

NORTH RIDGE'S TERMS AND CONDITIONS OF WEBSITE USE AND SERVICES

By accessing or using <https://north-ridge.co.za/> or any of its related blogs, websites, applications or platforms (collectively, "**the Website**"), owned by **KIKI PRODUCTS (PTY) LTD.** (reg: 2017/464121/07) ("**North Ridge**") or any of its Services, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein ("**Terms**"), in conjunction with any additional North Ridge terms particularly applicable to you and the Services you utilise. All rights in and to the content of the Website remain at all times expressly reserved by North Ridge.

Please see North Ridge's distinct sections on [Privacy](#), [Intellectual Property](#), and [Disclaimers & Indemnities](#).

Please pay specific attention to the BOLD paragraphs of the North Ridge Terms. These paragraphs limit the risk or liability of North Ridge, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify North Ridge or is an acknowledgement of any fact by you.

Please read these terms carefully before accessing or using the Website or Services. North Ridge will assume you have read and understood these terms should you continue to access or make use of the Website.

It is important to note the following:

- The terms "**user**", "**you**" and "**your**" are used interchangeably in these Terms and refer to all persons accessing the Website or using the Services for any reason whatsoever. Accordingly, the terms "**us**", "**our**" or "**we**" refers to North Ridge or its possession.
- Not all terms are necessarily defined in order.
- These terms were last updated on 10 August 2021.

1. INTRODUCTION TO THE WEBSITE AND SERVICES

- 1.1. North Ridge online provides an online platform providing various services, including but not limited to providing users with information about our great range of products, making purchases of products ("**Products**"), signing up for our newsletter and obtaining multi-media content and blogs (collectively, the "**Services**").
- 1.2. These Terms explain the conditions applicable to how users must make use of the Website and the core provisions applicable to a user's use of any Services derived from North Ridge via the Website. Depending on the exact Services used, a user may also need to conclude additional agreements with North Ridge, which agreements will contain more specific details and/or conditions relating to the exact Service acquired, including exact services and fees to be expected.
- 1.3. In return for using some of the Services available (and specifically the purchasing of Products), the user may have to pay a fee to North Ridge or another third party ("**Fee**"), but same Fee will be detailed to you on the Website before you incur such a Fee, or in any further Service-specific agreement you may conclude with North Ridge or another third party.
- 1.4. The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon North Ridge uploading the amended Terms to the Website. Your continued access or use of the Website constitutes your acceptance to be bound by the Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

- 1.5. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

2. RELATIONSHIP BETWEEN THE PARTIES

- 2.1. **For all Services provided, North Ridge does not have an employment, agent, intermediary, advisory, representative nor broker relationship with any user. Your use of the Website or the Services is entirely at your own risk and based on your own volition and expertise.**
- 2.2. **North Ridge does not provide any regulated financial, advisory, banking nor payment services. As such, the Services are not subject to oversight or regulation by any regulatory authority in South Africa, other than those concerning general consumer rights.**
- 2.3. **In the context of Product purchases via the Website, North Ridge operates as the “seller” of same products, and the relevant user will function as the “buyer”, for the purposes of their respective duties and obligations related to those roles under applicable consumer and other laws.**

3. USER REGISTRATION PROCESS

- 3.1. Whilst it is not a requirement to have a user Profile in order to make purchases of Products, users can create a user Profile in order to make their engagement with the Website easier. Each user shall have only one (1) Profile and agrees to provide accurate, current and complete information during the registration process and to update such information as and when it changes.
- 3.2. North Ridge requires you to submit your full name, email address, physical address and mobile number when registering a Profile. Users may then set up additional features of their Profile, depending on the exact Services acquired, as prompted by the Website.
- 3.3. To protect your privacy and security, the Website takes reasonable steps to verify your identity by requiring a password together with your provided email address in order to grant access to your Profile and data. To view or change your personal information provided, you can log into your Profile and update the details that need changing in "Account Details" which can be found in your dashboard.
- 3.4. By entering your personal information on the Website, you warrant that the person using the Website is you and/or you have the legal authority to act on behalf of a corporate entity. You are responsible for your Profile and all actions perpetrated therewith and thereon, and you should not share your login details or password with anyone.
- 3.5. Please see North Ridge's [Privacy Policy](#) regarding more details on how North Ridge uses and processes your personal information.

