



## TERMS AND CONDITIONS

1. Use of this website and services provided via [www.fudlink-africa.com](http://www.fudlink-africa.com), related mobile-sites and software applications (the “**Website**”) is provided and operated by Fudlink Agricultural Technology Close Corporation, Windhoek, Namibia (“**Fudlink**”, “**we**”, “**us**” or “**our**”).
2. These Website Terms and Conditions, including policies (“**Terms and Conditions**”) outline the use of our website, and govern the marketing, sale, buying, and delivery of products, and the use of services.
3. These Terms and Conditions are binding and enforceable against every natural person or juristic person (“**you**”, “**your**” or “**user**”) that accesses or uses this Website, including without limitation each user who registers as contemplated below (“**registered user**”).
4. By using the Website and by clicking on the “Register Now” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
5. Should there be any provision in these Terms and Conditions that you do not understand, it is your responsibility to request Fudlink to explain it to you before you accept the Terms and Conditions or continue using the Website.
6. Unless otherwise specified, your acceptance of these Terms and Conditions and our Privacy Policy shall be indicated by your use of and/or registration with this Website. Please read these Terms carefully and immediately cease using our Site if you do not agree to them. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally.

7. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation created for either you or Fudlink in terms of the applicable legislation.
8. The Website enables buyers to purchase a wide range of organic products online, including but not limited to, fruits, vegetables, grains, poultry products, meat products, fish products, indigenous food products, livestock, animal feed, and more (**"Products"**).
9. Fudlink allows Third-party sellers and logistic service providers to list and sell their products and services on the Website (each a **"Third Party Seller "**). Fudlink will indicate on the relevant product page and checkout page when products are for sale by a Third-Party Seller. Certain terms in these Terms and Conditions only apply to purchases from Third Party Sellers. This will be made clear in the relevant clause.
10. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which –
  - a) may limit the risk or liability of Fudlink or a third party; and/or
  - b) may create risk or liability for the user; and/or
  - c) may compel the user to indemnify Fudlink or a third party; and/or
  - d) serves as an acknowledgement, by the user, of a fact.

#### **Returns–**

- a) Please refer to our Returns Policy for more information about returning products (and related refunds, replacements or repairs). The Returns Policy is incorporated by reference (which means that it forms part of these Terms and Conditions).

#### **Registration and use of the website–**

- a) Only registered users may order Products and Services on the Website.
- b) To register as a user, you must provide a unique username and password, as well as provide the requested information and personal details to Fudlink.

You will need to use your unique username and password to login as a user on the Website in order to purchase products and services.

- c) You agree and warrant that your username and password shall:
  - i. be used for personal use only; and
  - ii. not be disclosed by you to any third party.
- d) For security purposes you agree to enter the correct username and password whenever ordering products, failing which you will be denied access.
- e) You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.
- f) You agree to notify Fudlink immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
- g) By using the Website, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

#### **Availability of Product/Service and Conclusion of Transaction**

- a) Registered users may place orders for Products and Services, which Fudlink or the Third-Party Seller may accept or reject. Whether or not Fudlink or the Third-Party Seller accepts an order depends on the availability of Products, correctness of the information relating to the Products (including without limitation the price) and receipt of payment or payment authorisation by Fudlink for the Products.
- b) NOTE: The Third-Party Seller will indicate the acceptance of your order by delivering the Products to you or allowing you to collect them, and only at

that point will an agreement of sale between you and the Third-Party Seller come into effect (the “Sale”). This is regardless of any communication from Fudlink stating that your order or payment has been confirmed. Fudlink will indicate the rejection of your order by (Fudlink or the Third-Party Seller) cancelling it, thereafter refunding you for any amount already paid, as soon as reasonably possible.

