



Legal & Disclaimer

Terms and conditions for use of Benguela Cove Investments (Pty) Ltd website.

i. Ownership and copyright

1.1 Copyright in all information, material and logos (hereinafter referred to generally as "material") made available through this website are protected by both national and international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation, or exploitation of this material will constitute an infringement of such protection.

1.2 The copyright in all material of Benguela Cove Investments (Pty) Ltd and all its subsidiaries published on this website shall continue to vest in Benguela Cove Investments (Pty) Ltd. A visitor's access to this website, and the information contained on it, does not in any way convey or transfer any right in or to the intellectual property rights of Benguela Cove Investments (Pty) Ltd. Without derogating from the foregoing, Benguela Cove Investments (Pty) Ltd hereby authorises you to view, copy, download to a local drive, print and distribute the content of this website, or any part thereof, provided that:

1.2.1 such content is used for personal information purposes only;

1.2.2 and such content is used for non-commercial purposes. You are expressly prohibited from incorporating any material of Benguela Cove Investments (Pty) Ltd proprietary material from this website in any other work, publication or website either of own or belonging to any third party;

1.2.3 any reproduction of Benguela Cove Investments (Pty) Ltd proprietary material from this website or portion thereof must include this notice in its entirety.

1.3 The trademarks, logos and service marks displayed on this website are registered or in the registration process. Nothing contained on this website should be construed as granting any licence or right to use any trademark without the written permission of the owner thereof.

ii. Content

2.1 This website is only intended to provide general information regarding Benguela Cove Investments (Pty) Ltd and its products and services and it is not intended to provide exhaustive treatment of any subject dealt with.

2.2 The information in this website including, without limitation, all research, opinions or other content is therefore not intended nor does it constitute financial, accounting, tax, legal, investment, consulting or other professional advice or services. Before making any decision or taking any action, which might affect your personal finances or business, you should consult your own professional advisors.

BENGUELA COVE LAGOON WINE ESTATE • WALKER BAY • WESTERN CAPE

Benguela Cove Investments (Pty) Ltd • RegNo: 2000/004722/07

PO Box 327 Bellville 7535 • Western Cape • South Africa
Tel: +27 (0)21 944 1041 • Fax: +27 (0)860 967 524 • email: info@benguelacove.co.za • www.benguelacove.co.za

Directors: Penny Streeter • Nick Rea



2.3 This website could include technical, typographical or other inaccuracies and you are urged to contact Benguela Cove Investments (Pty) Ltd to confirm all information contained on these pages prior to placing reliance thereon. Changes are periodically made to the information herein and these changes will be incorporated in new editions of this website. Benguela Cove Investments (Pty) Ltd expressly reserves the right, in its sole and absolute discretion, to alter or amend any criteria or information set out in this website without notice.

iii. No offer

No information or content contained on these pages should be construed as an offer by Benguela Cove Investments (Pty) Ltd. All services offered by Benguela Cove Investments (Pty) Ltd are subject to signature of the requisite application forms and other documentation relating thereto and are governed by the standard terms and conditions of Benguela Cove Investments (Pty) Ltd in respect thereof and Benguela Cove Investments (Pty) Ltd shall not be bound in any manner until a formal written agreement has been entered into. Benguela Cove Investments (Pty) Ltd reserves the right to reject in its discretion any application submitted for services contained on this website.

iv. Transmission of information

Your attention is drawn to the fact that information transmitted via the Internet, including without limitation email, is susceptible to monitoring and interception. You are therefore discouraged from transmitting to Benguela Cove Investments (Pty) Ltd any information, which may be confidential, proprietary or sensitive. You shall bear all risk of transmitting such information in this manner and under no circumstances will Benguela Cove Investments (Pty) Ltd be liable for any loss, harm or damage suffered by you as a result thereof. Benguela Cove Investments (Pty) Ltd reserves the right to request independent verification of any information transmitted via email and your consent to such verification should Benguela Cove Investments (Pty) Ltd deem it necessary.

v. Links to third party sites

Benguela Cove Investments (Pty) Ltd may provide hypertext links to websites or Benguela Cove Investments (Pty) Ltd on the Internet which are operated by third parties. Visitors are advised to use caution and discretion when searching or accessing such links. Under no circumstances does Benguela Cove Investments (Pty) Ltd take responsibility for the content and/or services or products offered on third party websites or webpages that may be linked to this website and Benguela Cove Investments (Pty) Ltd gives no warranty, guarantee and makes no representation in respect of such linked websites or webpages.

vi. Disclaimer

This website and the information contained herein is provided "as is" and without warranty whether expressed or implied thereto. Without limiting the generality of the foregoing:

BENGUELA COVE LAGOON WINE ESTATE · WALKER BAY · WESTERN CAPE

Benguela Cove Investments (Pty) Ltd · RegNo: 2000/004722/07

PO Box 327 Bellville 7535 · Western Cape · South Africa
Tel: +27 (0)21 944 1041 · Fax: +27 (0)860 967 524 · email: info@benguelacove.co.za · www.benguelacove.co.za

Directors: Penny Streeter · Nick Rea



6.1 Benguela Cove Investments (Pty) Ltd does not warrant that the website or information will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. Benguela Cove Investments (Pty) Ltd expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy; and

6.2 whilst Benguela Cove Investments (Pty) Ltd has taken reasonable measures to ensure the integrity of this website and its contents, no warranty, whether express or implied is given that any files, downloads or applications available via this website are free of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your system.

vii. Risk and no liability

Your use of this website and the information contained therein is entirely at your own risk and you assume full responsibility in respect of any loss or damage resulting from the use thereof. Neither Benguela Cove Investments (Pty) Ltd, its affiliated companies, holding company, subsidiaries or subsidiaries of its holding company, or their officers, agents, consultants or employees shall be liable for any direct, consequential or indirect loss or damages suffered by a visitor or any other person relating to the use of this website or the information contained therein. The visitor hereby indemnifies Benguela Cove Investments (Pty) Ltd and its suppliers from and against any and all losses, liability, cost or damages suffered or incurred by a visitor or any other person arising out of or in connection with the use of the website or any other website which can be accessed from this website, however such loss or liability may occur, and whether such loss or liability is foreseeable, financial, personal, consequential, incidental or otherwise.

viii. Enforceability

If any of the foregoing is not fully enforceable for any reason, the remainder shall nonetheless continue to apply.

ix. Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of The Republic of South Africa without giving effect to any principles of conflict of law.

BENGUELA COVE LAGOON WINE ESTATE • WALKER BAY • WESTERN CAPE

Benguela Cove Investments (Pty) Ltd • RegNo: 2000/004722/07

PO Box 327 Bellville 7535 • Western Cape • South Africa
Tel: +27 (0)21 944 1041 • Fax: +27 (0)860 967 524 • email: info@benguelacove.co.za • www.benguelacove.co.za

Directors: Penny Streeter • Nick Rea