

CONVERGENCE WINES

PLEASE READ THESE TERMS AND CONDITIONS OF SUPPLY CAREFULLY BEFORE ORDERING. YOU SHOULD UNDERSTAND THAT BY ORDERING ANY OF OUR PRODUCTS, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. YOU SHOULD PRINT A COPY OF THESE TERMS AND CONDITIONS FOR FUTURE REFERENCE.

BY CLICKING ON "PLACE ORDER" OR "I ACCEPT" YOU AGREE THAT YOU UNDERSTAND AND AGREE TO THESE TERMS OF SUPPLY. PLEASE UNDERSTAND THAT IF YOU REFUSE TO ACCEPT THESE TERMS AND CONDITIONS, YOU WILL NOT BE ABLE TO ORDER ANY PRODUCT FROM OUR WEBSITE.

ANY ALCOHOLIC PRODUCTS ARE NOT FOR SALE TO ANY PERSONS UNDER THE AGE OF 18 YEARS. BY AGREEING TO THESE TERMS OF SUPPLY, AS SET OUT BELOW, YOU DECLARE THAT YOU ARE ABOVE THE AGE OF 18 YEARS AND THEREFORE AT THE LEGAL AGE TO PURCHASE ALCOHOL WITHIN THE REPUBLIC OF SOUTH AFRICA.

1. TERMS OF SERVICE

- 1.1. These are the terms and conditions ("Terms of Supply") relevant to the Services and/or Products we offer and supply. These Terms of Supply refer to the following additional terms which also apply to your use of our Services:
 - 1.1.1. Our [Terms of Use](#);
 - 1.1.2. Our [Privacy Policy](#);
- 1.2. The above terms and conditions and policies are hereby incorporated by reference and together are the agreement ("Agreement") between us and you in terms of the provision of our Services. If there is any conflict between the above terms and conditions/policy and this Terms of Supply the latter will prevail.
- 1.3. All information incorporated by using hyperlinks and / or other methods of reference form part of these Terms of Supply (see section 11(3) of the ECT Act);
- 1.4. **Why you should read them:**

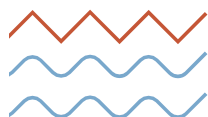
These Terms of Supply, unless otherwise specified under any Product specific terms and conditions (Product specific T&C's), tell you who we are, how we will provide Products to you, how either us or yourselves may amend or end the contract for the supply of Products, what to do if there is a problem with your order and other important information. These Terms of Supply apply to users who are consumers for purposes of the CPA.
- 1.5. **These Terms of Supply contain provisions that appear in similar text and style to this clause and which:**
 - 1.6.1. **may limit our risk or liability or the risk or liability of a third party; and/or**
 - 1.6.2. **may create risk or liability for you (as a consumer); and/or**
 - 1.6.3. **may compel you to indemnify us or a third party; and/or**
 - 1.6.4. **serve as an acknowledgement, by you, of a fact.**
- 1.7. **Your attention is drawn to these Terms of Supply in bold because they are important and should be carefully noted.**

2. INFORMATION AND CONTACT DETAILS

- 2.1. **Who we are:** See our [Terms of Use](#).
- 2.2. **How to contact us:** To contact us, please use the contact information as per our [Contact Us](#) page.
- 2.3. **How we may contact you:** If we have to contact you we will do so by telephone or by writing to you at the email address, postal address or other electronic communication facility address you provided to us in your Purchase Order.
- 2.4. **"Writing" includes emails:** When we use the words "writing" or "written" in these Terms of Supply, this will include Data Messages, including, but not limited to, emails. You acknowledge that all agreements, authorizations or requests on our electronic platform(s) satisfy the "writing" requirement as per section 12 of the ECT Act.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 3.1. No electronic signature is required to conclude the contract between us; the mere sending of a Data Messages or click on "**I accept**" or "**Submit**" or "**Place Order**" demonstrates your acknowledgement and agreement to these Terms of Supply and the Product specific T&C's (where applicable).
- 3.2. **Product specific T&C's:** Certain Products may have additional terms and conditions that will apply. The Product specific T&C's will be presented to you prior to submitting your offer and should be read with these Terms of Supply. Insofar as any term and condition in Product specific T&C's conflicts with these Terms of Supply in respect of:
 - 3.2.1. the description of the Products (including, but not limited to, pricing, specifications), the Product specific T&C's shall prevail;
 - 3.2.2. any other matter, the Terms of Supply shall prevail.
- 3.3. **The Invitation:** By placing our Products and other available Services on our website is only an invitation to do business with you and not an offer.
- 3.4. **The Offer:** Your order constitutes an offer by you to purchase Products / other Services from us.
- 3.5. **Restrictions on Sales of our Products:**
 - 3.5.1. **Sales of Products are restricted to the Republic of South Africa:**
 - 3.5.2. **You may not acquire Products that contain alcohol for purposes of resale / transfers an order from you to another;**
 - 3.5.3. **You may not purchase Products that contains alcohol if you are under the age of 18 years;**
 - 3.5.4. **You may not purchase Products that contain alcohol on behalf of a person under the age of 18 years;**
- 3.6. **Shopping Cart:** Placing Products in a Basket or the Shopping Cart without completing the Purchase Cycle does not



