

The Old Packhouse Distillery (PTY) Ltd. Co Reg No.: 2013/142710/07 Address: Groenfontein Farm, R36 Modjadjiskloof, 0835

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The Old Packhouse Distillery (Pty) Ltd Terms & Conditions

Persons accessing the The Old Packhouse Distillery website subject themselves to and agree to The Old Packhouse Distillery terms conditions and privacy policy, as set out below.

Last updated: (22.06.30)

IMPORTANT:

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website/Product Orders/Services after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or order our services/products.

Welcome to The Old Packhouse Distillery.

These terms and conditions outline the rules and regulations for the use of buying products online, ordering through direct contact via email or telephonic use and use of The Old Packhouse Distillery website, located at https://theoldpackhousedistillery.com/

By accessing this website we assume you accept these terms and conditions. Do not continue to use https://theoldpackhousedistillery.com/ if you do not agree to accept all the terms and conditions stated on this website, including our privacy policy which can be accessed in the footer of our website.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of South Africa. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.



Cookies

We employ the use of cookies. By accessing, https://theoldpackhousedistillery.com/ you can choose to agree to the use of cookies in agreement with **The Old Packhouse Distillery's** Privacy Policy - located and linked with the Privacy Policy Button as displayed on the Website Footer; or you can choose to customise the use of cookies; or choose to deny the use of cookies altogether by choosing and modifying the option you prefer in the cookies bar, which will pop-up on your first visit to our website.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas and to make it easier for people visiting our website to understand/navigate

our website. Some of our affiliate/advertising partners may also use cookies, but we do not have control or access to their privacy policies and take no responsibilities for their privacy policies and terms & conditions.

License

Unless otherwise stated, **The Old Packhouse Distillery** and/or its licensors own the intellectual property rights for all material on **The Old Packhouse Distillery**. All intellectual property rights are reserved.

You must not:

- 1. Republish material from this website, unless prior consent is given.
- 2. Sell, rent or sub-license material from this website.
- 3. Reproduce, duplicate, or copy material from this website, unless prior consent is given.

Hyperlinking to our Content

The following organisations may link to our website without prior written approval:

- Government agencies
- Search engines
- News organisations
- Clients registered with our Databases.
- Online directory distributors may link to our website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organisations, charity shopping malls, and charity fundraising groups which may not hyperlink to our website.



These organizations may link to our home page, to publications or to other Website information so long as the link:

- 1. is not in any way deceptive;
- 2. Does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and
- 3. Fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organisations:

- commonly known consumer and/or business information sources.
- dot.com community sites.
- associations or other groups representing charities.
- online directory distributors.
- internet portals.
- · accounting, law, and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organisations if we decide that:

- the link would not make us look unfavourably to ourselves or to our accredited businesses;
- the organisation does not have any negative records with us;
- the benefit to us from the visibility of the hyperlink compensates the absence of The Old Packhouse Distillery; and
- the link is in the context of general resource information.

These organisations may link to our home page so long as the link:

- is not in any way deceptive;
- does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and
- fits within the context of the linking party's site.
- If you are one of the organisations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an email to

opdgin@gmail.com. Please include your name, your organisation name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organisations may hyperlink to our website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our website being linked to that makes sense within the context and format of content on the linking party's site.



Frames:

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our website.

Content Liability:

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that are rising on your Website. No link(s) should appear on any Website that may be interpreted as libellous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

Reservation of Rights:

We reserve the right to request that you remove all links or any link to our website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and it is linking

policy at any time. By continuously linking to our website, you agree to be bound to and follow these linking terms and conditions.

Removal of links from our website:

If you find any link on our website that is offensive for any reason, you are free to contact and inform us at any moment. We will consider requests to remove links, but we are not obligated to or so or to respond to you directly. We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. **Nothing in this disclaimer will:**

- limit or exclude our or your liability for death or personal injury.
- limit or exclude our or your liability for fraud or fraudulent misrepresentation.
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer:

- 1. are subject to the preceding paragraph; and
- 2. govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty. If the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.



Retention of right to change offering.

We may, without prior notice, change the services; stop providing the services or any features of the services we offer;

or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without

notice and liability for any reason, or for no reason.

Right to suspend or cancel user account.

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.

Limitation of liability:

To the maximum extent permitted by applicable law, in no event shall [website owner], be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service. To the maximum extent permitted by applicable law, [website owner] assumes no liability or responsibility for

any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorised access to or use of our secure servers and/or all personal information stored therein.

Promotional emails and content:

You agree to receive from time-to-time promotional messages and materials from us, by mail, email, or any other contact form you may provide us with (including your phone number for calls or text messages). If you do not want to receive such promotional materials or notices, notify us at any time on opdgin@gmail.com

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