

TERMS & CONDITIONS OF USE

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- 1.1. PELICAN SYSTEMS shall mean PELICAN SYSTEMS PTY.

2. USAGE

- 2.1. By using the Pelican Systems web site in any way, for any reason whatsoever, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Web site if you do not agree to be bound by the Terms and Conditions.
- 2.2. This web site is intended to provide the user with information regarding Pelican Systems its products & service.
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- 5.2. It is expressly prohibited for any person, business, entity or web site to link to any page other than the home page of this web site, without the prior written approval of Pelican Systems.
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- 5.4. You are not permitted to "deep link" to this web site.

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- 6.1. Pelican Systems may provide links to the user only as a convenience and the inclusion of any link does not imply Pelican Systems endorsement of such sites and as such are not responsible or liable for the information, material or contents, maintenance of, or activities conducted on, any web site to which this web site provides a link.
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8. CHANGES AND AMENDMENTS

- 8.1. Pelican Systems reserves the right, in its sole discretion, to alter and/or amend any criteria or information contained in this web site without prior notice.
- 8.2. Users undertake to check the Pelican Systems web site frequently to acquaint themselves with the changes and/or amendments in the information supplied on the web site.
- 8.3. If you use this Web site after such updated or amended Terms and Conditions have been displayed on this Web site, you will be deemed to have accepted such updates or amendments.

9. AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

- 9.1. No information or data on this web site is an offer, but merely an invitation to purchase products.
- 9.2. Data messages, such as e-mail, are only deemed to have been received by Pelican Systems once replied to and such a reply does not include an auto-reply.

10. REQUIREMENTS OF SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT NO. 25 OF 2002

- 10.1. The full name and legal status of the web site owner is: Pelican Systems Pty.
Reg. No _1998/024511/07
- 10.2. The full web site address is [http:// www.pelican.co.za](http://www.pelican.co.za)
- 10.3. Office bearers of Pelican Systems
Directors: Rodney Lloyd Gould; Hannes Van De Walt
Secretary: Michael Todd
- 10.4. Physical address for receipt of legal service:
793/765 North Coast Road; Redhill, Durban
- 10.5. Main business: Building Interior Systems

11. SEVERABILITY

- 11.1. These Terms and Conditions of Use constitute the entire agreement between Pelican Systems and you, the user of this web site. Any failure by Pelican Systems to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.
- 11.2. In the event that any term or condition of the use of this web site is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

12. APPLICABLE AND GOVERNING LAW

- 12.1. This web site is hosted, owned, controlled and operated from the Republic of South Africa, and thus the South African Law governs the use or inability to use this web site and these terms and conditions.
- 12.2. You consent to the jurisdiction of the South African courts for any dispute that may arise out of these Terms and Conditions.

13. CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI

If you have any questions, queries or wish to request permission to use any part of this web site, including, linking, framing, or searching, please contact us at:

- 13.1. Physical address:

793/765 North Coast Road; Redhill, Durban

- 13.2. Postal Address:

P.O. Box 40620; Redhill; 4071, South Africa