- c) Prior to delivery or your collection of the products, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice.
- d) Upon delivery or your collection of the products, you may return the products only in accordance with the [Returns Policy](#).
- e) Placing products in the “Wish list” or shopping basket without completing the purchase cycle does not constitute an order for such products, and as such, products may be removed from the shopping basket if the products are no longer available, or the price thereof has changed in the interim. You shall not hold Fudlink or the Third-Party Seller liable if such products are not available or are not available at the price displayed upon initially completing or in the processes to complete the purchase cycle at a later stage.
- f) You acknowledge that the availability of all products on offer may be limited, and that the pricing thereof may change at any time without notice to you.
- g) Where products are directly for sale by Fudlink, we shall take all reasonable efforts to monitor the products availability in order to ensure that in the event products are no longer available, such product offers are discontinued. However, we cannot guarantee the availability of products on offer. When products are no longer available once you have placed an order, Fudlink will notify you thereof and you will be entitled to a refund of any payment made for such products, subject to applicable fees charged for logistics services provided where applicable.
- h) Where products are for sale by a Third-Party Seller, Fudlink relies on inventory information supplied by the relevant Third-Party Seller. Fudlink bears no liability for any inaccuracies in the information supplied on the Website by the Third-Party Seller. Where you order any products from a Third-Party Seller which are not available, any resulting dispute should be resolved between you and the relevant Third-Party Seller, in terms of your

respective rights and obligations being as set out in these Terms and Conditions.

### **Payment**

- a) We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
- b) Whether the Products are for sale by Fudlink or a Third-Party Seller, payment may be made for products via the following methods (depending on its availability and/or your eligibility to use such a method) –
  - i. debit card: where payment is made by debit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the purchase amounts. If we do not receive authorisation your order for the products will be cancelled. You warrant that you are fully authorised to use the debit card supplied for purposes of paying the products. You hereby warrant that your debit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;
  - ii. credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the products will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the products. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;
  - iii. direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. Fudlink will not accept your order if payment has not been received;
  - iv. Instant EFT;
  - v. Pay today;

- vi. PayPal;
- vii. Fudlink Vouchers;
- c. You may contact us via our **help page** to obtain a full record of your payment. We will also send you email communications about your order and payment.
- d. Once you have selected your payment method (save for cash on delivery or direct bank deposit), you will be directed to a link to a secure site for payment of the applicable purchase price for the products.

### **Delivery of Products**

- a. Fudlink offers 2 (two) methods of delivery of products. You may elect delivery via:
  - i. Logistics Service Providers; or
  - ii. Logistics Service Partners
- b. The delivery charges are subject to change at any time, without prior notice to you. You will be able to view the applicable delivery charges in your cart at the time of check out.
- c. When your order is authorised, Fudlink or the selected Logistics Service Provider/Partner will deliver the products to you as soon as reasonably possible, but no later than 7 (seven) days of receipt of your payment (“Delivery Period”). We will notify you if we are unable to deliver the products within the prescribed Delivery Period. You may then, within 7 (seven) days of receiving such notification, elect whether or not to cancel your order for the products. If you elect to cancel your order, we will reimburse you for the purchase price of the products.
- d. Fudlink’s obligation to facilitate the logistics to deliver a product to you is fulfilled when the logistic Service Provider/Partner delivers the product to the physical address nominated by you for delivery of the order. Fudlink is not responsible for any loss or unauthorised use of a product, after the product has been delivered to the physical address nominated by you.

### **Errors**

- a. We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of produce on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save — in the case of any incorrect purchase price — to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.
- b. Fudlink shall not be liable for any incorrect information regarding the products displayed on any Third-Party-Seller profile on our website.

### **Gift Vouchers & Coupons**

- a. Fudlink may from time to time make physical or electronic gift vouchers ("Gift Vouchers") and promotional coupons or discounts ("Coupons") available for use on the Website towards the purchase of Fudlink products. Gift Vouchers and Coupons can only be redeemed while they are valid, and their expiry dates cannot be extended.
- b. Gift Vouchers that are purchased by registered users are valid according to the terms and conditions stipulated at the time of purchase. Gift Vouchers that Fudlink gives away for free are valid for the period stated thereon. In each case, if your Voucher has not been used within the prescribed period shall expire.
- c. Gift Vouchers may not be used to buy other Gift Vouchers or Coupons. They do not accrue interest and are not refundable for cash once purchased or otherwise obtained. If your Gift Voucher value is less than the amount required to cover the full order you wish to place, you may pay the difference via one of our provided payment methods.
- d. Fudlink is not liable for any harm caused due to the loss, unauthorised use, or unauthorised distribution of a Gift Voucher, after it has delivered the Gift Voucher to you or the email address nominated by you.
- e. There are two types of Coupons; a Coupon with a fixed amount of a discount, e.g. N\$100 off ("**Fixed Coupon**"), and a Coupon with a percentage discount, e.g. 10% off ("**Percentage Coupon**").
- f. Coupons are issued in Fudlink's sole discretion, and we are entitled at any time to correct, cancel or reject a Coupon for any reason (including without limitation where a Coupon has been distributed in an unauthorised manner).

