that you will only use, reproduce and print User Content and material comprising the results of searches conducted on the Website for personal and non-commercial purposes. In particular, you may not use the contact details provided by any user and/or advertisers of equipment, any item/s in respect thereof and/or any services ("**Equipment**") to contact same other than in connection with a genuine enquiry relating to the purchase by you of any Equipment in question.
- 3.3. The Website content and information, which includes, but is not limited to, User Content, may contain technical inaccuracies and typographical errors. We exclude all liability for any illegality and/or any loss or damage incurred arising from such inaccuracies and typographical errors.
- 3.4. The content of, and information appearing on, the Website may be altered, amended or updated from time to time and may at times be out of date. We will not be held to any previously existing representations, terms, conditions or other information subsequently altered on the Website. We accept no responsibility for keeping the information and content on the Website up to date, nor do we accept any liability for any failure to do so.
- 3.5. The information appearing on the Website is for information purposes only and does not constitute advice. You should not rely on any such information or content to make (or refrain from making) any decision or take (or refrain from taking) any action.
- 3.6. Through the Website, we present User Content, advertorial content and information submitted and created by private and trade dealers and other third-parties. We exclude all liability for any illegality arising from or error, omission or inaccuracy in such User Content, other content and/or information.
- 3.7. We give no warranties, conditions, guarantees or representations, expressed or implied, as to:

- 3.7.1. the completeness or accuracy of User Content and any other information, content and/or advice that may be contained on the Website or any website to which it is linked;
- 3.7.2. the content of the advertisements (“Ads”) for Equipment appearing on the Website which includes, but is not limited to, User Content, the ownership, quality, authenticity of any photographs, compliance with description or fitness for purpose of any such Equipment;
- 3.7.3. the completeness of the results of any search conducted on the Website or that the Equipment revealed by such search is the only Equipment on our database which might meet the requirements of your search.

4. YOUR ACCOUNT

- 4.1. To protect the account information of our Website users or members, where applicable, EquipmentTrader may assign to each member either a unique username, password and/or a unique Ad ID number. These unique identifiers are disclosed to the user via email immediately upon becoming a member of this Website. Only members have the ability to modify their personal information and delete their Ads as needed.
- 4.2. If you become a member of this Website, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer, and you agree to and accept sole responsibility for any and all activities that occur under your account or password. You agree to notify us immediately of any unauthorized use of your account or password, or any other breach of security, of which you become aware. However, you may be held liable for losses incurred by us or any other user of, or visitor to, this Website which is due to someone else using your account or password. Please see our Privacy Policy for further information regarding your account or password. You agree that the information supplied by you in this regard will be truthful, accurate and complete in all respects.
- 4.3. You furthermore agree that you will not attempt to register in the name of any other individual or entity, nor will you adopt any username which we deem to be offensive. All information supplied by you as part of the registration process will be protected and used in accordance with the terms of our Privacy Policy.
- 4.4. In order to use this Website, you must be at least eighteen (18) years of age or older. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in the exercise of our sole discretion.

5. CONTRACTUAL ISSUES

- 5.1. We will not be bound to any allegations from you that a contract or legally binding arrangement has been entered into between you and us arising from communications addressed to us on the Website. We reserve the right to insist upon written contracts as and when we deem appropriate, in our sole and absolute discretion. As such, any User Content and/or other information contained on the Website cannot be regarded by you as an offer capable of acceptance resulting in a legally binding contract.
- 5.2. EquipmentTrader is not involved in the actual transaction arising from any User Content which includes, but is not limited to, buyers, sellers, users and/or advertisers. We do not guarantee the quality, safety or legality of the Ads and/or User Content for any Equipment advertised, the truth or accuracy of the Ads or User Content and/or the ability of sellers to sell Equipment or buyers to buy Equipment.

6. ADVERTISING

- 6.1. When posting Ads for Equipment and/or User Content, you are obliged to ensure that all information provided in your Ads and User Content is accurate, complete and complies with all applicable laws.