CONVERGENCE WINES

constitute an order for such Products, and as such, Products may be removed from the Shopping Cart if it is no longer available or the price thereof might change without notice to you. Kindly note that we, and any applicable third party, shall not be liable if such Products are not available or are not available at the particular price when you complete or attempt to complete the Purchase Cycle at a later stage.

3.7. **Acceptance of your order:**

Our acceptance of your order will take place on receipt of your payment and when we email you confirmation of our acceptance, at which point a contract will come into existence between you and us ("**Commencement Date**").

3.8. **Place of Contract:** the contract will be formed at our Premises;

3.9. **If we cannot accept your order:** If we are unable to accept your order (even after receipt of your payment), we will inform you of this and will not charge you for the Product/Service. This might be because the Product is out of stock, changes to the Services, unexpected limits on our resources which we could not reasonably foresee or plan for, an error in the price or description of the Product or because we are unable to meet a delivery deadline or performance date you have specified.

3.10. **Your Order Number:** We will assign an order number to your order on acceptance thereof. Please use the order number as a reference when enquiring on your order.

4. PRODUCTS & PRODUCT DESCRIPTION

4.1. **Products may vary slightly from their pictures:**

The images of the Products or other Services on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. The Product may therefore vary slightly from those in the images. Such variations shall not form part of the Contract or have any contractual force.

4.2. **Product packaging may vary:**

The packaging of the Products may vary from that shown on images on our website.

4.3. **Stock Availability:**

The stock of all Products on offer is limited. We will make all reasonable efforts to discontinue the offer on Products as soon as stock is no longer available. However, should items still be offered after the remaining stock is sold, we will only be liable to refund any monies paid by you where we are unable to fulfil your Purchase Order at the indicated prices.

4.4. **Online Trading hours of Products that contains alcohol:** you will be allowed to purchase alcohol at anytime (subject to maintenance of our website), however delivery will only take place during trading hours and subject to legislation (as amended);

5. YOUR RIGHTS TO MAKE CHANGES

5.1. **Before submission of your order:**

Prior to submission of your order you will be allowed to make changes to your selection of Products

5.2. **After submission of your order:**

If you wish to amend your order please [Contact Us](#) as soon as possible. We will confirm whether the change requested is possible. Should it be possible, we will let you know of any changes to the price of the Product, the time of supply and delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with such change.

6. OUR RIGHTS TO MAKE CHANGES

6.1. **Minor changes to the Products: We may change the Products and specifications:**

6.1.1. **to reflect changes in relevant laws and regulatory requirements; and**

6.1.2. **to implement minor technical adjustments and improvements.**

6.2. **More significant changes to the Products and these Terms of Supply (subsequent to delivery of the Products or the Commencement Date): In addition, as we informed you in the description of the Products or Services on our Website, we may make amend to make any changes to these Terms of Supply or the Products or Services, but if we do so, we will notify you and you may then [Contact Us](#) to end the contract and receive a full refund (pro rata for the period not utilised (for purposes of Service)) before the changes take effect.**

7. DELIVERY OF PRODUCTS

7.1. **Delivery costs:**

7.1.1. The costs of delivery will be as displayed in the Shopping Chart as part of the Purchase Cycle before you click on "Place Order".