4. THE SERVICES

- 4.1. For further and exact information on the various Services currently offered by North Ridge, or those specific to you, please consult the relevant Services pages on the Website or please contact ruth@north-ridge.co.za who will gladly assist.
- 4.2. For general information purposes, and subject to further information relating to these Services made available by North Ridge on the Website or elsewhere, the following details some of the exciting offerings which constitute our Services available to users on our Website:

4.2.1. Purchase Products on our online store:

- 4.2.1.1. The Website has an online store allowing users to purchase brand new Products from North Ridge directly.
- 4.2.1.2. Please consult the Terms below for more information on the terms associated with the use of the Website's online store.

4.2.1.3. For more information on how this Service works, please contact ruth@north-ridge.co.za.

4.2.2. Accessing multimedia content and news:

4.2.2.1. Users can obtain access to blogs, articles, industry content and other multi-media using the relevant prompts and pages on the Website.

4.2.3. Sign-up for our periodic newsletter:

4.2.3.1. Using the relevant prompts on the Website, users can sign-up for our newsletter which contains great information about our available Website content, Products, events and Services, delivered straight to your inbox.

4.2.4. Providing user reviews and feedback on Products and Services:

4.2.4.1. Users can, using the Website and/or other communication methods with us, provide useful feedback or suggestions that we can use to improve or modify our Products and/or Services.

4.2.4.2. Users however understand and agree that such information may become public in nature, and we are therefore under no obligation to keep these confidential, to respond to them or to compensate any user for their provided reviews and similar feedback.

4.2.4.3. All users also agree and understand that they will be liable for anything stated in their personal review, and warrant that they have the lawful right to transmit any content in their provided feedback to us (such as not infringing any other party's intellectual property).

4.2.5. Discover more about our other Services and offerings available offline/otherwise:

4.2.5.1. Whilst not necessarily available via the Website, users can also use the Website to discover more about our other great Service-offerings (which can be obtained by contacting us), including but not limited to the fact that we can:

4.2.5.1.1. custom design and manufacture products for other brands (not necessarily limited to backpacks/luggage/bags);

4.2.5.1.2. repair backpacks, tents, sleeping bags and other outdoor gear of all makes;

4.2.5.1.3. repair our own Products and replace broken or missing parts free of charge, provided they meet certain criteria (we have a lifetime guarantee);

4.2.5.1.4. sell our Products at wholesale to retailers and other online stores who are interested in stocking our Product; and/or

4.2.5.1.5. offer corporate sales that allow customers to brand the Products alongside our branding.

5. PAYMENT FOR NORTH RIDGE SERVICES/PRODUCTS

5.1. For the use of Website and most of the Services, there is no Fee charged to the user, but the use of particular Services – such as making purchases of Products - does attract a Fee to be paid by the user to North Ridge. North Ridge will charge the Fee to the user making use of the following Services on the following basis:

5.1.1. Making purchases on the online store:

5.1.1.1. In order to purchase Products from the Website, users must use the relevant links and prompts on the Website, and pay the Product's listed total purchase price to North Ridge in order to initiate a contract of sale between the user and North Ridge.

- 5.1.1.2. Please see the terms below for further conditions applicable to the sale of goods and Products via the Website.
- 5.2. Once an order is placed, customers will receive an order confirmation email. The applicable tax invoice will be attached to this email.
- 5.3. All advertised prices for products and Fees shall be inclusive of Value Added Tax (“VAT”), delivery charges and any other applicable taxes/fees, unless otherwise stated and required by law. Any such additional charges and VAT which will apply to a particular transaction, will be clearly indicated to you upon checking-out (including applicable delivery charges).
- 5.4. North Ridge is committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology as operated by our authenticated payment service providers.
- 5.5. North Ridge will collect and affect any payments of a Fee using either a direct EFT payment option, or allow users to make payments using debit or credit cards via our authorised payment provider [Yoco](#).
- 5.6. When using Yoco’s services:
 - 5.6.1. The Website uses and stores payment information with Yoco with registration number 2013/203377/07, as an offsite third-party payment gateway to keep your banking details secure.
- 5.7. You may contact North Ridge via email at ruth@north-ridge.co.za to obtain a full record of your transactions with North Ridge.