- 6.2. All Ads and User Content must comply with EquipmentTrader's advertising guidelines, which prohibit content that is illegal, misleading, defamatory, obscene or otherwise objectionable. EquipmentTrader reserves the right to reject or remove any Ad and/or User Content that, in its sole and absolute discretion, does not meet these Terms and standards.
- 6.3. By posting Ads and/or User Content, you grant EquipmentTrader a non-exclusive, worldwide, royalty-free, perpetual license to use, reproduce, modify and display the content of your Ads and/or User Content. To the fullest extent permitted by law, you shall at all times irrevocably and unconditionally indemnify and hold us harmless fully against all actions, suits, claims, demands, costs, charges, damages, losses and expenses (including legal expenses on an indemnity basis) suffered or incurred by us due to, or arising out of, the publication by us of any Ad and/or User Content for you in accordance with your instructions and/or specifications including (without limitation) any claim for defamation or the infringement of any third-party's intellectual property right.
- 6.4. Unless otherwise agreed in writing, prior to publication, all Ads must be fully paid for in full, free from set-off and/or deduction at the then specified advertising rates by us. We shall not be under any obligation to publish any Ad that has not been paid for in advance. Subject to receipt of payment and all information required, we aim to process and place Ads on the Website within the time period specified on order receipt.
- 6.5. All Ad payments are processed immediately, and all payments are final and non-refundable once the Ad appears on the Website, irrespective of whether the Ad appears for the full duration of the applicable advertising period. This policy accounts for administrative costs, processing fees and other expenditures incurred in the preparation and potential placement of the Ad and by making a payment, you irrevocably and unconditionally acknowledge and agree to this non-refundable policy under all circumstances which includes, but is not limited to, cancellation, withdrawal or failure to publish the Ad for any reason whatsoever.
- 6.6. As soon as an Ad has been approved, a confirmation email may be sent to you confirming that the Ad has gone live onto the Website. In the event that an Ad has been rejected, we will attempt to send an email to you providing details of who you need to contact in order to find out why your Ad has been rejected.
- 6.7. Any publication date/s provided at the time of order placement are to be considered a rough estimate only and may be subject to change, in our sole and absolute discretion. Factors that may influence adjustments to the estimated publication date include, but are not limited to, editorial considerations and unforeseen circumstances. As far as is reasonably practicable, specific publication dates cannot be guaranteed.
- 6.8. EquipmentTrader will determine the placement and positioning of Ads in its sole and absolute discretion. Specific Ad placement or positioning cannot be guaranteed unless expressly agreed upon in a separate written agreement.
- 6.9. You irrevocably and unconditionally acknowledge, agree and warrant that:
 - 6.9.1. all User Content uploaded by you to the Website and/or provided to us by you are complete, accurate, legal, non-defamatory, decent, honest, truthful and complies with all current relevant legislation;
 - 6.9.2. you are solely responsible for your Ad, its contents and User Content and that nothing in your Ad and/or User Content shall, *inter alia*: (a) be false, misleading, defamatory, harassing or threatening; (b) constitute unfair competition or unfair commercial practice; (c) violate any applicable law; and/or (d) infringe or misappropriate the intellectual property rights of any third-party;

- 6.9.3. you are solely responsible for the activities of any contractor, representative, or any of your agents or other persons acting on your behalf (e.g. third-party campaign management service) in connection with these Terms; and
- 6.9.4. the publication of the Ad and/or any User Content by us shall not: (a) breach any contract; (b) infringe any third-party intellectual property rights and/or any other rights; (c) render EquipmentTrader liable to or a party to any proceedings; and/or (d) be detrimental to the reputation of EquipmentTrader.
- 6.10. We may suspend or terminate with immediate effect, in our sole and absolute discretion, any user account, ad, User Content and/or our agreement with you in circumstances in which, *inter alia*:
 - 6.10.1. you breach or fail to comply, or we suspect that you are breaching or not complying, with the provisions contained herein; and/or
 - 6.10.2. any competent law enforcement or compliance authority instructs, advises or makes a recommendation or orders to us to take down any of your Ad and/or suspend the delivery of any services to you.

7. USE AT YOUR OWN RISK - LIABILITY

- 7.1. We provide the Website which includes, *inter alia*, all content, data, Ads, User Content and other information available through this Website (“**Content**”) for informational purposes only. You may use the Content of this Website solely for your personal and non-commercial use. Before you act on any such Content you have found on or purchase any Equipment or services available through this Website, you should independently confirm and verify any and all facts and circumstances that are important to your decision.
- 7.2. IF YOU RELY ON ANY CONTENT, EQUIPMENT OR SERVICE AVAILABLE THROUGH THIS WEBSITE, YOU EXPRESSLY IRREVOCABLY AND UNCONDITIONALLY ACKNOWLEDGE AND AGREE THAT YOU DO SO SOLELY AT YOUR OWN RISK AND ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS YOU MAY INCUR THAT RESULTS FROM YOUR USE OF OR RELIANCE ON ANY CONTENT, EQUIPMENT OR SERVICE. Without limiting the foregoing, with respect to any Ads and/or User Content included on or otherwise available through this Website, please note that we do not sell the advertised items directly and are not involved in any actual transaction between any seller and buyer. Further, we do not guarantee or insure any item advertised or the completion of any transaction or collect or process payment, act as an escrow service or transfer title, nor do we warehouse, store, ship or deliver any item that is advertised.
- 7.3. Consequently, the information and material displayed on the Website is provided without any guarantees, conditions or warranties as to accuracy. To the fullest extent permitted by law, EquipmentTrader and our directors, officers, employees, agents, representatives, contractors and third-parties connected to us hereby expressly exclude:
 - 7.3.1. all conditions, warranties and other terms which might otherwise be implied by statute;
 - 7.3.2. any liability for any direct, indirect or consequential loss or damage whatsoever, and howsoever, incurred by you in connection with:
 - 7.3.2.1. our failure to fulfil any of our obligations in terms hereof;
 - 7.3.2.2. the Website or resulting from the use, or the inability to use the Website;
 - 7.3.2.3. the search results obtained from the Website;