7.1.2. The delivery costs may vary, depending on the delivery location in the RSA.

7.2. **Delivery of the Products:**

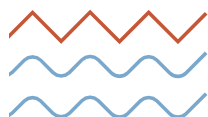
Unless otherwise stipulated in the Product specific T&Cs and subject to availability and receipt of payment, the following provisions will apply:

7.2.1. **If the Products are goods:** If the Products are goods we will deliver them to you –

7.2.1.1. subsequent to receipt of payment;

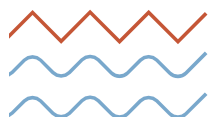
7.2.1.2. as per the estimate date and time of the day as confirmed during the Purchase Cycle;

7.2.1.3. as soon as reasonably possible (in the event of no estimate date); or



CONVERGENCE WINES

- 7.2.1.4. in any event within 30 (thirty) days after the day on which we accept your Purchase Order;
7.2.1.5. by our third party courier services as may be selected by us from time to time.
- 7.2.2. **If once-off Services, i.e. hiring of a venue / Functions:**
Booking of Services is not available on our website Shop, however where any order has been accepted by us for provision of Services, we will begin the services on the date set out in the order, alternatively the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process / as specified under the product specific T&Cs.
- 7.2.3. **All Products must be signed for on delivery by an adult person aged 18 (eighteen) years or older. If no person of that age is present at the address when the delivery is attempted, the Products will be retained by the courier, in which case notification of the attempted delivery will be given to you. The courier service will subsequently arrange a suitable date and time for delivery.**
- 7.3. **We are not liable for any delays in timeous delivery of your Products where such delays are caused by events outside our or our delivery services control: If our supply of the Products is delayed by an event outside our or our courier service provider's control then we will contact you as soon as reasonably possible to let you know and we will take necessary steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may [Contact Us](#) to end the Contract and receive a refund for any Products you have paid for but not received.**
- 7.4. **Collection by you:**
There is no function on our online eShop to select collection, however if you have asked to collect the Products from our Premises and an authorised representative of Convergence Wines (Pty) Ltd has agreed to same, you can collect them from said Premises at any time during our [trading hours](#) of 09:00 – 17:00 on weekdays and 10:00 – 14:00 on Saturdays and public holidays (subject to legislation).
- 7.5. **Delivery at the location you selected:**
We shall deliver the Products at the location set out in your order (during the checkout process) or such other location as we may agree to in writing ("**Delivery Location**"), during business hours (08:00 – 17:00, excluding public holidays and weekends). It is your responsibility to ensure that the address as set out in the Purchase Order is correct.
- 7.6. **If you are not at home at time of delivery:**
It is your responsibility to ensure that there is someone to take delivery of the Products at the Delivery Location. If no one is available at your address to take delivery and the Products cannot be posted through your letterbox, we will leave you a note informing you of how to re-arrange delivery or collect the Products from our Premises.
- 7.7. **If you do not re-arrange delivery:**
If you do not collect the Products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from our Premises we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and paragraph 10.2 below will apply.
- 7.8. **Your legal rights if we deliver late:**
You shall have the following options if we deliver any Products at a location, date and time other as agreed to:
- 7.8.1. Accept the delivery or performance at the location, date and time; or
- 7.8.2. Require the delivery or performance at the agreed location, date and time, if that date and time has not yet passed; or
- 7.8.3. cancel the Contract without penalty by submitting your intention in writing to do so, within 7 (seven) days of such delivery; or
- 7.8.4. **Setting a new deadline for delivery:**
If you do not wish to treat the Contract as at an end subsequent to the above 7 (seven) days written notice, or selected to accept the delivery or performance at the location, date and time, you can give us a new deadline for delivery, which must be reasonable, and you can treat the Contract as at an end if we do not meet the new deadline.
- 7.9. **Ending the contract for late delivery:**
Should you elect to treat the Contract as at an end as a result of the late delivery under paragraph 7.8 above, you can cancel your order for any of the Products or reject any Products that have been delivered by submitting your intention to do so in writing within 7 (seven) days of delivery of such Products. If you so wish, you may reject or cancel the order for some of the Products (but not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Products and their delivery. If the Products have been delivered to you, you must either return them in person to where you bought them, post them back to us in the original packaging you received them in or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please [Contact Us](#) for a return or to arrange for collection.
- 7.10. **Unable to supply Products ordered:**
If we are unable to perform in terms of the Contract on the grounds that the Products ordered are unavailable, we will notify you of this fact and refund any payments within 30 (thirty) days after the date of such notification.
- 7.11. **Acceptance of delivery:**
By accepting delivery of the Products at the agreed Delivery Location (either by signing a delivery note or taking possession of the Products) we assume you had sufficient time to examine the Products delivered and that you are satisfied with the quality and quantity of said Products.
- 7.12. **Transfer of Risk:**
All risk in and to the Products shall transfer to you on the date of delivery of the Products to the address you gave us or you or a carrier organised by you to collect it from our Premises.
- 7.13. **Transfer of Ownership:**
You will own the Product once we receive payment in full.
- 7.14. **at will happen if you do not give required information to us:** We may need certain information from you in order to supply the Products, for example, your physical address. If so, this will have been stated in the description of the



