

Terms of Agreement

- BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (I) AT LEAST 18 YEARS OF AGE OR (II) LEGAL AGE TO FORM A BINDING CONTRACT WITH LITT TECH, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

These terms of sale (these "Terms") apply to the purchase and sale of products and services through www.litttech.co.za (the "Site"). These Terms are subject to change by Litt Technologies Pty Ltd. and/or its affiliates (referred to as "us", "we", or "our" as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Site, and you should review these Terms before purchasing any product or services that are available through this Site. Your continued use of this Site after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You should also carefully review our Privacy Policy before placing an order for products or services through this Site (see Section 9).

- Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept any orders in our sole discretion. After having received your order, we will send you a confirmation email with your order number and details of the items you have ordered. Acceptance of your order and the formation of the contract of sale between Litt Tech and you will not take place unless and until you have received your order confirmation email. Please refer to Litt Tech Return & Refund Policy for cancellation policy.
- Prices and Payment Terms.
 - All prices posted on this Site are subject to change without notice. The price charged for a product or service will be the price in effect

at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

- Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept payment methods offered through the Site. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.
- Shipping and delivery. Please check Litt Tech's Shipping Policy for more details. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.
- Returns and Refunds. Please refer to Litt Tech's Return & Refund Policy for more details.
- Limited Warranty. We provide a limited warranty for purchases on www.litttech.co.za, please refer to Litt Tech's Warranty Policy for more details.
- Goods Not for Resale or Export. You agree to comply with all applicable laws and regulations of South Africa, including all Export Regulations, as defined below. You represent and warrant that you are buying products or services from the Site for your own personal or household use only, and not for resale or export. Products and services purchased from the Site may be controlled for export purposes by export regulations, including but not limited to, National Conventional Arms Control Act, 2002 of South Africa, Regulation (EC) No 428/2009, the Export Control Reform Act of 2018 (ECRA) (Title XVII, Subtitle B of Pub. L. No. 115-232), the Export Administration Regulations (15 C.F.R. 768-799) for which ECRA is permanent statutory authority, the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations (collectively, "Export Regulations").

- Intellectual Property Use and Ownership. You acknowledge and agree that:
 - All uses on this Site of the terms “sell,” “sale,” “resell,” “resale,” “purchase,” “price” and the like mean the purchase or sale of a license. Each product and service marketed on this Site is made available solely for license, not sale, to you.
 - You will comply with all terms and conditions of the section for any product or service you obtain through this Site, including, but not limited to, all confidentiality obligations and restrictions on resale, use, reverse engineering, copying, making, modifying, improving, sublicensing and transfer of those licensed products and services.
 - You will not cause, induce or permit others’ noncompliance with the terms and conditions of any of these products in terms of intellectual property use and ownership.
 - Litt Tech and its licensor(s) is/are and will remain the sole and exclusive owners of all intellectual property rights in and to each product and service made available on this Site and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and trademarks and other intellectual property rights. You do not and will not have or acquire any ownership of these intellectual property rights in or to the products or services made available through this Site, or of any intellectual property rights relating to those products or services.
- Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy and PAIA Manual, governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.
- Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any of your obligations to make payments to us hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party’s (“Impacted Party”) reasonable control, including, without limitation, the following force majeure events (“Force Majeure Event(s)”): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, or explosion; (c)

war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it under this Section 10, the either party may thereafter terminate this Agreement upon 5 days' written notice.

- Governing Law and Jurisdiction.
 - In the event of any dispute arising from or relating to the Terms of Sales, including but not limited to the interpretation, performance, or termination of this agreement, the laws of the South Africa shall govern the resolution of such disputes, excluding its conflicts of law principles.
 - Any legal action, suit, or proceeding arising out of or relating to the Terms of Sales shall be brought exclusively in the courts of South Africa, and the parties hereby consent to the exclusive jurisdiction of those courts for the purpose of resolving such disputes.
 - You agree to an adjudication on an individual basis. In any dispute, NEITHER YOU NOR LITT TECH WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER.

- If any provision of this governing law agreement and jurisdiction is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.
- Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 13 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.
- No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Litt Tech.
- No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.
- Notices.
 - To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.
 - To Us. Email: info@litttech.co.za
- Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.
- Entire Agreement. Our order confirmation, these Terms, other agreements relating to any product or service you obtain on or through this Site, our Website Terms of Use and our Privacy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.