

VINIMARK

VINIMARK TRADING (PTY) LTD
Reg No 1987/000032/07
5 Herold Street, Stellenbosch 7600
PO Box 441, Stellenbosch 7599
v: 4790114435
t: +27 (0) 21-883 8043 e: info@vinimark.co.za
www.vinimark.co.za

1. About these terms

1.1. These supplemental terms (herein "**Supplemental Terms**");

1.1.1. apply to the online business-to-business ordering platform of Vinimark Trading (Pty) Ltd (herein "**Vinimark**"), which is entitled Mobimarket and available at <https://Vinimark.mobi/logon.aspx> (herein "**Mobimarket**"); and

1.1.2. must be read with Vinimark's website terms of use published at <https://www.Vinimark.co.za/terms-of-use> (herein "**Terms of Use**"), the application of which is hereby extended to Mobimarket, and in the event of any conflict between the two, these Supplemental Terms will prevail to the extent of the conflict.

1.2. **We reserve the right to revise these Supplemental Terms from time to time, with the revised terms taking effect on the date of its publication on Mobimarket. It is your responsibility to stay informed of all such changes, and your continued use of Mobimarket will constitute your deemed acceptance to be bound by such changes.**

2. Consumer protection legislation

2.1. The Consumer Protection Act, No. 68 of 2008 and other applicable consumer protection legislation may apply to these Supplemental Terms.

2.2. **Your special attention is drawn to the paragraphs in these Supplemental Terms marked in bold, as such clauses may be onerous in nature.**

3. Supply agreement

3.1. To access and make use of the Mobimarket service, a customer must first enter into and maintain a valid supply agreement with Vinimark (in the form we make available from time to time) (herein "**Supply Agreement**"), and failing which you may not access or use Mobimarket.

3.2. The Supply Agreement must be read with the Terms of Use and these Supplemental Terms, and in the event of any conflict between the terms of the Supply Agreement and either the Terms of Use or these



Supplemental Terms (as the case may be), the terms of the Supply Agreement will prevail to the extent of the conflict.

4. User account and security

4.1. Subject to clause 3.1 above, in order for us to provide the Mobimarket service to you:

4.1.1. you may be required to create a user account by choosing a unique username and a password, or we may assign same to you (herein "**Login Credentials**"); and

4.1.2. we may require certain additional information from you. Should your information change, then please inform us, otherwise we will presume that your information is accurate and place reliance thereon.

4.2. Traffic between yourself and Mobimarket will be authenticated and encrypted using generally accepted secure socket layer (i.e. SSL) certificate and encryption technology.

4.3. **You acknowledge and agree that:**

4.3.1. **you are responsible for keeping your Login Credentials confidential;**

4.3.2. **we will rely on your Login Credentials to verify your identity on Mobimarket;**

4.3.3. **you will notify us in writing should you no longer wish to make use of the Mobimarket service so that we may deactivate your Login Credentials for security reasons; and**

4.3.4. **you will immediately notify us in writing of any unauthorised access to and/or use of your Login Credentials, and failing which we may deem any action on Mobimarket authenticated with your Login Credentials as having been done by you.**

5. Stock availability and orders

5.1. We cannot guarantee availability of stock, despite advertising a particular product or products on Mobimarket, and all prices quoted on Mobimarket are subject to change without prior notice.

5.2. In addition to any other ordering mechanism that we may make available to customers from time to time, you may place orders for products by accessing and using the Mobimarket service (herein "**Mobi Order**"). When placing a Mobi Order, you are making an offer to us to purchase products at the quoted price. We will notify you in writing without undue delay if we accept the offer (herein "**Mobi-Order Confirmation**").

5.3. Subject each time to a Mobi-Order Confirmation, you acknowledge and agree that:

- 5.3.1. payment for the ordered products must be made strictly in accordance with the provisions of the Supply Agreement;
- 5.3.2. we will endeavour to fulfil each accepted Mobi Order and make delivery of the ordered products to you via our nominated third-party transporter as soon as reasonably possible after Mobi-Order Confirmation and within the timeframes as communicated from time to time for your delivery area (herein "**Mobi-Delivery Timeframes**"). In the event that we are unable to deliver within the standard Mobi-Delivery Timeframes, we will endeavour to deliver within no more than 10 (ten) business days from Mobi-Order Confirmation ("**business day**" meaning any day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa); and
- 5.3.3. we will provide you with a full record of accepted Mobi Orders as set out in the Supply Agreement, provided that if the Supply Agreement is silent in this regard, then you may contact us to obtain a full record of accepted Mobi Orders.
- 5.4. If following Mobi-Order Confirmation we are unable to make delivery of the ordered products (or any part thereof) in accordance with the Mobi-Delivery Timeframes due to those products being unavailable, then we will notify you in writing without undue delay of the part of the Mobi Order that we are unable to fulfil and, if payment has already been made, either:
 - 5.4.1. refund the relevant proportion of the payment to you within 30 (thirty) calendar days; or
 - 5.4.2. credit your account with the relevant proportion of the payment, which credit you may use when placing future Mobi Orders,

in accordance with your election in this regard, as communicated to us when the Mobi Order was placed.