- 7.3.2.4. any websites linked to the Website and any material posted on it;
 - 7.3.2.5. all representations and warranties relating to the access to and use of the Website, whether they are statutory or otherwise, as far as is possible by law.
- 7.4. We will need to carry out routine maintenance and servicing of our servers and equipment from time to time. While we will seek to keep disruption to a minimum, we cannot guarantee that the Website will be continuously available online. We therefore provide the Website on an "as is" and "as available" basis.
- 7.5. We make no warranty that the Website (or websites which are linked to the Website) is free from computer viruses or any other malicious or impairing computer programs. It is your responsibility to ensure that you use appropriate virus checking software.
- 7.6. We are not liable for any failure to perform any of our obligations under these Terms caused by matters beyond our reasonable control.
- 7.7. We publish content on the Website and elsewhere from time to time containing marketing material, internal and/or external research findings, surveys, statistics and similar information on our business and area of trade, competitors and related parties for your edification. We shall not be held liable to honour, explain or compensate you or anyone else for any loss or prejudice which may arise from the publication of such information.

8. INTELLECTUAL PROPERTY

- 8.1. All rights, including copyright, in the content of the Website and the photographs of any Equipment displayed on the Website from time to time and all rights in our database of Equipment, are owned and/or controlled by us.
- 8.2. All intellectual property including trademarks, names and logos, whether registered or not, embodied in the Website content, are the proprietary marks of us. Marks identifying third-parties are owned or licensed by those third-parties or their associated companies. Nothing in these terms in any way confers on you any licence or right under any trademarks, names or logos.
- 8.3. Except as expressly permitted by these terms, you may not copy, reproduce, redistribute, download, republish, transmit, display, adapt, alter, create derivative works from or otherwise extract, by way of "scraping" or otherwise, or re-utilise any of the contents of the Website or authorise any person, or procure any other person to do so. In particular, you may not cache any of the contents for access by third-parties, nor mirror or frame any of the content of the Website, nor incorporate it into another website or authorise or procure any other person to do so, without our express written permission.
- 8.4. Any intellectual property embodied in the information provided by an advertiser and utilised on the Website is hereby assigned to us.

9. LINKS TO OTHER WEBSITES

This Website may provide links or references to third-party sites that we do not operate and/or that will allow you to leave this Website or open an additional browser connecting you to the third-party site. Any such links to third-party sites are provided merely as a convenience to the users of this Website, and such links do not imply endorsement by us of such other third-party sites or the content contained therein. We disclaim all liability with regard to your access to such linked websites and your use of and access to any other websites linked to this Website is at your own risk. Further, we have no responsibility for the content of such third-party sites and shall not be liable for any damages or injury arising from that content or your use, reliance on or access to

such third-party sites. For information about such other third-party websites, we encourage you to consult the specific terms of use and privacy policies of such other websites.

10. LINKS TO THE WEBSITE

You may establish a hypertext link to the home page of the Website, but not otherwise without our written consent, provided no implied endorsement or sponsorship of you is created thereby.

11. SECURITY

11.1. We reserve the right to institute criminal proceedings against you should you attempt to maliciously utilise the Website by gaining unauthorised access to any page on the Website, or by delivering or attempting to deliver any unauthorised or harmful code to the Website.

11.2. We have in place what we believe to be reasonable physical, electronic and managerial procedures to safeguard and help prevent unauthorized access of, maintain data security for and correctly use the information we collect online. However, while such reasonable efforts are made to ensure the confidentiality of your private and personal information available as a result of your use of this Website, we cannot and do not warrant or guarantee the absolute safety and security of confidential data on the Internet.

