

RICKETY BRIDGE WINERY

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4. HYPERLINKS

- 4.1 No person, business or web site may link to any page on this site without the prior written permission of Ricketybridge.com.

5. FRAMING

- 5.1 No person, business or website may frame this site or any of the pages on this site in any way whatsoever.

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- 6.1 No person, business or website may use any technology to search and gain any information from this site without the prior permission from Ricketybridge.com.

7. DISCLAIMER

- 7.1** Apart from the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, neither Ricketybridge.com nor any of its representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or content provided from and through this web site. Furthermore, Ricketybridge.com makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors to Ricketybridge.com.
- 7.2** This web site is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with Ricketybridge.com that the service available from and through this website will meet the user's individual requirements and be compatible with the user's hardware and/or software.
- 7.3** Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of Ricketybridge.com and users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.
- 7.4** All items purchased from Ricketybridge.com are made pursuant to agreements with shipping and delivery agents and risk of loss pass from Ricketybridge.com to such agents upon delivery of any item to such carrier.
- 7.5** Neither Ricketybridge.com nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use any product sold on this web site.

8. COSTS

- 8.1** Prices
- 8.1.1** The price of each product is displayed with the product. In the event of a sale or special offer, the discounted price is displayed.
- 8.2** Shipping Costs
- 8.2.1** The cost of shipping within the borders of South Africa is determined as follows:
- 8.2.1.1** If the volumetric weight of the goods is less than 15kg shipping will cost R90.00. Every volumetric kilogram thereafter will be charged at R4.00.
- 8.2.1.2** The amount due is calculated automatically when the order is created.
- 8.3** Value Added Tax
- 8.3.1** Value added tax at the rate of 14% is charged on goods bought by South African residents. All prices include value added tax at the rate of 14%.

9. DELIVERIES

9.1 Only inside the borders of South Africa.

9.1.1 All items available now on the Ricketybridge.com site have a delivery time of between 1 to 5 working days, depending on final delivery address.

9.2 Delays and cancellations

9.2.1 Ricketybridge.com makes every effort to assure that the information supplied on the site is accurate. Where delays and out of stock situations occur, every effort will be made to inform the buyer.

10. PAYMENT METHODS

10.1 Credit card payments

10.1.1 At the time of placing the order, the transaction details are presented to the bank and an authorization is obtained for the amount of the order.

10.1.2 Payment is only collected when the order is completed and the goods shipped.

10.1.3 Note that to protect its own and the interests of customers, Ricketybridge.com scrutinizes all transactions very carefully to prevent attempted fraud and a transaction may be refused if Rickety Bridge Winery are not satisfied with its legitimacy.

10.2 Bank deposit payments

10.2.1 If the buyer selects the 'pay via bank deposit' button, instructions will be given on how to deposit monies into the Rickety Bridge Winery bank account and would it be subject to the following rules:

10.2.2 The exact amount must be paid;

10.2.3 The payment must be identified by supplying the order number and surname in the reference section of the deposit slip or on the electronic transfer;

10.2.4 No transfer must be made from ATM's;

10.2.5 No bank deposits are accepted from outside the borders of South Africa;

10.2.6 Unpaid bank deposit orders are cancelled after five business days.

11. AGREEMENTS OF SALE

11.1 Placing an item in a shopping basket or adding it to a wish list without completing the purchase cycle does not:

11.1.1 Constitute an agreement of sale between Ricketybridge.com and user cannot hold Rickety Bridge Winery and or Ricketybridge.com liable if such items are not available when the purchase cycle is completed later, and/or

