

INTRODUCTION

Welcome to The Restaurant Warehouse, please take a moment to read our Terms and Conditions in order to understand how they apply to your use of our website. These Terms and Conditions apply to your use of our website, The Restaurant Warehouse. All users are bound by these Terms and Conditions and by registering or using the site at all, you recognise that you've read and understood these Terms and Conditions and agree to be bound by them. Please do not use our website if you do not agree to be bound by these Terms as all online purchases from our website are subject to these Terms and Conditions.

ONLINE TERMS AND CONDITIONS

These Online Terms and Conditions are a contract between you and The Restaurant Warehouse. The company has its physical address at (8 Electron Avenue, Linbro Business Park, Frankenwald, 2066 The Restaurant Warehouse elects this physical address for all purposes regarding these terms and conditions, whether for legal notice or serving of other communication documents of any kind.

APPLICABLE LAWS

This site is run and controlled from the Republic of South Africa. As such it is governed by South African legislation and any disputes arising in relation to our agreement with you shall, to the extent permitted by law, be subject to the exclusive jurisdiction of the South African courts.

DISCLAIMER AND LIMITATION OF LIABILITY

Use of our website, The Restaurant Warehouse is entirely at your own risk. You agree, to the extent permitted by law, to indemnify us against any loss or damage suffered or liability incurred by reason of any act or omission on your part or that of any third party acting on your behalf in connection with your use of our website and/or your purchase of any products.

The information, content, services, and features of the website, including text, graphics and links are provided on an "as is" basis. The Restaurant Warehouse does not represent that the website or any content, service or feature of the website will be error free, or that it will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality or that the website or the servers that make it available are free from viruses or other harmful components. We accept no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of our website or the purchase of any of our products. The Restaurant Warehouse does not give any warranty, express or implied, in relation to the operation of the website. Information, ideas, and opinions expressed on this website should not be regarded as professional advice. You accept and agree that your reliance on any information contained on the website is entirely at your own risk.

The Restaurant Warehouse cannot ensure that any files or other data that you download from the website will be free of viruses or contamination or destructive features.

The Restaurant Warehouse is not responsible for the acts or omissions of any third parties in connection with the use of the website.

The Restaurant Warehouse is not liable for any damages, liability or harm caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of The Restaurant Warehouse website, whether for breach of contract, delict, or any other cause of action. You are encouraged to report any such performance failures or errors to The Restaurant Warehouse.

The Restaurant Warehouse is not liable for any indirect, consequential, special, incidental or punitive damages, including lost profits, even if The Restaurant Warehouse has been advised of the possibility of such damages.

These Online Terms and Conditions do not affect your statutory rights, including your rights under any applicable consumer laws, which cannot be altered by contract.

CONTENT ON THE RESTAURANT WAREHOUSE WEBSITE

All content on the website, such as information, text, pictures, photographs, graphics, interfaces, and the design, structure and arrangement of the content, belongs to The Restaurant Warehouse or is licensed to The Restaurant Warehouse and is protected by law. You may not copy, reproduce, upload or post any of the content on the website without The Restaurant Warehouse prior written permission. As such, The Restaurant Warehouse and its suppliers retain all copyright and other rights to services as well as listings, information, images, videos, and databases.

LINKS TO THIRD PARTY WEBSITES

The website may include links to websites operated by third parties. The Restaurant Warehouse is not responsible for the content of those sites. The links to third party websites from The Restaurant Warehouse website do not imply any responsibility for the content, opinions, representations, products or services provided on those sites. You are responsible for complying with the terms of use of any linked third party websites.

CHANGES TO TERMS AND CONDITIONS

The Restaurant Warehouse may at its own discretion periodically update or change the Terms and Conditions without notice. Please ensure that you check these Terms and Conditions from time to time, in order to satisfy yourself with any updated or revised Terms and Conditions. The date from which the current set of Terms and Conditions came into effect is included within the Terms and Conditions and will also be updated accordingly for as long as the website continues to exist and be operated. The Restaurant Warehouse is entitled to terminate these terms and conditions or close down the website at any time, subject to processing any pending purchases.

CHANGES TO THE RESTAURANT WAREHOUSE WEBSITE

The content on the website and the products and services offered may change from time to time. No notice of any changes will be given to you. The Restaurant Warehouse may also interrupt the operation of the website, or any part of the website, to perform routine or non-routine maintenance, to correct any errors, or make other changes.

TERMINATION

If you do not comply with these Online Terms and Conditions when accessing or otherwise using the website, The Restaurant Warehouse has the right to suspend your access to the website temporarily or permanently without notice to you, depending on the severity of your actions.

OTHER TERMS AND CONDITIONS

Additional terms and conditions may apply to specific products that are made available through The Restaurant Warehouse website and to other features that are made available on the website such as competitions. Those additional terms and conditions form part of these Online Terms and Conditions and you agree that you are bound by them. If there is a conflict between these Online Terms and Conditions and any specific terms and conditions applicable to any particular product or service or feature of the website, the specific terms and conditions will apply.

Interpreting the contract, governing law and dispute resolution

These Online Terms and Conditions are governed by the laws of South Africa, regardless of conflict of laws principles.

A court may find that some of the provisions of this contract are not enforceable. If this occurs, the remaining provisions of the contract will continue to apply. The Restaurant Warehouse will replace the affected provisions with new provisions that achieve the intended purpose but that are capable of being enforced in South Africa.

Last updated: September 2023