12. USE OF COMMUNICATIONS SERVICES

12.1. We may provide a variety of services on this Website through which you can directly interact with others, such as email services, blogging services, chat rooms, communications tools, forums and other public posting areas (“**Communications Services**”). (For purposes of these Terms, all references to this Website generally include all Communication Services available through this Website.). We cannot and do not review every post made in these Communications Services and/or in User Content. You may well read any given post before anyone on our staff does. You can expect these Communications Services to include, *inter alia*, information and opinions from a variety of individuals and organizations other than us. We do not endorse or guarantee the accuracy of any User Content, Communications Services and/or posts, regardless of whether same comes from a user, from a celebrity or “expert” guest or from a member of our staff. Furthermore, we are not responsible or liable for, and do not assume any responsibility in respect of, the views and opinions expressed. We encourage an open exchange of information and User Content, but we want everyone to be able to enjoy these Communications Services.

12.2. We do not, in the ordinary course of business, review private electronic messages that are not addressed to us. However, we reserve the right to do so, and to use any other forms of information available to us by virtue of your use of this Website, and any Communication Services (including, for example, reverse IP address inquiry) in order to comply with the law, to enforce these Terms or to protect the rights, property or safety of visitors to this Website and/or users of any Communications Services, our customers, the public or ourselves and our owners, affiliates, licensors or licensees. We reserve the right (but assume no obligation) to review the content of this Website, including blogs, message boards, chat rooms, listings, forums and other User Content posted to this Website or via any Communications Services to determine compliance with these Terms and any other rules established by us, and to satisfy any law, regulation or authorized government request. We shall have the right, in our sole discretion, to delete, move, refuse to post and/or edit any messages, listings, postings or other User Content that we consider unacceptable or inappropriate, whether for legal or other reasons.

12.3. By using this Website and/or any Communications Services, you agree not to post, submit or transmit to us through this Website or via any Communications Services any

User Content or other information that (i) violates or infringes in any way upon the rights of others, (ii) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, misleading, fraudulent or otherwise objectionable, (iii) encourages conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any law, or (iv) without our express prior approval, contains advertising or any solicitation with respect to products or services. The sender of any User Content to this Website or via any Communications Services or otherwise to us shall be solely responsible for the content and information contained therein, including its truthfulness and accuracy. By posting to this Website or via any Communications Services, or otherwise submitting User Content to us, you represent and warrant that you either own or otherwise control all rights necessary for you to provide, post, upload or submit such User Content. Without limiting the foregoing, you shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights or any other harm resulting from any User Content submitted by you to or through this Website or via any Communications Services. We reserve the right to deny access to this Website and/or any Communications Service to anyone who violates these Terms or who, in our judgment, interferes with the ability of others to enjoy this Website or Communication Services, or infringes the rights of others. We will comply with the requirements of the law regarding disclosure of any messages to others, including law enforcement agencies.

13. PERSONAL INFORMATION

- 13.1. You acknowledge and agree that:
 - 13.1.1. certain data (be it personal or otherwise) and information regarding yourself and/or your use of the Website (“**Data**”) may be processed by our offices;
 - 13.1.2. you hereby consent to the processing of such Data by ourselves;
 - 13.1.3. you hereby grant us a non-exclusive licence to process the Data, which includes, but is not limited to, collecting, copying, reproducing, storing, distributing, publishing, exporting, adapting, editing and translating the Data to the extent reasonably required for the performance of our obligations and the exercise of the our rights under these Terms, together with the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, to the extent reasonably required for the performance of our obligations and the exercise of our rights under these Terms;
 - 13.1.4. you shall ensure that you are entitled to transfer the relevant Data to EquipmentTrader so that we may lawfully use, process and transfer the Data in accordance with these Terms on your behalf; and
 - 13.1.5. you shall ensure that the relevant third-parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable Data protection legislation.
- 13.2. We will only process the Data in accordance with the terms of these Terms and any lawful instructions reasonably given by you from time to time.
- 13.3. If we process any Data on your behalf when performing our obligations under these Terms, you shall be the responsible party and we shall be the operator and in any such case.

14. VIOLATION OF THESE TERMS

- 14.1. We may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of this Website, or to identify, contact or bring legal action against you or anyone else who may be causing injury to, or interference with,

(either intentionally or unintentionally) our rights or property, or the rights or property of visitors to or users of this Website, including our customers. We reserve the right, at all times, to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when we determine that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

- 14.2. You acknowledge and agree that we may preserve and store any communication by you with us through this Website or any service offered on or through this Website and may also disclose such data if required to do so by law or if we determine that such disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce these Terms, (iii) respond to claims that any such data violates the rights of others, or (iv) protect the rights, property or personal safety of ourselves and/or our owners, affiliates, employees, users of or visitors to this Website or the public.
- 14.3. Without limiting any other provision of these Terms, you agree that we may, in our sole discretion and without prior notice, terminate your access to this Website and/or block your future access to this Website if we determine that you have violated these Terms or other agreements or guidelines which may be associated with your use of this Website including, but not limited to, our Privacy Policy. You also agree that any violation by you of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate, and you consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

15. PRIVACY

Please refer to our Privacy Policy for further information.

