

Terms & Conditions

Introduction

These Terms and Conditions and your use of the Site are governed by and construed in accordance with the laws of South Africa. This website is hosted in South Africa. If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in South Africa, then through your continued use of the Site, you are transferring your data to South Africa, and you expressly consent to have your data transferred to and processed in South Africa.

By accessing this Website in any way, you shall be deemed to have read, understood and agree to be bound by all these terms and conditions and that you accepted all the Terms and Conditions unconditionally. Therefore kindly ensure that you understand the contents hereof and refrain from using this Website if you do not agree to the Terms and Conditions.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms and Conditions prior to you using the Site.

Use of this website

Only registered users may order products on the Website.

By using the Site, you represent and warrant that:

All registration information you submit will be true, accurate, current, and complete;

You will maintain the accuracy of such information and promptly update such registration information as necessary;

You have the legal capacity and you agree to comply with these Terms and Conditions;

You are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site;

You will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;

You will not use the Site for any illegal or unauthorized purpose;

Your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

User Registration

You may be required to register with the Site. You will be required to provide a unique username and password and provide certain information and personal details to Triga. You will need to use your unique username and password to access the Website in order to purchase products. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site

or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.

Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.

Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.

Use a buying agent or purchasing agent to make purchases on the Site.

Use the Site to advertise or offer to sell products and services.

Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise.

Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.

Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.

Engage in unauthorized framing of or linking to the Site.

Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

Make improper use of our support services or submit false reports of abuse or misconduct.

Attempt to impersonate another user or person or use the username of another user.

Sell or otherwise transfer your profile.

Use any information obtained from the Site in order to harass, abuse, or harm another person. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.

Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.

Delete the copyright or other proprietary rights notice from any Content.

Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any

spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

Use the Site in a manner inconsistent with any applicable laws or regulations.

Pricing

"List Price" means the suggested retail price of a product. With respect to products sold by Triga, we cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items in our catalogue may be mispriced. If the correct price of an item sold by Triga is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. When submitting the order, we charge your credit card and will then arrange for a refund in the aforementioned scenario in compliance with Financial Intelligence Centre Act 38 of 2001.

Payment

We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

Payment methods

Credit card:

Where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the products will be cancelled. ***You warrant that you are fully authorised to use the credit card supplied for purposes of paying the products. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;***

Direct bank deposit or electronic funds transfer:

If you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. Triga will not process your order if payment has not been received;

Instant EFT:

You may contact us to obtain a full record of your payment. We will also send you email communications about your order and payment.

When you have selected your payment method (save for direct bank deposit), you will be directed to a link to a secure site for payment of the applicable purchase price for the products.

Delivery of products

Triga make use of a courier services for delivery of products to you.

Our delivery charges that include taxes and other fees that may be relevant are subject to change at any time, without prior notice to you. You will see the applicable delivery charges in your cart when you check out.

On acceptance of your order, Triga will deliver the products to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment ("Delivery Period"). We will notify you if we are unable to deliver the products during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the products. If you elect to cancel your order, we will reimburse you for the purchase price and such reimbursement will be in accordance to the stipulations of the Financial Intelligence Centre Act 38 of 2001.

Triga's obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. Triga is not responsible for any loss or unauthorised use of a product, after it has been delivered to the physical address nominated by you.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

Electronic Communications, Transactions, and Signatures

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the site.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Third-Party Websites and Content

The Site may contain (or you may be sent via the Site) links to other websites (“Third-Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (“Third-Party Content”).

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

Product descriptions

Triga attempts to be as accurate as possible when describing the products. However, Triga does not warrant that product descriptions or other content of any products are accurate, complete, reliable, current, or error-free. If a product offered by Triga itself is not as described, your sole remedy is to return it in unused condition.

Corrections

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

Privacy Policy

We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.

Should you decide to register as a user on the Website, we may require you to provide us with personal information which includes but is not limited to: your name and surname; your email address; your physical address; your gender; your mobile number and your date of birth.

Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.