6. ADDITIONAL CONDITIONS APPLICABLE TO PARTICULAR NORTH RIDGE SERVICES

- 6.1. **The following are particular conditions, restrictions, rights and/or duties associated with the specific Services we offer.**

- 6.1.1. **Accessing multimedia content, blogs and articles:**

- 6.1.1.1. Whilst North Ridge carefully selects and curates all multimedia content before it is made available on the Website, North Ridge will not be liable for any content, information or opinion provided via the Website pursuant to the sharing of multimedia content to users.

- 6.1.1.2. Such multimedia content is also provided “as is” where North Ridge disclaims itself of all liability for the accuracy or correctness of any such content shared via the Website.

- 6.1.2. **Purchase products on our online store:**

The following terms apply to the purchase of any products from North Ridge via the online store of the Website:

- 6.1.2.1. **Conclusion of sale**

- 6.1.2.1.1. Users may place orders for any Product on the Website, which North Ridge may accept or reject. Whether or not North Ridge accepts an order depends on the availability of Product, correctness of the information relating to the Product (including without limitation the price or materials) and receipt of payment or payment authorisation by North Ridge for the Products.

- 6.1.2.1.2. **NOTE: North Ridge will indicate the acceptance of your order by having our authorised courier partner deliver the Product to you or allow you to collect it from us, and only at that point will an agreement of sale between you and North Ridge come into effect (the “Sale”). This is regardless of any communication from North Ridge stating that your order or payment has been confirmed.**

North Ridge will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.

- 6.1.2.1.3. Prior to delivery of the Product, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice, and by immediately emailing ruth@north-ridge.co.za confirming your request for a timeous cancellation. After delivery of the Product, you may return the Product only in accordance with the Cancellation, Shipping and Returns provisions below.
- 6.1.2.1.4. Placing a Product in a wishlist or shopping cart without completing the purchase cycle does not constitute an order for such Product, and as such, the Product may be removed from the shopping cart if stock is no longer available or the price thereof might change without notice to you. You cannot hold North Ridge liable if such Product is not available or is not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.
- 6.1.2.1.5. You acknowledge that stock of all Products on offer is limited and that pricing may change at any time without notice to you. North Ridge will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When a Product is no longer available after you have placed an order, North Ridge will notify you and you will be entitled to a full refund of any amount already paid by you for such Product.**
- 6.1.2.1.6. North Ridge shall take all reasonable efforts to accurately reflect the description, availability, composition, used materials/ingredients, Product origins, purchase price and delivery charges of our Products on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence nor fraud), 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 Cancellation, Shipping and Returns provision below.**
- 6.1.2.1.7. The user must pay the full price of the Product in order to reserve and purchase the Product. All Products sold are final, subject to Cancellation, Shipping and Returns provisions below.
- 6.1.2.1.8. After placing an order, you will receive an automated response confirming your order, containing relevant order information and an invoice for the relevant transaction. In addition, you may contact us via email at ruth@north-ridge.co.za to obtain a full record of your payment/s. We may also send you additional email communications about your order and payment where required.

6.1.2.2. Shipping, Cancellations and Returns

- 6.1.2.2.1. Once a Product is purchased by a user from the online store, North Ridge will send an automated email to the user confirming the sale and address to which the Product must be sent or whether it will be collected.
- 6.1.2.2.2. If delivery is chosen by the user, the Product will be shipped within 2-7 (two to seven) working days to the address provided by the user in the order process. Shipping time and costs will vary depending on the location of the user. Tracking numbers can be provided to the user upon receipt of such a request to us.
- 6.1.2.2.3. If you have placed an order that you wish to change or cancel, please email us at ruth@north-ridge.co.za. If the order has not yet been processed, you will receive a full refund for the value of the amount paid. If your order has already been processed then our return provisions are applicable.
- 6.1.2.2.4. Should a user wish to return the Product purchased from the Website, to North Ridge for any reason, he/she may do so within seven (7) days from their receipt of the Product. The user will be responsible for notifying North Ridge of the Product's impending return as well as for paying for all return shipping costs, to ensure the Product's physical return to North Ridge in its original, unsoiled condition and packaging. This condition is in addition to all other rights conferred on you by relevant consumer and online protection laws.
- 6.1.2.2.5. The shipping costs, including but not limited to any courier costs, export/import taxes/duties or release fees, are to be paid by the user. Our delivery charges are subject to change at any time, without prior notice to you, so please check the Website for the most up-to-date information. You will see the applicable delivery charges in your cart when you check out, which amount is based on various applicable considerations, such as the location of the user.
- 6.1.2.2.6. North Ridge's obligation to deliver a product to you is fulfilled when we deliver the Product to our nominated delivery service provider, accepted by you, who will deliver the Product to you. North Ridge is not responsible for any loss or unauthorised use of a Product, after it has delivered the Product to the physical address nominated by you, or to our nominated delivery service Provider, accepted by you.
- 6.1.2.2.7. A user cannot return, or vary, any Product which has been purchased when it was subject to a sale or a sale's-reduced price.**
- 6.1.2.2.8. Users also understand and agree that there will be no price adjustments on purchases made just before or after a sale period.