16. DISCLAIMER OF WARRANTIES

- 16.1. To the fullest extent permitted by law, YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY ACKNOWLEDGE AND AGREE THAT THIS WEBSITE AND ALL INFORMATION, EQUIPMENT OR SERVICES AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED BY US ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THAT YOUR USE OF THIS WEBSITE AND ALL INFORMATION, EQUIPMENT OR SERVICES AVAILABLE THROUGH THIS WEBSITE, IS ENTIRELY AT YOUR OWN RISK. You understand that there may be delays, omissions, interruptions, inaccuracies and/or other problems with the information, products and services available through, published on or promoted over this Website, including information, products and services referred to, advertised or promoted on or sold through this Website. Neither ourselves, nor our owners, employees, affiliates, licensors or licensees warrant that this Website will be uninterrupted or error free; nor do we, or they, make any warranty as to the results that may be obtained from use of this Website or as to the accuracy, reliability or completeness of content or any information, product or service provided or made available through this Website.
- 16.2. To the fullest extent permitted by law, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EQUIPMENTTRADER AND OUR OWNERS, AFFILIATES, LICENSORS AND LICENSEES SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

17. LIMITATION OF LIABILITY

To the fullest extent permitted by law, EQUIPMENTTRADER AND ITS OWNERS, AFFILIATES, LICENSORS OR LICENSEES SHALL NOT HAVE ANY LIABILITY FOR ANY ERRORS, INACCURACIES, OMISSIONS OR OTHER DEFECTS IN THE INFORMATION CONTAINED WITHIN THIS WEBSITE. IN NO EVENT SHALL EQUIPMENTTRADER AND OUR OWNERS, AFFILIATES, LICENSORS OR LICENSEES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES, OTHER THAN DIRECT DAMAGES, ARISING OUT OF YOUR ACCESS TO OR USE OF, OR INABILITY TO USE, THIS WEBSITE OR ANY INFORMATION, PRODUCTS OR SERVICES AVAILABLE THROUGH THIS WEBSITE, OR OUR USE OF ANY USER CONTENT THAT YOU POST OR SUBMIT TO US. IN ADDITION TO, AND NOT IN LIMITATION OF THE FOREGOING LIMITATION OF LIABILITY, IN NO EVENT SHALL EQUIPMENTTRADER OR OUR OWNERS, AFFILIATES, LICENSORS OR LICENSEES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR DATA), EVEN IF WE OR ANY SUCH OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. RELEASE AND INDEMNITY

To the fullest extent permitted by law, you hereby release and agree to indemnify, defend and hold harmless EquipmentTrader and our owners, directors, employees, agents, representatives, affiliates, licensors and licensees from and against any and all claims, costs, demands, losses, damages and expenses, including, without limitation, attorney's fees, arising from or relating to: (i) your breach of these Terms or any matter for which you are responsible or liable under the terms of these Terms; (ii) third-party claims with respect to our use of any User Content that you have posted on this Website or submitted to us, including, but not limited to, infringement of copyright, trademark, trade secret, patent, proprietary rights or any other claims; or (iii) any dispute between you and any third-party, including, without limitation, any other user, any advertiser or any party to any actual, prospective or terminated sale or transaction.

19. GENERAL

19.1. We reserve the right to assign or subcontract any or all of our rights and obligations under these terms to a third-party.

19.2. Use of this Website by you for spamming is strictly prohibited. By using this Website, you agree not to use information concerning other users of this Website, or any items such users have listed or searched for on this Website (including listing information, usernames, email addresses, telephone numbers and/or other information), for any purpose that is not expressly permitted by these Terms. You may not post information directed to or collect personal information from any minor.

19.3. These Terms are governed by the laws of South Africa. You hereby consent to the exclusive jurisdiction for all disputes arising out of or relating to these Terms, your use of this Website or the information, products or services available through this Website, or our use of any User Content that you have posted on this Website or submitted to us. Use of this Website or the information, products or services available through this Website is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and EquipmentTrader as a result of these Terms, or your use of this Website or the information, products or services available through this Website.