- g. Users do not have a right to Coupons, and Coupons cannot be earned. Coupons are issued under specific terms and conditions regulating when and how they may be used.
- h. As a general rule, and unless specified otherwise on the specific Coupon itself:
  - i. each Coupon can only be used once;
  - ii. only one Coupon can be used per order;
  - iii. only one Coupon can be used on the Website per person per promotion/campaign;
  - iv. Percentage Coupons may only be redeemed on purchases with a total cart value of less than N\$1000;
  - v. where a Percentage Coupon has been used and you wish to cancel any items in the order prior to making payment, the entire order must be cancelled. You will be issued with a new Percentage Coupon and will need to place the order again, without the item that you wished to cancel;
  - vi. a Coupon must be used at check-out – it cannot be used later on existing orders; and
  - vii. the value of the Coupon will be set off against the value of your shopping basket and the balance remaining, if any, will be payable by you.
    - i. Coupons may not be used to buy Gift Vouchers or other Coupons and may not be exchanged or refunded for cash or credit. Fudlink is not responsible for any harm due to the loss, unauthorised use or distribution of a Coupon.
    - j. If for any reason a Coupon does not reflect on the final amount due at check-out, you can contact us [here](#) to confirm if the Coupon is still valid. Once Fudlink confirms that the Coupon is still valid and you have already placed your order, you can choose whether to cancel the order and place it again with the Coupon, or you can use the Coupon on your next order within the limitations of the specific Coupon's terms and conditions.
    - k. You may be required to submit the original communication containing the Coupon code, and any other information reasonably requested by Fudlink, before you are able to use a Coupon.

### **Daily Deals and other discounted Products**



- a. From time to time, we may offer certain Products at a discounted price as part of a Daily Deal, App Only Deal, Bundle Deal or any other temporary deal, as explained below (each a “Deal”). These will be subject to certain conditions (as set out in these Terms and/or the Website), which define the scope of the Deal.
- b. If you buy a product within the scope of a Deal, you will pay the discounted price for that product (the “Deal Price”). However, if you buy a product in a manner that falls outside of the scope of a Deal, then you will pay the applicable standard (non–Deal) selling price on the Website (the “Normal Price”), for each product that falls outside the scope of the Deal. For example: if you buy more than one product in a Daily Deal, you will pay the Deal Price for the first product, but the Normal Price for all products thereafter. Alternatively, if you buy a product in combination with any other products that together do not constitute a Bundle Deal, you will pay the Normal Price for all such products falling outside the scope of the relevant Deal.
- c. At our discretion, Daily Deals (“Deals”) are available daily from 7am – 23:59pm on weekdays and from 9am – 23:59pm on weekends. Daily Deals have a stock limit and may expire due to product unavailability.
- d. Daily Deals quantities are limited and as such, after a Daily Deal is sold out, those products may be available on the Website at their normal selling prices (but no longer as a Daily Deal).
- e. We do not guarantee a specific saving. The extent of the Daily Deal or discount is at the sole discretion of Fudlink.
- f. A Daily Deal may be purchased per customer, limited to your first order daily.
- g. Adding a Daily Deal to your cart or completing your order for a Daily Deal without paying for it, does not reserve the item for you. Fudlink must receive payment from you within 24 hours of you placing your order for a Daily Deal, otherwise, failing which we will cancel your order.
- h. Fudlink will reserve stock for customers in the order for which it receives payment promptly. Therefore, if you pay via EFT, you are not guaranteed to receive the product due to payment only being received outside the prescribed time period.

- i. The List Price shown in respect of Daily Deals and other discounted products is the recommended retail price suggested to us by the producer of the relevant product. Where the producer has not provided a recommended retail price, an estimate may be provided. Where a product is offered for sale by a Third-Party Seller, the List Price may be provided by the Third-Party Seller.
- j. By purchasing any Daily Deal, you are also automatically opting in for our Daily Deals daily newsletter as well as our general newsletter (you may opt-out of these newsletters at any time). Opting out of these newsletters after purchase will not affect the value of the products purchased.

