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WEBSITE TERMS OF USE & PRIVACY POLICY

All references to Vulcan Steel Manufacturing (Pty) Ltd, "we", "us", "our" and Vulcan Steel in these terms and conditions are deemed to refer to Vulcan Steel Manufacturing (Pty) Ltd, registration number 1997/003879/07, its subsidiaries, affiliates, employees, servants and/or agents. All references to "you" are deemed to be refer to any subscriber, user, or visitor of this Website.

Vulcan Steel permits the use of this Website subject to the terms and conditions below ("the Terms and Conditions"). By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions. It should be noted that the use of different parts of this Website may be subject to different terms and conditions as indicated on that part of the Website. In that event, the Terms and Conditions shall apply simultaneously with the said different terms and conditions and in the event of a conflict, the Terms and Conditions will prevail.

Furthermore, the products and services provided by Vulcan Steel to you from time to time will be subject to additional terms and conditions, namely the Trading Terms and Conditions of Vulcan Steel ('the TT&C'), which is available on the Vulcan Steel website as well as such usage instructions that may be supplied with such products ('Usage Instructions'). In such instances, your use of such products and services will be subject to the TT&C and the applicable Usage Instructions. In that event, the Terms and Conditions shall apply simultaneously with the TT&C and the applicable Usage Instructions and be the entire agreement between us and you to the exclusion of any other document or undertaking, whether verbal or in writing. In the event of a conflict, the Terms and Conditions prevail.

MATERIALS ON THE WEBSITE

The material contained on this Website is for general information purpose only and does not constitute instructions, advice, or recommendations of any nature.

Any of the information, services or products on this Website may be changed or varied by Vulcan Steel without prior notice and it is your duty to check this Website for the latest version before entering any transaction (as defined in the Consumer Protection Act, Act 68 of 2008 – ‘the CPA’) with us. Any views or statements made or expressed on this Website are not necessarily the views of Vulcan Steel.

COPYRIGHT

The contents of this Website, including any software, icons, text, links, graphics, layouts, images, sound clips, trade names, logos, trademarks and service marks are protected by law, including but not limited to copyright, patent and trade mark law, and are owned by or licensed where applicable to Vulcan Steel. Any unauthorised use, distribution or reproduction of the said contents is prohibited.

DISCLAIMERS

This Website is provided to you "as is". While Vulcan Steel takes reasonable measures to ensure that the contents of this Website are accurate and complete, Vulcan Steel makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability, or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website and/or any other website to which this Website may be linked.

Any person who accesses this Website or relies on this Website or on the information contained in this Website does so at his or her own risk. It shall be incumbent on such person to address any queries or misapprehension to Vulcan Steel (via the ‘Contact Us’ icon) before proceeding with any reliance or transaction.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, Vulcan Steel also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code (“Viruses”) which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software (“*Computer Equipment*”) in any way.

Vulcan Steel does not accept any responsibility for any errors or omissions on this Website.

LIMITATION OF LIABILITY

Vulcan Steel shall in no way be liable for any direct, indirect, incidental, special or consequential injury, loss or damages which might arise from your use of, or reliance upon, any material or content contained in the Website or any linked website, or any inability to use the Website, or any unlawful activity on the Website, even if Vulcan Steel was aware or has been advised of the possibility of such loss, expense, claim or damages. You hereby indemnify Vulcan Steel against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this Website or the receipt by you of an electronic mail from Vulcan Steel or one that purports to emanate from Vulcan Steel and the burden of proof will be on you to prove that it did in fact emanate from Vulcan Steel.

LINKS TO AND USE OF OTHER WEBSITES

Despite the fact that this Website may refer to or provide links to other websites, your use of such other websites is entirely at your own risk, and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such other websites or your reliance on any information contained thereon.

LINKING TO THIS WEBSITE

You are not allowed to provide a link from any website to this Website without the written permission of Vulcan Steel.

You are not permitted to "deep link" to this Website or to "frame" any part of this Website.

PRIVACY POLICY

You are under no obligation to disclose personal information (As defined in the Protection of Personal Information Act, Act 4 of 2013 – *'the POPI'*) to Vulcan Steel. Any information, which you do provide to Vulcan Steel Manufacturing (Pty) Ltd via this Website, whether on any forms you complete or through this Website, and any information which Vulcan Steel has about you, will be regarded by Vulcan Steel as personal information and, subject to the Terms and Conditions, will be treated as confidential and as required by the POPI as far as any processing (As defined in the POPI) is concerned.