- 19.4. If any of the provisions of these Terms is held to be invalid or unenforceable, it shall not affect the enforceability of any of the remaining provisions.
- 19.5. You agree that all notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- 19.6. You shall use this Website and the information, products and services available through this Website for lawful purposes only. Any conduct by you that in our judgment and discretion restricts or inhibits any other person from using or enjoying this Website or the information, products or services available through this Website will not be permitted.
- 19.7. You agree that any and all causes of action arising out of or relating to this Website or the information, products or services available through this Website shall be resolved individually, without resort to any form of class action.
- 19.8. If, for any reason, a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, all other terms and conditions shall remain in full force and effect.
- 19.9. Failure by EquipmentTrader to enforce any provision of these Terms will not be deemed a waiver of future enforcement of that or any other provision of these Terms.
- 19.10. These Terms, together with our Privacy Policy, constitute the entire agreement between the parties regarding the subject matter hereof. You also may be subject to additional terms and conditions that apply when you use or purchase certain other products or services from EquipmentTrader.

20. ECTA: DISCLOSURES

- 20.1. To the extent that access to this Website is, or may be deemed to be, classified as a form of “electronic transaction” in terms of Electronic Communications and Transactions Act 25 of 2002 (“ECTA”) and consequently, you are entitled to the below mentioned disclosures in terms of Chapter 7 of ECTA:
 - 20.1.1. **Our full name and legal status:** Stator Industrial Investments (Pty) Ltd t/a EquipmentTrader
 - 20.1.2. **Registration number:** 2017/238412/07
 - 20.1.3. **Street address:** 85 Lancaster Street, Craighall Park, Gauteng.
 - 20.1.4. **Physical address for receipt of legal service:** 85 Lancaster Street, Craighall Park, Gauteng.
 - 20.1.5. **Main Business:** Online classifieds for buyers and sellers of manufacturing equipment.
 - 20.1.6. **Website address:** <https://www.equipmenttrader.co.za>
 - 20.1.7. **Official email address:** info@equipmenttrader.co.za
 - 20.1.8. **Governing terms of use:** These Terms including our Privacy Policy.
 - 20.1.9. **Manual in terms of the Promotion of Access to Information Act 2 of 2000:** See Website.
 - 20.1.10. **Management:** The executive committee of EquipmentTrader
 - 20.1.11. **Costs associated with the access to and use of the service:** No cost associated with accessing the service.
 - 20.1.12. **Dispute resolution:** No specific dispute resolution process.

20.1.13. **Complaints process:** If you have any complaints or would like more information, please e-mail customer service.

ADVERTISING TERMS & CONDITIONS

These terms and conditions govern the placement and display of advertisements by you and third-parties ("Advertisers") on Stator Industrial Investments (Pty) Ltd t/a EquipmentTrader and/or our applicable business divisions and/or affiliates (collectively "EquipmentTrader", "us", "our" or "we") website ("Website"). By submitting an application and/or placing an advertisement on the Website, directly or indirectly, Advertisers agree and will be automatically deemed to have agreed, to have read, understood, accepted and agreed to be bound by these terms ("Terms").

1. ADVERTISING

- 1.1. An advertisement ("ad/s") encompasses a broad range of advertising and marketing activities and materials on the Website and includes, but not limited to, any content an Advertiser submits for inclusion in banner ads displayed in designated ad spaces on the Website, text, images, videos, audio clips and links which Advertisers provide, submit or display in their ad campaigns on the Website. It is understood that ads are distinct from personal information provided during account setup or transactional processes, except where such personal information is intentionally included by the Advertiser in their ad content for public display.
- 1.2. All ads on the Website must be professional, compliant with all applicable laws and strictly adherent of ethical advertising standards. You are expressly prohibited from using spam or other disreputable marketing methods on the Website.
- 1.3. All ads must at all times comply with EquipmentTrader's advertising guidelines, which prohibit content that is illegal, offensive or promotes discrimination. EquipmentTrader reserves the right, in its sole and absolute discretion, to reject or remove any ad that does not comply with and/or meet these Terms. Advertisers must submit their ads for approval before they will be displayed on the Website.

2. PROCESSING ADVERTISEMENTS

- 2.1. Subject to receipt of payment and all information required, we aim to process and place ads on the Website within the time period specified on order receipt or as soon thereafter as possible.
- 2.2. Subject to these Terms, ads will be displayed for the duration agreed upon at the time of purchase. Advertisers wishing to renew or extend their ad campaigns must do so in writing before the current campaign expires. EquipmentTrader does not guarantee the availability of ad space for renewals or extensions and/or the date on which the ad will be posted.
- 2.3. Unless otherwise agreed in writing, EquipmentTrader will determine the placement and positioning of ads in its sole and absolute discretion, and where applicable, taking into account the Advertiser's preferences where feasible. Specific ad placement or positioning cannot be guaranteed unless expressly agreed upon in a separate written agreement.
- 2.4. Any publication date/s provided at the time of ad order placement are to be considered a rough estimate only and may be subject to change, in our sole and absolute discretion. Factors that may influence adjustments to the estimated publication date include, but are not limited to, delays in receipt of payment and required information, production delays, editorial considerations and unforeseen circumstances. As far as is reasonably practicable, EquipmentTrader will make every reasonable effort to inform Advertisers of any changes to the estimated publication date. Specific publication dates cannot be guaranteed unless expressly agreed upon in a separate written agreement.

