

TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE AEROMARINE WEBSITE OR ANY PART THEREOF IN TERMS OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MUST LEAVE THE AEROMARINE WEBSITE NOW.

DEFINITIONS AND INTERPRETATION

- a) "User" means any person who enters or uses the Aeromarine website.
- b) References herein to the singular includes the plural and vice versa.

1. GENERAL

The Aeromarine website provides information dealing with Compliance & Management and other services.

2. ALLOWED USE AND LICENSE

- 2.1. Aeromarine allows the User to view, download and print the content of website, provided that such content is used for personal, educational and/or non-commercial purposes only.
- 2.2. Content from the website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Aeromarine.
- 2.3. If any User uses content from the website in breach of the provisions detailed herein:
 - 2.3.1. Aeromarine reserves the right to claim damages from the User.
 - 2.3.2. Aeromarine reserves the right to institute criminal proceedings against the User.
 - 2.3.3. Aeromarine shall not be liable, in any manner whatsoever, for and the User indemnifies Aeromarine against any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- 2.4. Links to other websites are provided for information purposes only.
- 2.5. Users may quote small and reasonable amounts of content available from the website only if such quote is placed in inverted commas and acknowledged.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. All intellectual property on the website, including but not limited to logo, content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to Aeromarine and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the website are expressly reserved.

4. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content, software and content downloads available from the website is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Aeromarine has the duty to disclose the following information:

- 4.1. The full name and legal status of the website owner: Aeromarine Freight Services
- 4.2. Street address: 17 Ennisdale Drive, Durban North, Durban.
- 4.3. Postal address: 17 Ennisdale Drive, Durban North, Durban.
- 4.4. Physical address for receipt of legal service: – 17 Ennisdale Drive, Durban North, Durban.
- 4.5. Main business: Forwarding and Clearing Agents.
- 4.6. Website address of the Aeromarine website is: <http://www.Aeromarine.co.za/>
- 4.7. Official e-mail addresses of the website is: info@Aeromarine.co.za.

Complaints: Lodge complaints to: info@Aeromarine.co.za

5. CHANGES AND AMENDMENTS

Aeromarine reserves the right to change the Terms and Conditions at any time.

6. PRIVACY

All reasonable steps will be taken to protect the personal information of Users.

7. SECURITY

All reasonable steps will be taken to secure the content of the website.

8. DISCLAIMER AND LIMITATION OF LIABILITY

8.1. Subject to the provisions of the ECT Act and as far as allowed by law, Aeromarine (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:-

- 8.1.1. access to the website;
- 8.1.2. content available on the website;

8.1.3. any other reason not directly related to Aeromarine's gross negligence.

9. REMOVAL AND/OR CORRECTION OF CONTENT

We encourage Users to report inaccurate and/or harmful content available on our website and we undertake to correct and/or remove such content or any part thereof.

10. ENTIRE AGREEMENT AND SEVERABILITY

10.1. The terms and conditions constitute the entire agreement between Aeromarine and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Aeromarine from the User.

11. APPLICABLE AND GOVERNING LAW

The website is governed by South African law and enforced by the South African courts.

12. LEGAL COSTS

Aeromarine shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

Please read these Terms and Conditions in conjunction with our Privacy Policy and Disclaimer.