Vulcan Steel will use your personal information for historical, statistical and research purposes, and for internal marketing in such a manner that you will not be identified. By disclosing personal information to Vulcan Steel, you are deemed to be aware as to the purpose for which such personal information was processed and to have consented thereto.

Personal information shall not be disclosed to third parties (without your consent) other than as set out in the Terms and Conditions, unless required or permitted by law. You hereby guarantee that the personal information provided is accurate and up to date and you furthermore undertake to advise Vulcan Steel immediately if there is any change and you undertake not to impersonate or misrepresent any person or entity. If you ever want to update or correct any of your personal information held by Vulcan Steel, kindly contact Vulcan Steel via email and we will immediately update and correct your personal information.

If you disclose any personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Vulcan Steel you must be aware that Vulcan Steel does not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

Whilst Vulcan Steel is of intent to take reasonable measures to keep personal information about you confidential and secure as required by the POPI, it shall however not be liable for any loss or damage, howsoever arising, suffered as a result of the disclosure of such information.

BEHAVIOUR WHEN USING THIS WEBSITE

You may not and undertake not to use this Website to obtain or distribute: copyrighted or protected material without the permission of the owner of the copyright in such material; or Viruses which can corrupt, interfere with or jeopardise the operation or content of Computer Equipment; or material which is defamatory, offensive, unlawful or contains hate speech; or unsolicited e-mail; or bulk e-mail, whether solicited or unsolicited. You must not interfere with or jeopardise the functionality or the operation or the content of any part of this Website. You are strictly prohibited from using this Website for "spoofing", "flaming", "hacking", "cracking" or "spamming". You may not intercept any information transmitted to or from Vulcan Steel or this Website. You must always respect other users of this Website.

CHANGES TO THESE TERMS AND CONDITIONS

Vulcan Steel reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and it is your duty to check this Website for the latest version before entering any transaction with. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

APPLICATION OF THE LAW

The laws of South Africa will govern these Terms and Conditions. You consent to the jurisdiction of the South African courts for any dispute, which may arise out of these Terms and Conditions.

TERMINATION

Vulcan Steel may in its sole discretion terminate, suspend, and modify this Website and/or your use of this Website, with or without notice to you. You agree that Vulcan Steel will not be liable to you in the event that it chooses to suspend, modify, or terminate this Website or your use of this Website.

DATE PUBLISHED

16th September 2022

TRADING TERMS AND CONDITIONS

APPLICATION

All enquiries, advice, consultation, quotations or estimates provided by or orders placed with and/or all services rendered (All of the aforesaid is referred to herein collective as 'the Initial Services') or products provided by or on behalf of Vulcan Steel ('the Company') are subject to these terms and conditions ('the Conditions').

THE CLIENT AND AUTHORITY

The person requesting such Initial Services or to whom any Initial Service is rendered or products provided, is deemed to have **read, had explained (where applicable), understand and accepted** the Conditions and to have the **authority** to do so on behalf of the person in whose name the Initial Services or products are requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client'). Where there is a conflict between the Conditions and any terms and conditions of the Client or any other terms, conditions, undertakings, promises, presentations, or expectations not contained in the Conditions, the Conditions will prevail.

DETAILED DESCRIPTION OF PRODUCTS AND/OR SERVICES

Vulcan Steel is a service centre in the metal industry that offers Laser Cutting, Flame Cutting, CNC Bending and other related services to the client.

PRODUCT SELECTION

The Client acknowledges that it has selected or placed an order for the Product based on information gleaned from the Company's brochures and/or website and/or display. It also acknowledges that such brochures and/or the website are a visual presentation only and that the Product may not appear exactly the same in reality.