3. PAYMENT

- 3.1. Advertising rates are determined based on ad size, positioning and duration of the ad campaign.

- 3.2. We shall have the right to change our advertising rates at any time, but changes will not affect ads already paid for. Such revised advertising rates shall apply to any ad placed with us after publication of the revised advertising rates.
- 3.3. Unless otherwise agreed in writing, prior to publication, all ads must be fully paid for in full, free from set-off and/or deduction at the then specified advertising rates by us. We shall not be under any obligation to publish any ad that has not been paid for in advance.

4. WARRANTIES

- 4.1. You irrevocably and unconditionally acknowledge, agree and warrant that:
 - 4.1.1. all ads and their contents provided by you to us are complete, accurate, legal, non-defamatory, decent, honest and truthful and complies with the South African Code of Advertising Practice ,as well as all current relevant legislation;
 - 4.1.2. you are solely responsible and liable for your ads and their contents and that nothing in same shall: (a) be false, misleading, defamatory, harassing, or threatening; (b) constitute unfair competition or unfair commercial practice; (c) violate any applicable law; and/or (d) infringe or misappropriate the intellectual property rights of any third-party;
 - 4.1.3. you are solely responsible and liable for the activities of any contractor, representative, or any of your agents or other persons acting on your behalf (e.g. third-party campaign management service) in connection with these Terms; and
 - 4.1.4. the publication of the ad by us will not breach any contract, infringe any third-party intellectual property rights or any other rights, nor render EquipmentTrader party to any proceedings and/or be detrimental to the reputation of EquipmentTrader.
- 4.2. We may suspend or terminate, in our sole and absolute discretion, with immediate effect, any ad and/or our agreement with you in circumstances where:
 - 4.2.1. you breach or fail to comply or we suspect that you are breaching or not complying with the provisions contained herein; and/or
 - 4.2.2. any competent law enforcement or compliance authority instructs, advises or makes a recommendation or orders to us to take down any of your ad and/or suspend the delivery of services to you.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Advertisers retain ownership of all content (including, but not limited to, images, trademarks, brand features, etc.) contained in their ads. However, by placing an ad on the Website, Advertisers irrevocably and unconditionally grant EquipmentTrader a non-exclusive, non-transferable, limited, worldwide, royalty-free license to display the ad content on the Website. Advertisers warrant that they have the legal right to use all content in their ads and that their ads do not infringe on the intellectual property rights of third-parties.
- 5.2. You shall at all times irrevocably and unconditionally indemnify and hold us harmless fully against all actions, suits, claims, demands, costs, charges, damages, losses and expenses (including legal expenses on an indemnity basis) suffered or incurred by us due to, or arising out of, the publication by us of any ad for you in accordance with your instructions and/or specifications including (without limitation) any claim for defamation or the infringement of any third-party's intellectual property rights.

6. OUR RIGHTS AND OBLIGATIONS

- 6.1. The Website services are provided with reasonable care and skill in a professional and timely manner, and the ad must be designed in accordance with the agreed specifications.
- 6.2. Where your ad is to appear on the Website, you acknowledge and accept that it is technically impossible to guarantee that the Website will continuously be available online, or the corruption-free or error-free transfer of the ad to the Website.
- 6.3. We do not monitor or control and shall not be responsible for the content of your ad. Accordingly, you shall be responsible for any losses, expenses or other costs incurred by us as a result of an untrue statement or inaccurate content, information, photograph or video.
- 6.4. We reserve the right to refuse publication of an ad without giving any reason. Further, it is within our sole and absolute discretion to classify, edit, suspend and/or delete any ad. Where possible, we will attempt to inform you of any such changes.
- 6.5. We may at any time vary the technical specifications of the Website (or any part thereof) for operational reasons.
- 6.6. We may, at any time, remove any or all of your ads, material, statements, photograph/s and/or other content appearing in the ad which, in our opinion and sole and absolute discretion, is or maybe unlawful and/or constitutes a breach of these Terms.
- 6.7. In the event that we do not accept an ad, we will, if possible, inform you accordingly.
- 6.8. From time to time, we will need to carry out maintenance on our equipment and systems, and we shall use our reasonable endeavours to ensure that in so doing, and to the extent possible, minimum disruption to the advertising is caused.