### **App Only Deals**

- a. We also have Daily Deals (called “**App Only Deals**”) which will only be available for purchase using the Fudlink software application (“App”), although they may also be displayed on the Fudlink website and mobi-site. The App can be downloaded on IOS and Android devices. In addition to the above Daily Deal Terms and Conditions, the following terms apply to App Only Deals:
  - i. App Only Deals are only available for purchase using the App and their prices may differ from the normal selling prices as available on the website or mobi-site.
  - ii. You will only receive the App Only Deal price if you pay for your order using the App, before the App Only Deal has expired or sells out. You will not receive the App Only Deal price if you pay for your order using the website or mobi-site, or if you don’t pay for your order before the App Only Deal has expired or has sold out.

### **Bundle Deals**

- a. Third-Party-Sellers may from time to time offer bundle deals for sale under the Bundle Deals tab on the Website (“**Bundle Deals**”). Each Bundle Deal will consist of two or more products that either we or you (as provided on the Website) have combined together in a single bundle.
- b. Any saving or discount resulting from purchasing a Bundle Deal instead of its component products separately may be applied to any of the component

products individually at our sole discretion. The actual purchase price (after applying any applicable saving or discount) of each component product will be communicated to you upon checkout and reflected in your order history. This is relevant to the amount that would be refunded to you, if you were to return any product in a Bundle Deal for a refund, in accordance with our Returns Policy.

- c. A Bundle Deal should be distinguished from a pre-packed bundle compiled by a supplier and supplied to us as a single unit (“**Pre-packed Bundles**”). Any saving or discount in respect of a Pre-packed Bundle will be applied only to the total bundle price and not to the prices of the individual component products. Please refer to our Returns Policy for information regarding the return of a Pre-packed Bundle.

### **Third Party Sellers**

- a. Where products on offer via the online marketplace page and checkout pages, are offered by a Third Party Seller, Fudlink provides the platform to facilitate transactions between Third Party Sellers and Buyers. Fudlink is neither the buyer nor the seller of these Products unless otherwise specified.
- b. The Sale formed on acceptance of your order (in accordance with the terms and conditions contained herein) for products that are offered by a Third-Party Seller are therefore solely between the registered user and such Third-Party Seller. Fudlink is not a party to that sale.
- c. Where the Seller provides for the delivery of products to the buyer’s nominated address, the seller is liable for the fulfilment of such delivery.
- d. Not all Third-Party Sellers are registered VAT (Value-Added Tax) vendors. Only Third-Party Sellers who are registered VAT vendors may charge VAT on products sold and issue a tax invoice in respect thereof.
- e. Where a Third-Party Seller is not a registered VAT Vendor, it may not charge VAT on products sold and will not be in a position to issue a tax invoice in respect thereof.
- f. Fudlink intends for the registered buyers to have a safe and consistent experience, as such, Fudlink shall process any returns under the Electronic Transactions Act of 2019, by the registered user arising out of or in connection with the Sale between a registered user and a Third-Party Seller

on behalf of the Third-Party Seller, in accordance with our Returns Policy. Should such a claim escalate into a dispute, Fudlink is entitled to facilitate the resolve of such dispute, however, Fudlink is not obliged to do so and any disputes must be resolved between you and the relevant Third Party Seller alone.

### **Prohibited conduct**

You must not do or attempt to do anything: that is unlawful; prohibited by any laws applicable to our Site; which we would consider inappropriate; or which might bring us or our Site into disrepute, including (without limitation):

- a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- b) using our Site to defame, harass, threaten, menace or offend any person;
- c) interfering with any user using our Site;
- d) tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
- e) using our Site to send unsolicited email messages;
- f) use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Fudlink representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- g) display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Fudlink representative; or
- h) facilitating or assisting a third party to do any of the above acts.

### **Exclusion of competitors**

You are prohibited from using our Site, including the Content, in any way that competes with our business.

### **Privacy policy**

We respect your privacy and will take all reasonable measures to protect it. Click [here](#) for more details on our [Privacy Policy](#).

### **Changes to these Terms and Conditions**

- a. Fudlink may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.
- b. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

### **Electronic communications**

When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy as set out in clause 15 above.