ENQUIRIES

Sample/s Templates and Sketches provided by the Client:

- Vulcan Steel reserves the right to refrain from quoting on physical sample/s, and or Sketches provided by the client.
- All templates provided by the client must be clean, indicating the material grade and thickness and free of all rough edges in order for Vulcan Steel to provide an accurate quotation to the client.
- Vulcan Steel reserves the right to charge a two-dimensional (2D) or three dimensional (3D) drawing fee in addition to our minimum order fee.
- All drawing files developed by Vulcan Steel (DXF & DWG) will need to be approved and signed-off through means of confirmation drawings provided by Vulcan Steel prior to the acceptance of the client's purchase order.
- Vulcan Steel is not liable to compare the sample or template provided to that of the confirmation drawing that the client will sign. The client must confirm that the sample and the confirmation drawing provided are within a tolerance that will meet client's requirements.
- Vulcan Steel cannot be held liable for any loss, damage or theft of any sample, template and sketches that has been provided by the client.
- Samples, templates, and sketches must be collected within 7 working days of receiving the quotation or delivered purchase. Vulcan Steel reserves the right to discard all samples, templates, and sketches after this period.
- Samples, templates, and sketches will accept onto Vulcan Steel's premises at the client own risk.

Digital Files Received by a Client:

- All drawings must be in a two-dimensional (2D) CAD format (DXF / DWG) and must be on a 1:1 scale.
- The Client must indicate the grade, surface quality (i.e., brushed, PVC coated) quantity, thickness, top surface of the component and whether bending is required and it's bending direction (i.e., bend up or bend down). This information must be provided in the content of the email or in the information box of the DXF/DWG file attached to the mail.
- Vulcan Steel is not liable should any "pulling", or "distortion" occur during the bending process of a customer's digital file that he or she has provided i.e. If a cut-out, slot, or hole is too close to a bend line it will have the potential to pull or distort the material.

Quotations:

- A quotation may be supplied to the client prior to the client signing the confirmation drawing if required, however this quotation will not be able to be converted into an order until such time that the confirmation drawing/s has been signed-off.
- The client must ensure that the information stated on the quotation is correct prior to proceeding with the order placement.

ORDER PLACEMENT

The client must ensure that the following criteria are confirmed prior to placing all purchase orders with Vulcan Steel:

- The client information stated on the quotation is correct. Vulcan Steel cannot be held liable for any changes that take place with regards to the client information.
- If the client requires a vat number to be stated on the invoice, this information must be communicated at order placement. A credit will not be passed in order to add or amend client details once the order has been invoiced.
- The client must ensure that no duplication occurs when placing purchase orders with multiple employees over multiple days at Vulcan Steel. Vulcan

Steel cannot be held liable if the same order is communicated to more than one employee.

- All purchase orders must be communicated in writing. Where applicable, all quotations must be signed, dated and returned to Vulcan Steel as an acceptance of an order.
- All special requirements must be communicated at the point of purchase order placement.

PAYMENT REQUIREMENTS AND METHODS OF PAYMENT

Payment is required before each order is booked in for value added processing as well as before any merchant related sales order can be booked in. We would appreciate payment on the day that the order is placed if not ordered.

Where a payment is made by EFT, the proof of payment must be provided to ensure no delivery or manufacturing delay. Please note that the EFT proof of payment notification must come directly from the bank in the form of an email in order for the order to be dispatched prior to clearing of the payment. Should the proof of payment be emailed as an attachment the payment will need to reflect before the order is dispatched. Notwithstanding such EFT, payment will only be deemed to have been received once it is reflected in the account of Vulcan Steel.

Please input your **quotation reference number** as the reference.

Vulcan Steel accepts the following payment methods:

1. Bank transfer (EFT) into the Vulcan Steel Manufacturing (Pty) Ltd bank account.
2. Credit card payments via Visa or MasterCard credit and debit cards **ONLY**. Vulcan Steel does not accept **American Express** and **Diners Club** credit cards.

CANCELLATION POLICY

If you (The Client) have placed an order and for any reason decide to cancel or amend any part of the order, Vulcan Steel has the right to assess the status of the order at point in time and reject the request to cancel or amend the original order

details. Vulcan Steel has the right to complete and deliver the original order as placed by the client.

PRICES

Prices of Products, Product components and services are quoted based on the input costs on the operating system and are subject to prior change and material availability at the time of ordering. The validity stated on the quotation is subject to mill base price change, all surcharge adjustment and stock availability at the date of order placement. The company reserves the right to decline any order quoted on should any of the above fluctuations take place. The Client will be charged any **fluctuations** to the Client's account and the Client undertakes to pay for any such fluctuation on order placement if required. The onus will be on the Client to check that there have been no **changes in the Price** prior to placing the official order with Vulcan Steel. However, once the official order has been accepted on account, or accepted and fully paid for as a cash Client, the Price is **guaranteed**.