7. MEDIA FILES AND PHOTOGRAPHS

- 7.1. Ads which includes, *inter alia*, any media files, photographs and/or any other content may, in our sole and absolute discretion, be checked by us to ensure that such content meets the requirements as set out in these Terms.
- 7.2. If your ad and/or its contents includes, *inter alia*, infringing material and amongst others contains nudity, profanity, pornography, drug use, violence, attacks on individuals or groups (including sexist, racist, defamatory or homophobic material), obscene material, copyright protected material including music or radio audio, material that could be considered dangerous or encourage others to be dangerous, we reserve the right, in our sole and absolute discretion, to immediately and without notice remove it from the Website.

8. CANCELLATION AND REFUNDS

All ad payments are processed immediately, and all payments are final and non-refundable once the ad appears on the Website, irrespective of whether the ad appears for the full duration of the applicable advertising period. This policy accounts for administrative costs, processing fees and other expenditures incurred in the preparation and potential placement of the ad. Unless otherwise agreed in writing, by making a payment, you irrevocably and unconditionally acknowledge and agree to this non-refundable policy under all circumstances which includes, but is not limited to, cancellation, withdrawal or failure to publish the ad for any reason whatsoever.

9. LIABILITY

- 9.1. We shall not be liable to you for any:
 - 9.1.1. consequential, indirect or special loss or damage;
 - 9.1.2. loss of goodwill or reputation;

- 9.1.3. loss of business and/or opportunity;
- 9.1.4. loss of profits;
- 9.1.5. loss of revenue; and/or
- 9.1.6. economic and/or other similar losses; and in each case, such liability is excluded whether it is foreseeable, known, foreseen or otherwise, and whether such losses are direct, indirect, consequential or otherwise;

arising out of or in connection with the display or performance of Advertiser's ads; arising out of, or in connection with, any total or partial failure to publish an ad on the Website; loss of copy, artwork, photographs or other material; in contract, delict (including, without limitation, negligence), statutory duty or otherwise, arising out of or in connection with your agreement with us.

- 9.2. Our total liability to you in contract, delict (including, without limitation, negligence), statutory duty or otherwise (unless otherwise excluded) shall not exceed the advertising rates paid by you for the relevant ad in the timeframe during which the event, giving rise to the liability, occurred.
- 9.3. In the event of any error or omission in an ad resulting from our negligence, we may, at our sole discretion, either amend the relevant part of the ad, refund you or adjust the advertising rates. No refund, amendment or adjustment to the advertising rates will be made where, in our sole opinion, the error, misprint or omission does not materially detract from the ad or where it arises as a result of incorrect or inadequate information provided by you.
- 9.4. We shall not be liable to you for any delay in performing and/or any failure to perform our obligations if the delay or failure is due to any cause beyond our reasonable control (including, without limitation, any act of God, strike, infrastructure failure, fire, or power failure).
- 9.5. Advertisers irrevocably and unconditionally agree to indemnify and hold EquipmentTrader harmless from any claims, damages or expenses arising from the content of their ads and/or their breach of these Terms.
- 9.6. To the fullest extent permitted by law, you shall at all times irrevocably and unconditionally indemnify and hold harmless EquipmentTrader and our members, directors, officers, employees, representatives and agents fully against all actions, suits, claims, demands, costs, charges, damages, losses and expenses (including legal expenses on an indemnity basis) suffered or incurred by us due to, or arising out of, the publication by us of any ad for you in accordance with your instructions and/or specifications including (without limitation) any claim for defamation or the infringement of any third-party's intellectual property right.

10. NON-TRANSFERABLE

You may not cede, delegate, assign and/or transfer any or all of your rights and/or obligations arising from these Terms without our prior written consent.

11. DATA PROTECTION

Please refer to our Privacy Policy for further information.

12. GENERAL

- 12.1. These Terms and any order form (where relevant) contain the entire agreement between us and you and supersede all prior agreements.
- 12.2. If any provision of these Terms is deemed by a competent authority to be invalid, unlawful or otherwise unenforceable, then such provision shall be severed from the remaining

Terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

- 12.3. We reserve the right to assign or sub-contract these Terms and any of our rights and/or obligations to a third-party.
- 12.4. We reserve the right to modify these Terms from time to time, and any such modifications shall be effective immediately from the time you are notified thereof. Display of the modified Terms on the Website shall be deemed to be notice to you of such modifications. You agree to review the Terms regularly to ensure that you are aware of any modifications.
- 12.5. The agreement which incorporates these Terms shall be governed by and construed in accordance with South African Law, and the parties irrevocably submit to the exclusive jurisdiction of the South African Courts.