### **Ownership and copyright**

- a. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (“**Website Content**”) are protected by law, including but not limited to copyright and trade mark law including intellectual property rights). The

Website Content is the property of Fudlink, its advertisers and/or sponsors and/or is licensed to Fudlink.

- b. You will not acquire any right, title or interest in or to the Website or the Website Content.
- c. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content contact us via our [contact page](#).
- d. Where any of the Website Content has been licensed to Fudlink or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third party terms and conditions.

#### **Disclaimer**

- a. The use of the Website is entirely at your own risk, and you assume full responsibility for any risk or loss resulting from the use of the Website or reliance on any information on the Website.
- b. Whilst Fudlink takes reasonable measures to ensure that the content of the Website is accurate and complete, Fudlink makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by Fudlink's representatives, Fudlink shall not be bound thereby.
- c. Fudlink disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.
- d. Although Products sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

- e. Any views or statements made or expressed on the Website are not necessarily the views of Fudlink, its directors, employees and/or agents.
- f. Fudlink further makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Fudlink, its employees, agents or authorised representatives. Fudlink thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

#### **Limitation of liability**

- a. Fudlink cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of Fudlink, its employees, agents, or authorised representatives.
- b. Fudlink shall not be liable for any direct, indirect, incidental, special, or consequential loss or damages which might arise from your use of, or reliance upon the website or the content contained on the website, or your inability to use the website and/or unlawful activity on the website and/or any linked third-party website.
- c. You hereby indemnify Fudlink against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked party website.

#### **Availability and termination**

- a. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
- b. Fudlink may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Fudlink will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.
- c. If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any products, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.
- d. Fudlink is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by Fudlink to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Fudlink, in whole or in part, on notice to you. Fudlink shall only be liable to refund monies already paid by you (see Fudlink's Returns Policy in this regard), and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.
- e. At any time, you can choose to stop using the Website, with or without notice to Fudlink.

#### **Governing law and jurisdiction**

- a) These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of Namibia. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the Namibian courts regarding all



proceedings, transactions, applications, or the like instituted by either party against the other, arising from any of these Terms and Conditions.

- b) In the event of any dispute arising between you and Fudlink, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of Namibia (Windhoek) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
- c) Nothing in this clause or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the relevant legislation.

### **Notices**

- a. Fudlink hereby selects Erf 1460 Queenspark Rundu Namibia as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions (“legal address”). Fudlink may change this address from time to time by updating these Terms and Conditions.
- b. You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving Fudlink not less than 7 days’ notice in writing.
- c. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent –
  - i. by hand will be deemed to have been received on the date of delivery;
  - ii. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
  - iii. by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All tele faxes sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and
  - iv. by email will be deemed to have been on the date indicated in the “Read Receipt” notification. **ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE “READ RECEIPT” FUNCTION** to serve as proof that an email has been received.

### **Information**

For the purposes of the ECT Act, Fudlink’s information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:

1. **Full name:** Fudlink Agricultural Technology Close Corporation with registration number CC/2022/02701
2. **Main business:** Online wholesaler
3. **Physical address for receipt of legal service (also postal and street address):**  
Erf 1460 Queenspark Rundu Namibia
4. **Office bearers:** Twamanguluka Nghidinwa
5. **Phone number:** +264816797015
6. **Email address:** admin@fudlink-africa.com

### **General**

Fudlink may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user’s right to use the Website or any of its contents subject to us processing any pending transactions already made by you.

- i. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- ii. Any failure on the part of you or Fudlink to enforce any right in terms hereof shall not constitute a waiver of that right.
- iii. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- iv. We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our Site. We recommend you check our Site regularly to ensure you are aware of our current terms. Materials and information on this Site (**Content**) are subject to change without notice. We do not undertake to keep our Site up-to-date and we are not liable if any Content is inaccurate or out-of-date.
- v. No indulgence, extension of time, relaxation or latitude which any party (the “**grantor**”) may show grant or allow to the other (the “**grantee**”) shall constitute a waiver by the grantor of any of the grantor’s rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its

rights against the grantee which may have arisen in the past or which might arise in the future.

- vi. These Terms and Conditions contain the whole agreement between you and Fudlink and no other warranty or undertaking is valid, unless contained in this document between the parties.