CONVERGENCE WINES

Products on our Website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and paragraph 10.2 below will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not accept any liability for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.15. **Reasons we may suspend the supply of Products to you: We may need to suspend the supply of a Product to:**

7.15.1. **deal with technical problems or make minor technical changes to the Website;**

7.15.2. **update the Products to reflect changes in relevant laws and regulatory requirements; or**

7.15.3. **make changes to the Products requested by you or notified by us to you.**

7.16. **Your rights should we elect to suspend the supply of Products to you:** We will contact you in advance if we elect to suspend the supply of any Products to you, unless the problem is urgent or an emergency. If we have to suspend the Products we will adjust the price so that you do not pay for Products while they are suspended. You may contact us to end the Contract for a Product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 (thirty) days and we will refund any sums you have paid in advance for the Products in respect of the period after you end the Contract.

7.17. **Products delivered in error:**

You must notify us in writing immediately of any Products delivered to you in error. Products shall not be seen as unsolicited Products if delivered in error and we have informed you of said error within 10 (ten) Business Days after delivery and collect same within 20 (twenty) Business Days after such notice or where the delivery is obviously made to you by mistake and you have not informed us of such error in delivery within 10 (ten) Business Days from receipt thereof.

8. YOUR RIGHTS TO END THE CONTRACT

8.1. **You can always end your Contract with us:**

Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the Contract:

8.1.1. If what you have bought is damaged (prior to delivery) or incorrectly described you may have a legal right to end the Contract (or to get the Product replaced or to get some or all of your money back), see paragraph 11 below;

8.1.2. If you want to end the Contract because of something we have done or have told you we are going to do, (see par. 8.2 below).

8.1.3. If you changed your mind about the Product (see par. 8.3 below), you may be able to get a refund if you are within the Cooling-off period and the Product is not excluded, but this may be subject to reasonable deductions and you will have to pay the costs of return of any Products;

8.1.4. In all other cases (if we are not at fault and there is no right to change your mind), see paragraph 8.4 below.

8.2. **Ending the contract because of something we have done or are going to do:** If you are ending a contract for a reason set out in paragraph 8.2.1 to 8.2.5 below, the Contract will end within 7 (seven) days from receipt of your written notice and we will refund you in full for any Products which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1. we have told you about an upcoming change to the Product or these Terms of Supply which you do not agree to (see paragraph 6.1.2 above);

8.2.2. we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;

8.2.3. there is a risk that supply of the Products may be significantly delayed because of events outside our control;

8.2.4. we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 (thirty) days; or

8.2.5. you have a legal right to end the Contract because of something we have done wrong (including because we have delivered late (see paragraph 7.8 above).

8.3. **Exercising your right to change your mind:**

8.3.1. For most Products bought online you have a legal right to change your mind within 7 (seven) days after the date of receipt of the Products or, in terms of Services, conclusion of the agreement ("Cooling-off Period").

8.3.2. **The Cooling-off Period will not apply if any of the Products or Services that are similar to the product and services listed under section 42(2) of the ECT Act including, but not limited to, the supply for foodstuffs, beverages or other goods intended for everyday consumption supplied to the home, residence or workplace of the Consumer (i.e. our wine) or for the provision of accommodation, transport, catering or leisure services and where the supplier undertakes, when the transaction is concluded (Commencement Date), to provide these services on a specific date or within a specific period.**

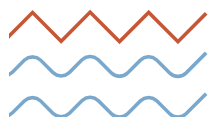
8.4. **Ending the contract where we are not at fault and there is no right to change your mind:**

If you do not have any other rights to end the Contract (see paragraph 0 above), you can still [Contact Us](#) before it is completed and tell us you want to end it. If you do this the Contract will end immediately and we will refund any sums paid by you for Products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) a reasonable compensation as compensation for the net costs and expenses we will incur as

9. HOW TO END THE CONTRACT WITH US

a result of your ending of the Contract. Please take note that you will be responsible for the costs of return.

9.1. **Tell us you want to end the contract:** To end the contract with us, please contact us by one of the following methods:



CONVERGENCE WINES

Phone or email:

Call customer services on +27 (0)21 863 3588, or email us at info@convergencewines.co.za. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.1.1. Online:

Complete the form on our [Contact Us](#) page.

- 9.2. **Returning Products after ending the Contract:** If you end the contract for any reason after Products have been dispatched to you or you have received them, you must return them to us immediately. You must either return the Products in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 27 (0)21 863 3588 or email us at info@convergencewines.co.za for a return or to arrange collection. If you are exercising your right to change your mind you must send off the Products within 14 (fourteen) days of telling us you wish to end the Contract.

