

Website Terms and Conditions of Use

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IT IS IMPORTANT TO NOTE THAT THE USE OF THIS WEBSITE IS SUBJECT TO THE TERMS AND CONDITIONS OF USE SET OUT BELOW. BY USING THIS WEBSITE YOU AGREE TO OBSERVE ALL TERMS & CONDITIONS OF USE, INCLUDING ANY PRIVACY OR OTHER POLICIES WHICH MAY APPEAR ELSEWHERE ON THIS WEBSITE. IF YOU DO NOT AGREE WITH ANY TERM OF THESE TERMS AND CONDITIONS, YOU MUST CEASE YOUR ACCESS OF THIS WEBSITE IMMEDIATELY.

1. Definitions and Interpretation

1.1. "Visconti" depending upon your location means:

1.1.1. Visconti Garment Hanger International Ltd, a company registered according to the laws of Hong Kong with Business Registration Number 674279 (in the case of the Asia Pacific region);

1.1.2. Hanger Holdings Incorporated, a company registered according to the laws of the state of Michigan, USA with registration number EIN 38 361 0450 (in the case of North and South America); or

1.1.3. Polyoak Packaging (Pty) Ltd trading as Visconti, a company registered according to the laws of the Republic of South Africa with registration number 1974/000190/07 (in the case of Africa and the rest of the world).

1.2. "You" or the "user" means any person who accesses this Website for any purpose.

1.3. "Website" means the website of Visconti at URL (including reference to subdomains) www.viscontihangers.com or such other URL as Visconti may choose from time to time.

2. Use Subject to these Terms and Conditions

2.1. Your use of and access to this Website is at all times governed by the terms of these terms and conditions, and by accessing this Website you agree to adhere to the provisions thereof. Your agreement to these terms and conditions will be deemed to have been given on the date when you first accessed this Website.

2.2. If you do not agree to these terms and conditions, you must cease your access of this Website immediately.

2.3. These terms and conditions include Visconti's Privacy Policy, which is included herein by reference.

2.4. Please note that, due to legal and other developments, Visconti may be required to amend these terms and conditions from time to time without notice. It is your duty to remain appraised of the current version of these terms and conditions. Please refer to the last revision date at the top of this document. Continued use of the Website subsequent to any amendments having been affected constitutes your acceptance of the terms and conditions as amended.

3. Content

- 3.1. All information viewed or accessed from this Website are provided “as is” without any warranty, whether expressed or implied unless this is specifically imposed by law.
- 3.2. All material included in the Website is intended for information purposes only and does not represent legal advice. You are hereby placed under notice that you should take appropriate steps to verify such information.
- 3.3. You should not act or refrain from acting on the information contained in this Website without first verifying the information and as necessary obtaining legal and/or professional advice.
- 3.4. The contents of the Website should under no circumstances be seen as a quotation or offer to do business.
- 3.5. Any use of or reliance on this Website, the contents of this Website or the information provided through this Website will be at your sole risk. Visconti makes no representations or warranties whatsoever as to the accuracy of the information contained in this Website.
- 3.6. Visconti does not warrant that this Website or the delivery, hosting and ancillary services or facilities of third party suppliers utilised by Visconti will continue to operate, will operate without interruptions or will be error-free or that it will be free of any software virus or other harmful component. You will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data caused as a result of any use of this Website.

4. Third Party Sites

- 4.1. The Website contains hyperlinks to websites owned and / or operated by third parties. Visconti is not responsible for the content of such websites, and does not endorse or approve the contents thereof.
- 4.2. Visconti consequently does not accept any liability in connection with any third party websites that may be linked to this Website (regardless of whether or not a link has been permitted by Visconti) and is not responsible for the content of any website that is linked to this Website. The fact that a website is linked to this Website does not imply that Visconti sponsors, endorses or is affiliated or associated with the entity that owns or is responsible for the website.

5. Intellectual Property

- 5.1. Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and / or object code and all other works contained in this Website is owned by Visconti, which asserts and reserves all of its rights in this regard. Access to or use of this Website will not in any way result in an assignment or license of any intellectual property owned by Visconti or any other party.
- 5.2. The contents of this Website may not be transmitted, transcribed, reproduced, stored or translated into any other form without the prior written permission of Visconti. However, Visconti permits you to display the content of this Website on your computer provided that:
 - 5.2.1. this is for your personal or your own business use;

5.2.2. you do not modify the content of this material nor make reproductions beyond those made automatically to view the Website; and

5.2.3. this permission may be revoked at any time by Visconti.

5.3. No other use of this Website is permitted. Without restricting the generality of the foregoing, you may not make commercial use of the content of this Website, include the content of this Website in or with any product that you create or distribute, or copy the content of this Website onto your own or another's website, unless as set out in these terms and conditions.

6. Linking, Framing and Crawling

6.1. The express permission in writing of Visconti is required before any hyperlink other than to the Home Page of this Website is created. Permission, if granted, will be subject to the condition that the party linking to this Website alerts users to the application of these terms and conditions. Requests for permission can be emailed to visconti.info@polyoak.co.za.

6.2. Permission to link to this Website is given without assumption of any liability. Visconti reserves the right to withdraw permission granted to link to this Website at any time and for any reason.

6.3. The express permission in writing of Visconti, which may be subject to conditions, is required before this Website, any of its pages and/or any of the information contained on the Website is framed. Requests for permission can be emailed to visconti.info@polyoak.co.za.

6.4. Apart from *bona-fide* search engine operators and use of the search facility provided on the Website for users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Website for any purpose without the prior written consent of Visconti.

7. Security

7.1. Visconti will pursue prosecution of and compensation from any person who delivers or attempts to deliver any destructive code to this Website or attempts to gain unauthorized access to any page on this Website.

7.2. While Visconti takes all reasonable security precautions, no liability will lie for damage caused by the malicious use of this Website or by destructive data or code that is passed on to you through the use of this Website.

8. Personal Information

8.1. Further information regarding the manner in which Visconti respects the privacy of users' personal information is contained in the Privacy Policy.

9. Disclaimer and Indemnity

9.1. Visconti expressly disclaims all liability for any direct, indirect or consequential loss or damage occasioned from the use or inability to use this Website whether directly or indirectly resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise, even if such loss was reasonably foreseeable and Visconti had been advised of the possibility of the same. Consequential and

indirect loss and damage will include but not be limited to loss of profits, loss of goodwill, and wasted expenditure.

- 9.2. You agree to indemnify and hold harmless Visconti, its servants, subcontractors, subsidiaries and affiliates from any demand, action or application or other proceedings, including attorney's fees and related costs such as tracing fees, made by any third party and arising out of or in connection with your use of or access to this Website.

10. Jurisdiction

- 10.1. These terms and conditions are governed by and construed in accordance with the law of the Republic of South Africa; you and Visconti both agree to submit any dispute arising out of the use of this Website to the exclusive jurisdiction of the courts of the Republic of South Africa.

11. General

- 11.1. These terms and conditions contain the record of the entire agreement between users and Visconti in respect of access to and use of the Website.
- 11.2. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions which will remain in full force and effect.
- 11.3. Visconti's omission to exercise any right under these terms and conditions will not constitute a waiver of any such right unless expressly accepted by Visconti in writing.
- 11.4. Notwithstanding the fact that hyperlinks in these terms and conditions to certain documents should be deemed part of these terms and conditions in terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002, the fact that some or all of the hyperlinks may be non-operational, will not play a role in determination of the validity and interpretation of these terms and conditions.

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