



BREWHOGS (PTY) LTD, REG NUMBER: 2013/126036/07

TERMS & CONDITIONS

OVERVIEW & GENERAL CONDITIONS / RESTRICTIONS

This online store is owned & operated by Brewhogs (PTY) Ltd

By visiting our site and/ or purchasing something from us, you engage in our "service" & agree to be bound by the following Terms & Conditions. These Terms & Conditions apply to all users of/ visitor to the site, & you agree to be bound by these Terms & Conditions. If you do not agree to all the Terms & Conditions of this agreement, you may not access the website or use any of its services.

We reserve the right to update, change or replace any part of these Terms & Conditions at any time. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on the online e-commerce platform WooCommerce.

See <https://woocommerce.com/> for more details.

By agreeing to these Terms & Conditions, you acknowledge that you are 18 years of age, or older.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

We reserve the right to refuse service to anyone whatsoever, without offering reasons therefore.

You understand that your content (not including credit card information), may be transferred unencrypted & involve (a) transmissions over various networks; & (b) changes to conform & adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. Please see out POPI Privacy Policy.

Being in South Africa, the currency of choice is ZAR (South African Rand)

PAYMENT OPTIONS ACCEPTED

- Visa & MasterCard Credit Cards
- Instant EFT

- Mobicred
- Masterpass
- Snapscan
- Maestro & Visa Electron Debit Cards
- SCode

CARD ACQUIRING & SECURITY

Card transactions will be processed by PayFast, an approved payment gateway for all South African Acquiring Banks. PayFast uses the strictest form of encryption, & no Card details are stored on the website. Users may go to www.payfast.co.za to view their security certificate & security policy, or click <https://www.payfast.co.za/security-fraud>

ACCURACY OF INFORMATION

All information captured by you on this site must be accurate, complete & current.

The information provided on this site is for general information only & should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

We reserve the right to modify the contents of this site from time to time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

We reserve the right to refuse any order you place with us. Such orders may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made.

You agree to provide current, complete, & accurate purchase & account information for all purchases made at our store. You agree to promptly update your account & other information, including your email address & credit card numbers & expiration dates, so that we can complete your transactions & contact you as needed.

PRICES, STOCK AVAILABILITY & STORAGE

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of any service whatsoever.

Certain products may be available exclusively online through this website. These products or services may have limited quantities & are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours & images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We do not warrant that the quality of any products, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

All Brewhogs Craft Beers are unpasteurised, & by their very nature, prone to spoiling in direct sunlight, or extended periods of exposure to warm temperatures. They are stored refrigerated at the brewery, and are carefully shipped so as to not expose them to direct sunlight or excessive heat. Upon receipt, they must be refrigerated immediately, and stored refrigerated to ensure that they remain at their best for the full shelf life, as printed on the can.

THIRD PARTY SERVICE PROVIDERS & LINKS

These include, but are not limited to WooCommerce, Payfast, and our courier IT company of choice, uAfrica, who utilise multiple Courier companies to carry out deliveries. We may provide you with access to third-party tools for such Third Party Service Providers, over which we neither monitor nor have any control nor input.

You acknowledge & agree that we provide access to such tools "as is" & "as available" without any warranties, representations or conditions of any kind & without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third party service provider tools.

Any use by you of optional tools offered through the site is entirely at your own risk & discretion & you should ensure that you are familiar with & approve of the terms on which tools are provided by the relevant third-party service providers.

We may also, in the future, offer new services and/or features through the website (including, the release of new tools & resources). Such new features and/or services shall also be subject to these Terms & Conditions.

Certain content & products available via our service may include materials from third party service providers.

Third party service provider links on this site may direct you to their websites. We are not responsible for examining or evaluating the content or accuracy & we do not warrant & will not have any liability or responsibility for any third party service provider material or website, or for any other material or products of third party service providers.

We are not liable for any harm or damages related to the purchase or use of goods, or any other transactions made in connection with any third party service provider websites. Please review carefully the third party service provider's policies & practices, & make sure that you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third party service provider products should be directed to the third party service provider.

PROTECTION OF PERSONAL INFORMATION (POPI)

Your submission of personal information through the store is governed by our Privacy Policy. Click her <https://www.hogshead.co.za/docs/POPI-Policy-Privacy-Statement.pdf> to view our Privacy Policy.

ERRORS, INACCURACIES & OMISSIONS

Occasionally there may be information on our site or in the service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions,

pricing, promotions, offers, product shipping charges, transit times & availability. We reserve the right to correct any errors, inaccuracies or omissions, & to change or update information or cancel orders if any information in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the service or on any related website, should be taken to indicate that all information in the service or on any related website has been modified or updated.

PROHIBITED USES

In addition to other prohibitions as set forth in these Terms & Conditions, you are prohibited from using the site or its content:

- for any unlawful purpose;
- to solicit others to perform or participate in any unlawful acts;
- to violate any national or international regulations, rules, laws, or local by-laws;
- to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- to submit false or misleading information;
- to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the Internet;
- to collect or track the personal information of others;
- to spam, phish, pharm, pretext, spider, crawl, or scrape;
- for any obscene or immoral purpose; or
- to interfere with or circumvent the security features of the service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the service or any related website for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service & all products & services delivered to you through the service are (except as expressly stated by us) provided 'as is' & 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, & non-infringement.

In no case shall Brewhogs, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. If, for whatsoever reason, the exclusion or the limitation of liability for consequential or incidental damages is legally not allowed, our liability shall be limited to the maximum extent permitted by law.

INDEMNIFICATION

You agree to indemnify, defend & hold harmless Brewhogs & our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns & employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms & Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms & Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, & the unenforceable portion shall be deemed to be severed from these Terms & Conditions, such determination shall not affect the validity & enforceability of any other remaining provisions.

TERMINATION

The obligations & liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms & Conditions are effective unless & until terminated by either you or us. You may terminate these Terms & Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms & Conditions, we also may terminate this agreement at any time without notice & you will remain liable for all amounts due up to & including the date of termination; and/or accordingly may deny you access to our services (or any part thereof).

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver of such right or provision.

These Terms & Conditions & any policies or operating rules posted by us on this site or in respect to the service constitutes the entire agreement & understanding between you & us & govern your use of the service, superseding any prior or contemporaneous agreements,

communications, & proposals, whether oral or written, between you & us (including, but not limited to, any prior versions of the Terms & Conditions).

Any ambiguities in the interpretation of these Terms & Conditions shall not be construed against the drafting party.

COUNTRY OF DOMICILE

This website is governed by the laws of South Africa & Brewhogs 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 as:

50 Barbeque Corner
Dytchley Road
Barbeque Downs
Kyalami
GAUTENG

CHANGES TO TERMS & CONDITIONS

You can review the most current version of the Terms & Conditions at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms & Conditions by posting updates & changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms & Conditions constitutes acceptance of those changes.