- 9.3. **When we will pay the costs of return:** We will pay the costs of return:

- 9.3.1. if the Products are damaged (prior to delivery) or incorrectly described;
- 9.3.2. if you are ending the Contract because we have told you of an upcoming change to the Product or these Terms of Supply, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

In all other circumstances (including where you are exercising your right to change your mind) you must:

- 9.3.3. pay the costs of return;
- 9.3.4. return the Products in the original unopened packaging;
- 9.3.5. if opened – We may charge you for use of the Products during the time in your possession, unless they are Products that are ordinarily consumed, and no such consumption has occurred or any consumption of the Products, unless that consumption is limited to a reasonable amount necessary to determine whether the Products are acceptable to you;

we may charge you on all returns (excluding returns under paragraph 9.3.1) a reasonable amount for the use of the Products.

- 9.4. **What we charge for collection:** If you are responsible for the costs of return and we are collecting the Product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

- 9.5. **How we will refund you:** We will refund you the price you paid for the Products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

- 9.6. **Deductions from refunds:** If you are exercising your right to change your mind:

- 9.6.1. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

- 9.6.2. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3 - 5 Business Days at one cost but you choose to have the product delivered within 24 (twenty four) hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

- 9.6.3. Where the Product is a service, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract;;

- 9.6.4. Where the Service has not yet commenced, however you cancel the Service one week prior to the Commencement date, we may charge you a reasonable cancellation charge

- 9.7. **When your refund will be made:** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- 9.7.1. If the Products are goods and we have not offered to collect them, your refund will be made within 14 (fourteen) days from the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us.

- 9.7.2. In all other cases, your refund will be made within 14 (fourteen) days of you telling us you have changed your mind.

10. OUR RIGHTS TO END THE CONTRACT

- 10.1. **Termination of the Contract should you breach it:** We may end the contract for a Product or Service at any time by writing to you if:

- 10.1.1. you fail to make any payment to us when due and payable and you still fail to make payment within 7 (seven) days of us reminding you that payment is due;

- 10.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products or Services; or

- 10.1.3. you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us.

- 10.2. **You are required to compensate us for any breach of the Contract. If we end the Contract in the situations set out in paragraph 8 above we will refund any monies you have paid in advance for Products we have not provided but we may deduct or charge you a reasonable compensation for the net costs we will incur as a result of your breach.**

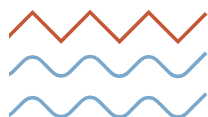
- 10.3. **We may withdraw the Product:** We may write to you to let you know that we are going to stop providing a Product (where you have not received the Product yet) or Service (where the Service has not commenced yet). We will, where reasonably possible let you know in advance of the suspended Services or Products and will refund any sums you have paid in advance for such Products or Services. **Other than the refund you will have no other claim against us or any of our directors or employees.**

11. PROBLEMS WITH THE PRODUCTS OR SERVICE

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Page 5 of



CONVERGENCE WINES

11.1. **How to notify us of any problems relating to the Products or Services:**

If you have any questions or complaints about the Products or Services, please [Contact Us](#) first. You can contact our customer service team at +27 (0)21 863 3588 or write to us at info@convergencewines.co.za

11.2. **Your obligation to return rejected Products:**

If you wish to exercise your legal rights to reject Products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call our customer services on +27 [ADD] or email us at info@convergencewines.co.za to arrange collection.

12. PRICE AND PAYMENT FOR PRODUCTS AND/OR SERVICES

12.1. **The price of Products:**

The price of the Products and Services will be the price as indicated on the checkout -pages when you place your order. We will use all reasonable efforts to ensure that the price of the Products advised to you is correct. However, there might be instances where this is not the case and we refer you to paragraph 12.2.2 below in these instances.

12.2. **VAT:**

12.2.1. All prices and/or costs quoted by us shall be inclusive of all applicable taxes, including VAT. Taxes or other charges, including, but not limited to, transfer fees, bank charges, local taxes and value added taxes in other jurisdictions shall not be deducted from the payments due to us but shall be paid in addition to the fees due to us.

12.2.2. If the rate of VAT changes between your Purchase Order date and the date we supply the Products, we will adjust the rate of VAT that you pay, unless you have already paid for the Products in full before the change in the rate of VAT takes effect.

12.3. **What happens if we got the pricing wrong?**

There is always the possibility that, despite our best efforts, some of the Products or Services we sell/make available may be incorrectly priced. We will normally check prices before accepting your order so that, where the Product or Services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Product or Service's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any monies you have paid and require the return of any Products provided to you.