Vulcan Steel charges a minimum rate for all cash and account sales per order placement. Official order placements made by the client at a date and time cannot be merged to meet the minimum charge. Once an order has been placed, the minimum charge will apply to each order placed separately.

DELIVERY POLICY

Vulcan Steel offers free delivery within the greater Western Cape area within a 35km radius for all account and cash clients, however, has the right to request a collection of goods ordered or charge for a delivery fee based on the following criteria:

- The order value is less than R500 excluding vat.
- The order exceeds the 35km delivery area.
- The premises of the client does not allow any one our fleet a safe and secure area to offload goods ordered.
- Residential or City Centre.
- The client does not have sufficient staff or lifting equipment to offload the goods ordered.

- Premises that are not open during normal working hours for accepting goods ordered.
- The premises does not have a responsible representative to inspect and signed-off the required paperwork for or on behalf of the Client.
- The delivery is required on a specific day of the week that Vulcan Steel's vehicles do not enter the area.

Should the following situation arise; **incorrect delivery address provided from client.** Vulcan Steel will not be held responsible should goods be signed for at the delivery address provided by the client. It is essential that the Client ensures that the correct delivery address is provided.

ACCESS

The Client must provide the Company with access to the premises, parking, the building where the goods are to be delivered.

OWNERSHIP AND RISK

Ownership in the Product remains vested in the Company until such time that the Price and all applicable taxes have been paid in full and are reflected in the Company's bank account. All risk in and to the Product will pass to the Client upon delivery or collection, as the case may be. If the Company used a courier company to effect delivery, such courier company's terms and conditions will apply to the delivery and will over-ride the Conditions.

RETURN AND REFUNDS POLICY

Vulcan Steel will **accept the following returns:**

- 1) If the product shipped has a defect or a quality problem.
- 2) If an incorrect item was shipped by Vulcan Steel Manufacturing (Pty) Ltd.

Please notify Vulcan Steel at the point of receiving goods by endorsing the delivery note in the area provided for any deviations to your order relating to the incorrect quantity, quality, incorrect components or if the goods received have not been manufactured as per your signed confirmation drawing or DXF/DWG files provided with the order.

Notification after 5 days will result in the return not being authorised by Vulcan Steel. If you are in doubt relating to any aspect of your order, address any queries or misapprehension to Vulcan Steel (via the 'Contact Us' icon) or via our sales department (Details pertaining to our landline number can be found via the 'Contact Us' icon).

CLIENT PRIVACY POLICY

Vulcan Steel shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Protection of Personal Information Act, Act 4 of 2013 (POPI).

POPI certification may be downloaded from:
<http://www.vulcansteel.co.za/files/popi/popi.pdf>

Access to Records Request:

If you would like to request access to records, please follow this link: <http://www.vulcansteel.co.za/files/popi/InfoRegSA-PAIA-Form02.pdf>. The document should be filled out and sent to our Information Officer. The Information Officer's contact details can be found within the document.

RESPONSIBILITY

Vulcan Steel takes responsibility for all aspects within its reasonable control relating to the transaction including sale of Products and services sold, client service and support, dispute resolution but will **not be liable for delays** caused by the client or 3rd party processing or inspection that has been requested by the client.

LIABILITY

The Company shall not be liable for any loss or damage of whatsoever nature and howsoever arising unless due to the Company's negligence. If such liability were to arise, it will be limited to the value reflected in the Quotation. However, the Company will under no circumstances be liable for any consequential, indirect or economic loss or damage whatsoever and howsoever arising.

FORCE MAJEURE

Neither Party shall be liable for any loss suffered by the other Party arising out of delay in or prevention of performance of that party's obligations in terms of the Agreement if such delay or loss is directly or indirectly caused by force majeure or an event beyond that party's control, provided that: -

- The onus is on the Party alleging the occurrence of such an event to immediately notify the other Party of such event in writing.
- The Party delayed or prevented from performing its obligations by the occurrence of such an event shall do everything that could reasonably be expected of it in order to remedy the situation.
- If the delay in performance of any obligation exceeds 10 (ten) Business Days, the Parties will meet and endeavour to find an alternative means of performing the obligations in question. If the Parties fail to agree on such an alternative within a further 10 (ten) day period either Party shall be entitled to terminate or suspend the Agreement forthwith, upon written notice to the other party. During such period of suspension, no obligations will arise.
- For the purposes hereof vis major and force majeure include acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, combination of workmen, rationing of supplies, flood, storm, fire or (without limitation eiusdem generis) any other circumstances beyond the reasonable control of the Party claiming force majeure or vis major and comprehended in the terms force majeure or vis major.