6.1.2.3. Manufacturing and quality warranties on Products

- 6.1.2.3.1. We offer a lifetime guarantee on stitching and workmanship on our Products.
- 6.1.2.3.2. All of our branded Products are covered against manufacturing defects in materials and workmanship for the lifetime of the Product.

- 6.1.2.3.3. If a Product fails due to a manufacturing defect we will repair it without charge, or replace it, at our discretion.
- 6.1.2.3.4. Only original, unaltered and unmodified items and workmanship are covered.
- 6.1.2.3.5. This warranty does not cover damage caused by accident, improper care, negligence, normal wear and tear, or the natural breakdown of colours and materials over an extended time and use.
- 6.1.2.3.6. Damage not covered under warranty may be repaired for a reasonable rate and a fee will be charged for shipping.
- 6.1.2.3.7. If the customer resides within South Africa, we will arrange for our couriers to collect the item. Once we receive it back, we will inspect it to assess the manufacturing defect and undertake the necessary repairs. Once repaired, we will send it back to the customer at no additional cost.
- 6.1.2.3.8. If we determine that there is no manufacturing defect, but the fault is due to misuse etc., the cost to repair and to deliver the item back to the customer will be billed to them (we will also include the cost we covered to bring the Product to us), or alternatively, they may arrange for collection from us.
- 6.1.2.3.9. Customers will be liable for all courier costs if they reside in a country outside of South Africa.
- 6.1.2.3.10. The Products eligible for the warranty are covered to the original owner, for the lifetime of the Product (and not necessarily the owner's lifetime).
- 6.1.2.3.11. Our policy requires that Products accepted for repair be clean. Charges will be assessed if cleaning is necessary or the Product may be returned to the customer if it cannot be adequately cleaned.
- 6.1.2.3.12. We're happy to send replacement buckles if the customer's one is lost or broken.
- 6.1.2.3.13. For all of the above, we'll need photo evidence before anything is sent.

7. NATURE OF CUSTOMISED OR HANDMADE PRODUCTS

- 7.1. Please keep in mind that some of our Products are customised, with all being handmade. Slight imperfections or idiosyncrasies that do not compromise the aesthetics or functionality of the Product are normal. Every such item is intrinsically unique due to the handmade nature of the Product, where certain features and idiosyncrasies present are not defects, but rather add to each Product's uniqueness.
- 7.2. Further, whilst we try to represent the exact colour and/or style of a Product when placed on the Website/advertised elsewhere, it is understood by users that due to the handmade nature of the Products we manufacture, the colours and/or style of certain items may be slightly different to those represented on the Website and/or in our advertising. North Ridge will not be held liable for such slight reasonable nuanced differences in colour/style which the user agrees to.

8. USER RESPONSIBILITIES AND WARRANTIES

- 8.1. By using the Website and/or the Services, you warrant that:
 - 8.1.1. you have read and agreed to these Terms and will use the Website and Services in accordance with them;