12.4. **Unexpected price changes:**

It is agreed that should there be a subsequent price increase on the Services or Products where full payment is received only subsequent to the delivery of the Products or Commencement Date of the Services, and such increases are beyond our control, including but not limited to, foreign exchange fluctuations, increased third party products or services, surcharges, taxes, rates or levies, delay caused by any of your instructions, regulatory changes, we shall be entitled to increase the affected Services and/or Product charges accordingly, by the rand value of the increase, but in proportion to the Products provided after written notification to you.

12.5. **Time and method of payments:**

We accept payment in the following manner:

12.5.1. **Credit Card Payments:**

12.5.1.1. Credit card transactions will be acquired for our benefit via PayFast (Pty) Ltd ("PayFast") who is the approved payment gateway for all South African Acquiring Banks.

12.5.1.2. PayFast allows for payment with Visa, Mastercard, Diners or American Express credit cards.

12.5.1.3. PayFast uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored with us. Users may go to <http://www.payfast.co.za> to view their security certificate and security policy.

12.5.1.4. We will store your details separately from your credit card details which are entered by you or your Authorised User on PayFast's secure website. For more detail on PayFast refer to <http://www.payfast.co.za>;

12.5.1.5. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

12.6. **Redemption of Coupon**

12.6.1. Coupons can be redeemed on the our website during the Purchase Cycle.

12.6.2. Coupons will only be available to registered users of our site and where there are credit against the registered user's account (see Refer a Friend / Affiliate clause 13 below);

12.6.3. To redeem the coupon code, you create the coupon once you are logged in and if there are any credits above the amount we will confirm from time to time;

12.6.4. Once created, you type the coupon code into the coupon box of the shopping cart and the relevant discount (as per the credit you wish to use) will be automatically deducted from the final price of the qualifying purchase. If you fail to enter the coupon code at the time of purchase as specified, the purchase will not be eligible for the discount. Discounts may not be claimed after confirmation of your purchase on our website.

12.6.5. Each coupon is valid for a limited time only and expires on the date specified in the email sent to you by us.

12.6.6. Coupons cannot be replaced if emails are deleted.

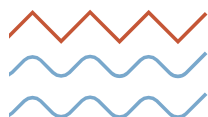
12.6.7. A coupon can only be utilised once.

12.6.8. If a coupon is used and an purchase (in accordance with the cancellation policy) is cancelled at a later stage by you, the coupon will no longer be valid.

12.6.9. The coupon is not necessarily valid for all periods of the year. There may be periods, particularly during the seasons, for which the coupon may not be usable.

12.6.10. We will not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using the coupon, except for any liability which cannot be excluded by law.

12.6.11. We accept no responsibility for late, lost or misdirected email or other communications. We assume no responsibility

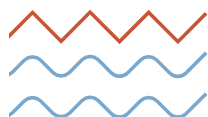


CONVERGENCE WINES

- 12.6.12. for any failure to receive a claim or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then we may modify, cancel, terminate or suspend the coupon.
- 12.7. **Credit Card Refunds**
We will process the refund to your credit card as soon as we receive your returned shipment. Please allow for a period of 30 (thirty) days for the refund to reflect. If you have made payment by any other means we will transfer the refund by way of Electronic Funds Transfer,
- 12.8. **Payment before dispatch:** You are required to pay for the Products before we dispatch them. We will not dispatch any Products unless payment has been made in full.
- 12.9. **What if my invoice is incorrect?**
Should you believe that any part of your invoice is incorrect please [Contact Us](#) promptly to let us know and we will not charge you interest until we have resolved the issue.
- 12.10. We may, in our sole discretion and notwithstanding any instructions by you, appropriate any payment received from or on your behalf to any of your indebtedness to us arising from any cause whatsoever.
- 12.11. **Special Offers**
- 12.11.1. We shall not be liable for the sale of Products at lower prices if such lower prices were increased and you could not, for any reason, conclude a Contract while such prices were at such lower price.
- 12.11.2. Should we supply the wrong Product to you or if the Product is in any way faulty or damaged, we will exchange the Product for the correct/non-faulty/undamaged one. However, if the Product is no longer being offered at the special discounted price, it will not be replaced and we will refund you with the purchase price and delivery costs.
- 12.12. **Records of Transactions**
You will be able to view or print a complete record of your transactions for a period of 12 (twelve) months.