11.1.2 Constitute an order for such an item; and

11.1.3 Ricketybridge.com may remove such an item from the shopping basket or wishlist if no stock is available.

11.2 An agreement of sale between Ricketybridge.com and a user only comes into effect if and when:

11.2.1 A credit card authorization is received from the issuing bank; or

- 11.2.2 A deposit of an electronic transfer is reflected on Rickety Bridge Winery's bank statement (and only if such payment is received within 5 (five) business days after completion of the purchase cycle); or
- 11.2.3 A direct deposit is reflected on Rickety Bridge Winery's bank statement (and only if such payment is received with 5 (five) business days after completion of the purchase cycle).
- 11.3 Rickety Bridge Winery and or Ricketybridge.com reserves the right to refuse to accept and/or execute an order without giving any reasons. Rickety Bridge Winery and or Ricketybridge.com also reserves the right to cancel orders in whole or in part as circumstance dictate. Rickety Bridge Winery and or Ricketybridge.com shall only be liable to refund monies already paid by the user.
- 11.4 Rickety Bridge Winery and or Ricketybridge.com shall take all reasonable efforts to maintain correct prices. However, should errors occur and items are offered at incorrect prices, Rickety Bridge Winery and or Ricketybridge.com will not be obliged to sell goods at such incorrect prices and shall only be liable to refund monies paid.

12. STOCK AVAILABILITY

- 12.1 Stocks of all goods on offer are limited. Ricketybridge.com shall take all reasonable efforts to discontinue the offer as soon as stock is no longer available. However, should items still be offered after stocks are sold, Rickety Bridge Winery and or Ricketybridge.com shall only be liable to refund monies where it is unable to fulfill orders at advertised prices.

13. SPECIAL OFFERS

- 13.1 Rickety Bridge Winery and or Ricketybridge.com shall not be liable for the sale of items at lower prices if such prices were increased and users and/or purchasers could not, for any reason whatsoever, conclude an agreement of sale while such prices remained low.
- 13.2 If Ricketybridge.com supplies the wrong product or if the product is in any way faulty or damaged, Rickety Bridge Winery and or Ricketybridge.com will exchange it for the correct one. However, if the product is no longer being offered at the special price, it will not be replace and Rickety Bridge Winery and or Ricketybridge.com will refund the purchase price including delivery costs.

14. GUARANTEE

- 14.1.1 Rickety Bridge Winery and or Ricketybridge.com supplies the wrong product or if the product is in any way damaged or faulty as a result of a manufacturing defect, Rickety Bridge Winery and or Ricketybridge.com will exchange it for the correct one with 13 days of notification by the customer. Rickety Bridge Winery and or Ricketybridge.com will make a reasonable effort to exchange the product, but if replacement is not possible Rickety Bridge Winery and or Ricketybridge.com will refund the purchase price including delivery cost. Please note: goods are not guaranteed against faults resulting from normal wear and tear. We reserve the right to insist on the product being returned to Rickety Bridge Winery and or Ricketybridge.com for inspection before refunds take place. Delivery costs for returns resulting from damaged or faulty goods as a result of a manufacturing defect will be paid for by Rickety Bridge Winery and or Ricketybridge.com. Rickety Bridge Winery and or Ricketybridge.com will in all instances arrange for the collection of items by a courier. In the case of a customer returning items because s/he is not satisfied with his/her choice, a collection fee must be paid by the customer before collection is arranged.

- 14.1.2** Special offers: If Rickety Bridge Winery and or Ricketybridge.com supplies the wrong product or if the product is in any way faulty or damaged, Rickety Bridge Winery and or Ricketybridge.com will exchange it for the correct one. However, if the product is no longer being offered at the special price, it will not be replaced and we will refund the buyer's purchase price including delivery costs.
- 14.1.3** If the user is not satisfied with his/her choice and the product is still in mint condition, the user may return it within 7 days of receipt by the customer and Rickety Bridge Winery and or Ricketybridge.com will refund the purchase price (excluding delivery costs).
- 14.2** The warranty set forth in point 14.3.1 above will not apply if the product shows evidence of dropping, mishandling or tampering.

15. GOVERNING LAW

- 15.1** This site is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law.