BREACH

Should either Party commits any breach of the Agreement, the other Party shall be entitled to terminate the Agreement only if such breach constitutes a material breach. A breach shall be deemed not to be a material breach if:

- it is capable of being remedied within a reasonable time and is so remedied within 14 (fourteen) days of receipt of written notice calling upon the defaulting party to do so, or alternatively,
- it is incapable of being remedied or is not remedied within the period set out above if payment in money will compensate for such breach and such payment is made within 14 (fourteen) days after receipt of written request for such payment.
- Subject to the provisions above, if a Party commits a material breach of the Agreement and fails to remedy such breach within 14 (fourteen) days of receipt of written notice requiring the breach to be remedied, then the aggrieved party shall be entitled, at its option, either to cancel the Agreement and claim damages or alternatively to claim specific performance of all the defaulting party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.
- Failure to meet agreed standards of the SLA: a breach of the timeframe provided for a critical or category one issue will be deemed to be a material breach.

CONSENT TO JURISDICTION

- Notwithstanding the amount which may at any time be owing by THE APPLICANT to VULCAN STEEL, the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by VULCAN STEEL against THE APPLICANT arising out of any transaction between the parties, it being recorded that

VULCAN STEEL shall be entitled, but not obliged, to bring any action or proceeding in the said court

DISPUTE / ARBITRATION

Arbitration shall be held in accordance with the Rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid of the Arbitration Act 42 of 1965 of the Republic of South Africa and any statutory modification or re-enactment thereof.

Any and all dispute arising out of or in connection with the Agreement including any question regarding its existence, validity, or termination, shall be dealt with as follows:

- Firstly, the manager director or equivalent of either party will meet within 5 (five) working days of the dispute arising in an attempt to resolve the matter amicably. Failing such amicable resolution of the dispute within 5 (five) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa ('AFSA'), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place within a further 5 (five) days from the date the mediator is appointed. Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in **Cape Town** within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of

any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relates to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language.

- Notwithstanding the provisions of the preceding clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application

WAIVER

- No indulgence, extension of time, waiver, or relaxation of any of the trading terms and conditions granted by a Party or a failure to enforce any provision of the Agreement shall constitute a waiver of any of that Party's rights under the Agreement.
- Accordingly, that Party shall not be precluded from, as a consequence of having granted such indulgence, extension of time, waiver, or relaxation, exercising any rights against the other which may have arisen in the past or which may arise in the future.
- Furthermore, no waiver of a subsequent breach nullifies the effectiveness of the provision itself.

COPYRIGHT

Copyright and any other intellectual property rights in and to the Product remains vested in the Company. If third party licence agreements are to be used, the terms and conditions of such licences will apply.

LEGAL FEES

The Client will be liable for all **legal fees** on an attorney and own client scale in the event that the Company has to engage a lawyer to enforce or defend any of its rights or otherwise.

COUNTRY OF DOMICILE

These terms and conditions are governed by the laws of South Africa and Vulcan Steel chooses as its domicilium citandi et executandi (the address at which the client will accept all notices, legal documents and the like,) for all purposes, whether in respect of court process, notice, or other legal documents or communication of whatsoever nature the address that appears in it's quotations; whether or not the client is still at the address chosen.

VARIATION

Vulcan Steel may, in its sole discretion, change this agreement or any part thereof at any time without notice and it is **your duty to check this Website** for the latest version before entering into any transaction (as defined in the Consumer Protection Act, Act 68 of 2008 – '*the CPA*') with us.

ENTIRE CONTRACT

The Conditions, the Quotation and any annexures thereto comprise the entire terms of the relationship between the parties ('the Agreement') and will be binding on each party's successor in title. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship and the Client acknowledges that he/she has not relied on any matter or thing stated on behalf of the Company or otherwise that is not included herein.