13. REFER A FRIEND

- 13.1. **The Promotion:** for more detail on our Refer a Friend promotion kindly refer to our [FAQ](#);
- 13.2. You need to be a registered user of our site to be able to refer friends, family or colleagues ("Referred Friends") to our Products ("Referral").
- 13.3. You will be able to execute (create unique URL link) said Referral under the Affiliates Tools function (once logged in);
- 13.4. Referred Friends will be able to access relevant discounts ("Discount") offered by us by clicking on the URL link, register with us and acquire our Products. You have sole responsibility for sharing the URL link in accordance with these terms and conditions.
- 13.5. The Discount will only be applicable on the Referred Friends' first Product Order and subject to these Terms of Supply;
- 13.6. **Take note:**
- 13.6.1. **Convergence Wines reserves the right to terminate this promotion at any time, however any credits that You may have built up will still be available to You.**
Convergence Wines reserves the right to deactivate any account after a 12-month period of no purchases. Again, any credits that you may have built up will still be available. Use of Your credits, subsequent to deactivation of Your account, will be possible subsequent to you contacting Us.
- 13.7. **Credits:**
- 13.7.1. You as a registered user can earn credit on your wallet ("Credits") if: (i) a Referred Friend clicks on their referral link to create an account with us that complies with our Terms of Supply; and (ii) the Referred Friend completes their first Product order, or iii) if a Referred Friend click on referral link (without registration on our site) but within 3 (three) days after clicking on referral link via another link from any of our other sites (including social media sites) link and register with us and acquire their first order of our Products.
- 13.7.2. All in-store credits are calculated on purchases excluding VAT.
- 13.7.3. **Take note, other users may also submit a URL link to a Referred Friend (you and another user may have mutual friends). The Credit will only be allocated to the user which URL link the Referred Friend has clicked on last to register and acquire the Products;**
- 13.8. You will be able to access your account to view all Referred Friends under the Affiliates tab (Account Dashboard).
- 13.9. **Redeem Credits:**
- 13.9.1. You will be allowed to redeem you credit against any Product purchase.
- 13.9.2. You will be allowed to request any balance on your Credits in excess of R5000.00 to be paid directly to you. Such payment shall be subject to receipt of the necessary information from you as directed by us from time to time subsequent to receipt of your request to redeem;
- 13.10. Every Discount advertised on our website will be subject to these Terms of Supply. In addition, the Discount will be subject to any specific or bespoke terms notified to you at the time you register for the promotion.
- 13.11. We may also refuse to process any transaction or refuse access to our platform where we deem, in our sole discretion, the transaction or access to be fraudulent, suspicious, in violation of these Terms of Supply, or believe it will impose potential liability on us, our subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents or may be in breach of any law.
- 13.12. No Discount or Credit will be available where any of the parties entitled to same have breach any terms or condition



CONVERGENCE WINES

under these Terms of Supply;

- 13.13. If a User provides a Friend Link to a Referred Friend by email, or via social media private messaging where permitted the email, and/or private message (as applicable) must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members. The Referrer represents that he/she has their prior consent to send such emails and/or private messages.
- 13.14. Bulk email distribution, distribution to strangers, or any other promotion of a Friend Link in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" in our sole discretion is expressly prohibited and may be grounds for immediate termination of your account and deactivation of the Friend Link.
- 13.15. We have a no tolerance spam policy. We have no obligation to monitor the content provided by you; however, we may choose to do so and block any email messages, remove any such content, or prohibit any use of the Platform by the User.
- 13.16. Each User is the actual sender of the emails or social media private messages to Referred Friends and must comply with applicable data protection law. If you do not comply with the law, including laws dealing with unsolicited communications, shall indemnify us against any and all liabilities, costs and expenses it incurs as a result of a breach by you.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