16. PRIVACY

- Rickety Bridge Winery and or Ricketybridge.com fully respects the privacy of its customers. We will never sell, rent or give out your name, details or email address to anyone. We will use your email address to communicate with you about your orders, any specials, newsletters etc.
- 16.1** Rickety Bridge Winery and or Ricketybridge.com shall take reasonable steps to protect the personal information of Users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: <http://www.policy.org.za/html/govdocs/legislation/2000/act2.pdf>
- 16.2** Rickety Bridge Winery and or Ricketybridge.com may electronically collect, store and use the following personal information of Users:
- 16.2.1** Name and surname;
 - 16.2.2** Birth date;
 - 16.2.3** Gender;
 - 16.2.4** Country of residence;
 - 16.2.5** Closest city;
 - 16.2.6** E-mail address;
 - 16.2.7** IP address; and
 - 16.2.8** I.D. number/passport number.
- 16.3** Rickety Bridge Winery and or Ricketybridge.com collects, stores and uses the abovementioned information for the following purposes:
- 16.3.1** to greet the User when he/she accesses the Ricketybridge.com web site;
 - 16.3.2** subject to the User's consent, inform the User of facts relating to his/her access and use of the Ricketybridge.com website;
 - 16.3.3** subject to the User's consent, inform the User about competitions and special offers from Ricketybridge.com;
 - 16.3.4** to verify the identity of the User when transacting with Ricketybridge.com;
 - 16.3.5** to ensure that the goods are received by the addressee.

- 16.4** Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.
- 16.5** The User may elect not to receive any communications from Ricketybridge.com.
- 16.6** Rickety Bridge Winery and or Ricketybridge.com may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
 - 16.6.1** Rickety Bridge Winery and or Ricketybridge.com shall not disclose personal information from Users unless the User consents thereto;
 - 16.6.2** Rickety Bridge Winery and or Ricketybridge.com shall disclose information without the User's consent only through due legal process; and
 - 16.6.3** Rickety Bridge Winery and or Ricketybridge.com may compile, use and share any information that does not relate to any specific individual.
- 16.7** Rickety Bridge Winery and or Ricketybridge.com owns and retains all rights to non-personal statistical information collected and compiled by Ricketybridge.com.

17. SECURITY

- 17.1** Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorized access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that Rickety Bridge Winery and or Ricketybridge.com suffers any damage or loss.
- 17.2** The user agrees and warrants that its log-in name and password shall:
 - 17.2.1** Be used for personal use only; and
 - 17.2.2** Not be disclosed to any third party.
- 17.3** The user allows Rickety Bridge Winery and or Ricketybridge.com to take all reasonable steps to ensure the integrity and security of the Ricketybridge.com site and back-office applications.
- 17.4** All credit card transactions are Secure Socket Layers encrypted. The company registration documents and the site's registered domain name are checked and verified by
- 17.5** Ricketybridge.com used the M-Web SafeShop secure transaction processing technology and infrastructure. This technology is constantly upgraded and maintained. It encrypts all of your personal information, including credit card number, name and address, so that it cannot be read as the information travels over the Internet.
- 17.6** The SafeShop shopping basket and payment processor is authenticated by means of VeriSign Digital certificate, that enables you to check that your browser really is connecting to the SafeShop infrastructure and not some other server of unknown nature.
- 17.7** Rickety Bridge Winery and or Ricketybridge.com never has any sight or record of your Credit/Debit card number. This information is passed directly from you to your bank via a secure encrypted connection and is not stored at any time by either Ricketybridge.com or SafeShop.

18. CHANGES TO AGREEMENT

- 18.1** Rickety Bridge Winery and or Ricketybridge.com may, in its sole discretion, change this agreement or any part thereof at any time without notice.

19. DISPUTES

- 19.1** In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not resolved through the Customer Relations Department of Ricketybridge.com, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Cape Town in English.

20. DOMICILIUM

- 20.1** Rickety Bridge Winery and or Ricketybridge.com chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

R45, Franschhoek, Western Cape, South Africa

21. TERM AND TERMINATION

- 21.1** This agreement shall commence when the user registers on the Ricketybridge.com site and continues indefinitely until terminated by Ricketybridge.com in terms of clause 17 hereto or for any other reason.