- 8.1.2. you have not made any misrepresentations and the information provided in the registration process about you, your company and/or your status is true, accurate and complete in every aspect;
- 8.1.3. you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms;
- 8.1.4. you lawfully possess and submit all information to the Website and/or North Ridge for the use of it or the Services;
- 8.1.5. you will not post, upload, replicate or transmit any abusive content on the Website or to us in any way that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website;
- 8.1.6. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;
- 8.1.7. you will not infringe the intellectual property or other rights of any third party or the Website or transmit content that the user does not own or does not have the right to publish or distribute;
- 8.1.8. you understand and agree that whilst all of our Products have been designed specifically to be rugged and handle the requirements put to them, you will not solely rely on any specification or inherit quality/feature of a Product to be suitable for all uses of same Product (specifically around mountaineering-related Products);
- 8.1.9. you will not use the Website platform for any commercial purpose other than as expressly provided for by North Ridge herein;
- 8.1.10. you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- 8.1.11. you will not facilitate or assist any third party to do any of the above,
failing which, your failure will automatically be deemed to be a material breach of these Terms, allowing North Ridge to use its full spectrum of rights available to it against the infringing party, including reporting you to the authorities, denying you access to or use of any Service or the Website and/or claiming contractual (including consequential) damages from you.
- 8.2. The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees.
- 8.3. **Without prejudice to any of North Ridge's other rights (whether at law or otherwise), North Ridge reserves the right to deny you access to the Website or the Services where North Ridge believes (in its reasonable discretion) that you are in breach of any of these Terms.**
- 8.4. **North Ridge does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.**

9. KYC AND AML REQUIREMENTS

- 9.1. A user's ability to make use of various parts of the Website or particular Services, may be regulated by applicable know-your-customer ("KYC") and/or anti-money laundering ("AML") laws and the respective rules and regulations.

- 9.2. North Ridge may, at various times and depending on a range of factors in its sole discretion, including the amount of a transaction actioned and/or the exact nature of the user, require that a user submit certain information to North Ridge in order for the user to be verified as not infringing any of North Ridge's KYC and/or AML requirements and/or local or foreign laws. This information may include identity documents, passport documents and/or bank account information. North Ridge reserves the right to limit or terminate a user's access and use of the Services should the user fail to adhere to these requirements to the standard required by North Ridge. North Ridge also reserves the right to share this information with any legal authority when required under applicable laws.
- 9.3. North Ridge may restrict user transactions that may violate laws or North Ridge's internal KYC or AML conditions herein and as updated from time to time.
- 9.4. As a minimum, the following rules are applied:
 - 9.4.1. for orders between R50,000.00 and R500,000.00 in value, we will request copies of the user's natural/company identity document and proof of address; and
 - 9.4.2. for orders valued above R500,000.00, we will request copies of your director's identity documents/passports in addition to the information requested above.

10. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 10.1. Data messages, including email messages, sent by you to North Ridge will be considered to be received only when acknowledged or responded to.
- 10.2. Data messages sent by North Ridge to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 10.3. North Ridge reserves the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.
- 10.4. Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. North Ridge is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether from North Ridge to a user, between users or from a user to North Ridge.

11. HYPERLINKS, DEEP LINKS, FRAMING

- 11.1. The Website may include links to other internet sites ("**the other sites**"). North Ridge does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any endorsement, agreement on or support of the content or products of such target sites.
- 11.2. North Ridge does not purport to own the content on other sites which may be shown on the Website. Should the owner of any content showcased on the Website want the content to be removed, please write to ruth@north-ridge.co.za to request the removal of such content.
- 11.3. The user's access and use of the other sites remain solely at the user's own risk and on the terms set by the relevant third-party operator of the other sites.

12. INTELLECTUAL PROPERTY PROTECTION

- 12.1. All Website layout, content, material, information, data, software, icons, text, graphics, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code and everything submitted by a user to the Website and North Ridge in use of the Services, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by North Ridge, its shareholders, associates and/or

partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

- 12.1.1. For clarity, all rights to any intellectual property provided by a user to the Website will remain with the user, but for which the user has provided North Ridge with a non-exclusive, non-transferable licence to use such user intellectual property as North Ridge deems fit on the Website and/or in advertising, for as long as the user remains registered on the Website.
- 12.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of North Ridge first being granted, which consent may be refused at the discretion of North Ridge. No modification of any intellectual property or editorial content or graphics is permitted. Should you breach these provisions, North Ridge and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**
- 12.3. North Ridge reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website, including that of a user in their Profile, or to suspend or terminate the Website, at any time without notice; provided that any transactions or functions already concluded through the Website, will not be affected by such suspension or termination (as the case may be).
- 12.4. Where any of the Website intellectual property has been licensed to North Ridge or belongs to any third party, other than that which has been submitted by a user to the Website in the use of the Services, all 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.
- 12.5. Subject to adherence to the Terms, North Ridge grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained on the Website on any machine of which the user is the primary user. However, nothing contained on the Website or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of North Ridge.
- 12.6. Any enquiries regarding any of the above relating to intellectual property must be directed to North Ridge at ruth@north-ridge.co.za.