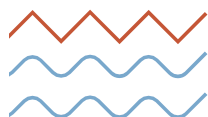
- 14.1. **Limitation of Liability: Unless otherwise determined by law or contract, under no circumstances (including negligence) will we, our subsidiaries, officers, directors, employees, agents or suppliers will not be liable in law or delict for any indirect, incidental, special or consequential damages whatsoever.**
- 14.2. **Our liability to you in connection with any order will not exceed the total price charged for the Products and the delivery costs, however we shall not be liable for any direct damages suffered by you as a result of the inaccurate information you provided to us**
- 14.3. **Liability for damage caused by Products:**
 - 14.3.1. Except for clause 14.3.2, the producer, importer, distributor, retailer or us may be liable for:
 - 14.3.1.1. any death of, or injury to, any natural person;
 - 14.3.1.2. an illness of any natural person;
 - 14.3.1.3. any loss of, or physical damage to, any property, irrespective of whether it is movable or immovable; and
 - 14.3.1.4. any economic loss that results from harm contemplated in paragraph 14.3.1.1 to 14.3.1.3, caused wholly or partly as a consequence of:
 - 14.3.1.4.1. Supply of unsafe products;
 - 14.3.1.4.2. A Product failure, defect or hazard in any Product; or
 - 14.3.1.4.3. Inadequate instructions or warnings provide to the you.
 - 14.3.2. Liability does not arise if:
 - 14.3.2.1. the unsafe Product characteristic, failure, defect or hazard that results in harm is wholly attributable to compliance with any public regulation;
 - 14.3.2.2. the alleged unsafe product characteristic, failure, defect or hazard—
 - 14.3.2.2.1. did not exist in the Products at the time it was supplied by us or any of our Product providers to you; or
 - 14.3.2.2.2. was wholly attributable to compliance by us with instructions provided by the manufacturer or importer who supplied the Products to us or any of our Product providers, in which case subparagraph 14.3.2.2.1 does not apply;
 - 14.3.2.3. it is unreasonable to expect us or any of our Product providers to have discovered the unsafe product characteristic, failure, defect or hazard;
 - 14.3.2.4. damages that may arise as a result of the consumption of our Products; or with reference to clauses 14.3.1.1 to 14.3.1.4, the claim for damages is brought more than 3 (three) years after the death or injury of a natural person; earliest time at which a person had knowledge of the material facts about an illness; or earliest time at which a person with an interest in any property had knowledge of the material facts about the loss or damage to that property; or the latest date on which a person suffered any economic loss.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use your Personal Information in accordance with our [Privacy Policy](#).

16. FORCE MAJEURE

We will not be liable for any default or delay in the performance of our obligations under these Terms of Supply if, and to the extent that, such default or delay is caused by any act of God, war or civil disturbance, court order, legislation, riots or any other circumstance beyond our reasonable control including fluctuations in communications or utility services ("Circumstances of Force Majeure") and provided we are obviously without fault in causing such default or delay, and such default or delay could not have been prevented by us through the use of alternative sources, workaround plans or other means.



CONVERGENCE WINES

17. OTHER IMPORTANT ITEMS

- 17.1. **We may transfer this Agreement to someone else:**
We may transfer our rights and obligations under these Terms of Supply to another organisation.
- 17.2. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee):**
You may only transfer your rights or your obligations under these Terms of Supply to another person if we agree to this in writing.
- 17.3. **Nobody else has any rights under this contract:**
This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4. **If a court finds part of this Contract illegal, the rest will continue in force:**
Each of the paragraphs of these Terms of Supply operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5. **Even if we delay in enforcing this Contract, we can still enforce it later:**
If we do not insist immediately that you do anything you are required to do under these Terms of Supply, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not demand payment immediately but we continue to provide the Products, we can still require you to make the payment at a later date.
- 17.6. **Which laws apply to this contract and where you may bring legal proceedings:**
- 17.6.1. These terms are governed by the Republic of South Africa law.
- 17.6.2. In the event of any dispute arising between you and us, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division (Cape Town)) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
- 17.6.3. Nothing in this par. 17.6 or the Terms of Supply limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

18. DEFINITIONS

- 18.1. **Business Day** means any day other than a Saturday, Sunday or an official public holiday within the Republic of South Africa;
- 18.2. **Consumer** shall have the same meaning attributed to it in terms of the ECT Act;
- 18.3. **CPA** means the Consumer Protection Act, Act 68 of 2008;
- 18.4. **Data Messages** shall have the same meaning attributed to it in terms of the ECT Act;
- 18.5. **ECT Act** means the Electronic Communications and Transactions Act, Act 25 of 2002;
- 18.6. **Premises** means the location as confirmed in our Terms of Use ;
- 18.7. **Products** means the products available for purchase on our website, including, without limitation, our wine;
- 18.8. **Purchase Cycle** means the process by which Products are selected from the website, added to the Shopping Cart, and processed by way of a Purchase Order;
- 18.9. **RSA**: the Republic of South Africa;
- 18.10. **Services** means the services provided by us which includes, without limitation, the sale and delivery of Products to Users on our electronic platform(s) and venue hiring;
- 18.11. **Shopping Cart** means an electronic tool where you may place one or more Products (which will stay there for a predetermined time) which Products will eventually make up your Purchase Order;
- 18.12. **VAT** means value added tax in terms of the Value Added Tax Act, Act 89 of 1991, as amended.

We recommend you print these terms and conditions of supply for your records.