	DOCUMENT NUMBER	ISSUE NUMBER	REVISION DATE	CLASSIFICATION
	AS-GEN-2-026-001	01	2021/07/02	INTERNAL / EXTERNAL
TITLE:	AEROSUD WEBSITE TERMS AND CONDITIONS AND DISCLAIMERS			

AEROSUD WEBSITE TERMS AND CONDITIONS AND DISCLAIMERS

This Terms and Conditions applies to the Aerosud Group, which consists of Aerosud Holdings (Pty) Ltd, Aerosud Aviation (Pty) Ltd and Aerosud Technology Solutions (Pty) Ltd, hereinafter together referred to as “Aerosud” and/or “the Company”

1. Please review the terms of use of this site carefully

Your use of this site indicates your acceptance of these terms and your agreement to follow and be bound by them. You may not use the site if you do not agree to be bound by these terms. In the event that you do not wish to be bound by these terms and conditions, please exit this website as you may not access, display, use, download, copy or distribute any of the content of this website. We may periodically change the terms, without notice, so kindly check them from time to time as your continued use of the site signifies your acceptance of any changed terms.

2. Information

While we make reasonable efforts to provide accurate and timely information about Aerosud and associated companies on this site. Aerosud does not warrant or represent that the information is always updated and correct, therefore, the onus lies on you to verify any information before use. Aerosud does not warrant that this website is uninterrupted, virus and default free. It is the responsibility of the User to ensure that his/her device, hardware and/or software are compatible with this website.

3. Privacy Policy

Your privacy is very important to Aerosud and therefore any information that you provide to us will be securely stored. Aerosud may use your information to contact you for marketing purposes. You are entitled, at any stage, to opt out of this service.

Aerosud does not sell or rent personal information about individual members (such as name, address, email address, telephone or fax number) to third parties. We do however reserve the right to disclose information regarding our members and usage of the site to each other and, amongst others, business partners and affiliates, including, but not limited to, the Aerosud Group, its advertisers, suppliers and other selected third parties. Aerosud may disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as required by law.


4. Intellectual Property

Aerosud retains all rights in all material, including Aerosud logos, brand, trademarks and copyright, which form part of the site.

All data and information communicated to or from the site and/or any site information and database remain and shall be the sole property of Aerosud.

Aerosud grants you permission to view, electronically copy and print in hard copy portions of the site for the sole purpose of browsing the site and placing an order, for your personal use only.

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and/or copyright owner (if applicable) is strictly prohibited and constitutes an unlawful infringement of the intellectual property rights of Aerosud and/or such trademark and/or copyright owner.

5. Advertising and Links

Should this website provide a link to another website, the use of such other linked website must not be construed to constitute a relationship between Aerosud and any linked third party or any endorsement by Aerosud of such third party and use of or reliance on any external links provided is at your own risk.

Advertising and other promotional material will appear on the site from time to time. You shall not interpret such advertising or promotional material as constituting any relationship between Aerosud and any third party placing such advertising or promotional material on the site or any endorsement by Aerosud of such third party and use of or reliance on any such material is entirely at your own risk.

6. Disclaimers and Exclusions of Liability

You expressly agree that use of the site or the Internet is entirely at your own risk. The site and its contents are provided on an "as is" and "as available" basis and Aerosud makes no representations or warranties of any kind, whether express or implied, including without limitation with respect to the site, its contents, the accuracy thereof, or any warranties or representations regarding the effectiveness of any security or encryption facilities or regarding the availability of products and/or delivery arrangements and times.

Aerosud disclaims all representations and warranties, including but not limited to warranties as to the availability, accuracy or content of information, products or services, and warranties of merchantability or fitness for a particular purpose of information, goods or services.

Aerosud does not warrant that the functions provided by the site will be uninterrupted or error free, or that the site or the server that makes it available are free from viruses or other harmful components.

Aerosud, its directors, employers, designees, agents, representatives, affiliates and suppliers shall not be liable for any loss, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered as a result of or which may be attributable, directly or indirectly, to the use of or reliance upon the site (including any information contained thereon) or the Internet.

You will indemnify Aerosud and keep them fully indemnified from and against any loss or damage suffered or liability incurred, including without limitation in respect of any claim or demand by any third party by reason of any act or omission on your part or that of any family member, agent or representative acting on your behalf in connection with transactions concluded on the site and/or in terms of this Agreement and/or in relation to receipt of Products or services supplied by Aerosud pursuant to any such order.


Notwithstanding any other provisions contained herein, Aerosud liability whether in contract or delict arising from any breach of any obligation in terms of this Agreement, negligence or otherwise shall not exceed at any time more than double the monetary value of the order in respect of which any such dispute or claim arises.

7. General Terms

The content contained on the site may be used by you for your own personal, non-commercial shopping and information purposes only.

In using the site, you agree not to infect it with any computer programming (such as a virus) that may damage, interfere with, delay or intercept any data or information on the site and you shall indemnify Aerosud for any damage caused by any such act attributable to you.

Aerosud may suspend the site or any part thereof or terminate your account at any time if it is deemed that you are not using the site in compliance with this agreement or if Aerosud believe the information provided by you is untrue, inaccurate or incomplete.

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In any provision of this Agreement is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining terms. This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof. Any indulgence or extension of time granted by Aerosud to you shall not be construed as a waiver or variation of any of our rights or remedies.

At the option of Aerosud, any dispute arising out of the Agreement may be brought in any Magistrates' Court of competent jurisdiction notwithstanding that the amount in issue may exceed the jurisdiction of such court. This Agreement is governed by the laws of the Republic of South Africa.