

TERMS AND CONDITIONS

Terms of Use

1. Definition

The following definitions have been used for the purposes of the Terms and Conditions specified herein:

"BGSM ": the company BG Scrap Metals cc, 7 Denne Road, Vulcania, Brakpan, Gauteng, South Africa, 1554.

"website": all web pages designed and managed by BGSM, as well as any and all information, services, products, software, tools, functions and links available thereon.

"Mobile application – BG Scrap Metals": all mobile pages designed and managed by BGSM, as well as any and all information, services, products, software, tools, functions and links available thereon "information": including, but not limited to, all data, prices, calculation results, articles, charts and other elements available on the website.

2. Foreword

BGSM provides on its website and mobile application (hereinafter "the website and the mobile application BG Scrap Metals") an in-house application designed to provide steel purchase pricing for private individuals, companies and dealers. BGSM is hosted in the Cloud and is offered as a whole service to customers.

The accessing and the use of the website/mobile application and/or the registration to the services provided are governed by the Terms and Conditions set out herein. These Terms and Conditions shall be supplemented by all special agreements applying in connection with a service or product offered by BGSM where you or your representative (hereinafter "you") act in a capacity as a contracting party. Nevertheless, in the event of any conflict, the provisions contained in any such special agreement shall prevail.

By accessing and using the website/mobile application and/or by registering to the services provided, you acknowledge that you have read, understood and agreed to be bound by the Terms and Conditions. Furthermore, you accept that BGSM may, at any time and without any prior notice requirement, alter the Terms and Conditions. If you do not agree to the Terms and Conditions, do not access or use the website/mobile application in any way whatsoever.

3. Website and Mobile application Ownership

The website and mobile application are the exclusive property of BG Scrap Metals cc. BGSM's proprietary rights shall not be altered in any way by any reproduction or use of the website and Mobile application.

4. Exclusion of Liability

Neither BG Scrap Metals cc, its directors, officers, employees, agents or shareholders, nor third party information providers, their directors, officers, employees, agents or shareholders will assume ANY LIABILITY FOR ANY LOSS OR DAMAGES WHATSOEVER, be they direct or indirect, incurred as a result of accessing the website/mobile application or using the information and services available on the website/mobile application, or as a result of the inability to access or use any information or services available on the website.

In particular, it is expressly stated that IN NO EVENT WILL BGSM, its directors, officers, employees, agents or shareholders BE LIABLE FOR ANY LOSS OR DAMAGES incurred as a result of errors, technical or otherwise, transmission failures, system overloads, usage problems, interruptions in services (including but not limited to system maintenance services), any delay in the transmission of information, incompatibility between the website and your files and/or software (in particular your browser) and/or computer, malfunction, interference, the transmission of a virus onto your computer, unauthorized access (as a result of hacking or piracy activities, for example), the wilful blocking of telecommunications tools or networks (as a result of mail-bombing, denial of services attacks, for example) or any other failure or inadequacy on the part of telecommunication or network service providers.

5. Disclaimer of Warranty

BG Scrap Metals cc and third-party information providers pay/s particular attention to the preparation and update status of the data provided. Nevertheless, they do not warrant or guarantee, either expressly or implicitly, the quality, pertinence, accuracy, completeness, update status, availability or legality of the information published on the website. In addition, real-time information is obtained from what is believed to be a reliable source but cannot be guaranteed. Furthermore, information may be changed at any time without any prior notice being required.

6. Links

BG Scrap Metals do not make use of any links on the website or mobile application. BGSM do not link to any websites or third parties and do not warrant or guarantee, either expressly or implicitly, the quality, pertinence, accuracy, completeness, update status, availability, or legality of the content of any reverse links from external sites, nor shall it be in any way responsible for the products, services, information and other content offered via these linked sites. Furthermore, prior written approval must always be obtained before a link from an external site to BGSM's website can be created.

7. Confidentiality and Encryption

Your attention is drawn to the fact that the data exchanged between yourself and BGSM is transmitted via open, public networks (such as the Internet) that are not subject to any controls or reviews. The data transferred may travel beyond the borders of your country, even if both yourself and BGSM are in the same country (South Africa). In addition, even if the data transmitted is encrypted, it may not necessarily stay encrypted for the entire duration of the transmission, nor may it necessarily remain encrypted at your end: it is possible that data may be intercepted.

Furthermore, you hereby declare that you have taken note that the legislation applicable in your country may prohibit or restrict the importing, exporting or use of encryption logarithms. In no event shall BG Scrap Metals cc be responsible for any violations of measures governing the importing, exporting or use of encryption logarithms. You alone shall be responsible in the event of any such violation. Lastly, your attention is drawn to the fact that information transmitted electronically, e.g. by e-mail or SMS, is in principle not encrypted and may be intercepted.

8. Confidentiality in Respect of User IDs and Passwords

You are obliged to keep user IDs, passwords and other means of identification secret. To this end, you must not store your user IDs, passwords or other means of identification in your browser, and you must delete all temporary files stored in your cache memory as well as your surfing history. You are solely responsible should such means of identification be communicated to, discovered or misused by a third party, and for all losses and damages resulting therefrom.

You have taken note of the fact that you are required to disconnect from the identification services proposed by BG Scrap Metals cc before leaving your Internet station. To do this, you must (add logout) close all your browser windows showing the site.

9. Place of Jurisdiction

The exclusive place of jurisdiction for all disputes or lawsuits regarding the herein Terms and Conditions and/or the use of the website/mobile application is the South Africa.

10. Partial Nullity and Choice of Law

In the event of one of the Terms and Conditions being void, cancelled, or rendered otherwise invalid, regardless of the point in time when these occur, the validity of the remaining Terms and Conditions shall not be affected or impaired. In all other instances, the Terms and Conditions, as well as the use of the website/mobile application, are exclusively governed by and construed per South African law.