You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

We will not, without your express consent and subject to conditions contained herein use your personal information for any purpose other than in regard to the ordering, sale and delivery of Products. Contact you regarding current or new products or services or any other products offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us). Inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us); and to improve our product selection and your experience on our Website by, for example, monitoring your browsing habits, or tracking your sales on the Website; or disclose your personal information to any third party other than to our employees and/or third party service providers who assist us to interact with you via our Website, email or any other method, for the ordering of products or when delivering Products to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently. To our divisions, affiliates and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new products or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us). To law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions. To our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit. To our suppliers in order for them to liaise directly with you regarding any faulty products you have purchased which requires their involvement.

We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, Triga is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

We will ensure that all of our employees, third party service providers, divisions, affiliates and partners (including their employees and third party service providers) having access to

your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.

We care about data privacy and security. Please review our Privacy posted on the Site. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions.

Copyright

The contents of the Website, source codes, including any material, information, data, databases, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("**Website Content**") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Triga, its advertisers and/or sponsors and/or is licensed to Triga.

You will not acquire any right, title or interest in or to the Website or the Website Content.

Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content contact us via our contact us page.

Where any of the Website Content has been licensed to Triga or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

Disclaimer

The site is provided on an as-is and as-available basis. You agree that your use of the site and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to the site and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the site, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, any hyperlinked website, or any website or mobile application

featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.

As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

Limitations of Liability

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site, even if we have been advised of the possibility of such damages.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: use of the Site; breach of these Terms and Conditions; any breach of your representations and warranties set forth in these Terms and Conditions; your violation of the rights of a third party, including but not limited to intellectual property rights; or any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Governing law and jurisdiction

These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

In the event of any dispute arising between you and Triga, 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.

Delivery of Notices

Triga hereby selects, 93 Odendaal Street, Durbanville, Cape Town, 7550 as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions (“legal address”). Triga may change this address from time to time by updating these Terms and Conditions.

You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving Triga not less than 7 days’ notice in writing.

Notices must be sent either by hand, prepaid registered post or email and must be in English. All notices sent:

By hand will be deemed to have been received on the date of delivery;

By prepaid registered post, will be deemed to have been received 10 days after the date of posting;

By email will be deemed to have been on the date indicated in the “Read Receipt” notification. *All email communications between you and us must make use of the “read receipt” function* to serve as proof that an email has been received.

Information

1. For the purposes of the Electronic Communications and Transactions Act 25 of 2002, Triga’s information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:
 1. **Full name:** Triga Systems (Pty) Ltd, a private company registered in South Africa with registration number 2015/208178/07
 2. **Main business:** Display systems and related products.

Physical address for receipt of legal service (also postal and street address): 93 Odendaal Street, Durbanville, Cape Town, 7550, (marked for attention: CEO and Legal)

1. **Office bearers:** Alphonso Pierre Nicolai du Toit, Thora Stephanie du Toit, Steyn Schneider
2. **Phone number:** +27 21 946 4270
3. **Email address:** contactus@trigasystems.com
4. **PAIA:** The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 is as posted on the website. Third Party Sellers’ information is available in the relevant Product listing and/or via the customer support centre contactable via contactus@trigasystems.com.

Term and Termination

These Terms and Conditions shall remain in full force and effect while you use the Site. Without limiting any other provision of these terms and conditions, we reserve the right to,

in our sole discretion and without notice or liability, deny access to and use of the site (including blocking certain ip addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms and conditions or of any applicable law or regulation. We may terminate your use or participation in the site or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

General

Triga may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.

You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

Any failure on the part of you or Triga to enforce any right in terms hereof shall not constitute a waiver of that right.

If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Although we are not legally required to act according to the Laws such as the U.S. Children's Online Privacy Protection Act, we will however as far as possible and in good faith, without accepting any liability or bounding ourselves to any of these stipulations governed by these Laws, will, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

These Terms and Conditions contain the whole agreement between you and Triga and no other warranty or undertaking is valid, unless contained in this document between the parties.

Contact Us

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at: contactus@trigadisplays.com.