13. DISCLAIMERS AND WARRANTIES

- 13.1. **The Website and Services, including any intellectual property appearing therein, are provided "as is" and "as available". North Ridge makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website, the Services or the information contained in it.**
- 13.2. All information, blogs, articles or opinions of users made available on the Website in relation to any of the Services are those of the authors and not North Ridge. While North Ridge makes every reasonable effort to present such information accurately and reliably on the Website, North Ridge does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.
- 13.3. **North Ridge, its shareholders, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom or from the Services/Products offered, including the information about any particular user or Product.**

13.4. North Ridge, its shareholders, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, physical harm, death, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, Products and access to, or use of, the Website in any manner.

13.5. North Ridge takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, North Ridge does not warrant or represent that your access to the Website will be uninterrupted or error-free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.

14. INDEMNITIES

14.1. The user indemnifies and holds harmless North Ridge, its shareholders, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Website, Products, Services offered or concluded through the Website in any way.

14.2. The user agrees to indemnify, defend and hold North Ridge harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to the user's breach of these Terms.

14.3. This clause will survive termination of this agreement.

15. COMPANY INFORMATION

15.1. Site owner:	Shannon McLaughlin
15.2. Legal status:	profit limited liability company
15.3. Registration number:	2017/464121/07
15.4. Director:	Paul McLaughlin
15.5. Description of main business:	Manufacturer and retailer of consumer goods
15.6. Telephone number:	021 701 9448
15.7. Email address:	ruth@north-ridge.co.za
15.8. Website address:	www.north-ridge.co.za
15.9. Physical address:	Unit 4, Pama Industrial Estate, 9 Evelyn Rd, Retreat, Cape Town, 7945
15.10. Postal address:	As above
15.11. Registered address:	As above
15.12. Membership with association:	None

16. DISPUTE RESOLUTION AND GOVERNING LAW

16.1. The user's access and/or use of the Website and/or Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.

16.2. Should any dispute, disagreement or claim arise between a user and North Ridge concerning the use of the Website or the Services, these parties shall endeavour to

resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

- 16.3. Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussions between them in order to find a mutually beneficial solution.
- 16.4. If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa (“**AFSA**”), with an arbitrator selected by North Ridge. Arbitration proceedings shall be conducted in Cape Town in English.
- 16.5. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.
- 16.6. The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

17. TERMINATION OF USE OF WEBSITE OR SERVICES

- 17.1. **IN ADDITION TO ITS OTHER RIGHTS HEREIN, NORTH RIDGE RESERVES THE RIGHT TO TERMINATE AND CANCEL YOUR PROFILE AND USE OF THE WEBSITE AND/OR SERVICES IF YOU BREACH ANY OF THE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT NORTH RIDGE GIVES REASONABLE NOTICE TO YOU.**
- 17.2. If you wish to terminate the agreement with North Ridge, or end your use of the Services, you may do so by deregistering your Profile (if acquired) with the Website and discontinuing your use of the Website. **Such deregistration from the Website will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which the parties may have at the time of said termination with the Website.**
- 17.3. In the event of cancellation of your agreement with the Terms and with North Ridge, North Ridge will remove you from the Website and delete your Profile (if any).

18. NOTICES AND SERVICE ADDRESS

- 18.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
 - 18.1.1. in the case of North Ridge, at Unit 4, Pama Industrial Estate, 9 Evelyn Rd, Retreat, Cape Town, 7945; or
 - 18.1.2. in the case of the user, at the e-mail and addresses provided by the user to North Ridge in the registration process and/or in their Profile or as previously provided in the use of a Product purchase.
- 18.2. Each of the parties will be entitled from time to time, by written notice to the other, to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 18.3. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

19. GENERAL

- 19.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.4 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 19.2. No indulgence, leniency or extension of time granted by North Ridge shall constitute a waiver of any of North Ridge's rights under these Terms and, accordingly, North Ridge shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 19.3. Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and *vice versa*.
- 19.4. The headings to the paragraphs in the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 19.5. Should you have any complaints or queries, kindly address an email to North Ridge at ruth@north-ridge.co.za of same.
- 19.6. In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by North Ridge in relation to the payment failure or breach.
- 19.7. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 19.8. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 19.7.