

Client Portal Terms and Conditions

30/07/2025

These Terms of Use apply to the use of Fr. Meyer's Sohn South Africa's online client portal (the Portal), including the use of the information offered on this Portal. In using the Portal, you agree to be bound by these Terms of Use.

If you do not accept these Terms of Use, you must refrain from using the Portal. If you continue to use the Portal, you will be deemed to have accepted these Terms of Use. These Terms of Use must be read in conjunction with any other applicable terms and warnings governing the use of this Portal.

We may modify this agreement at any time, and such modifications will become effective immediately upon posting the modified Terms of Use on the Portal. Any use of the Portal by you after any such modified Terms of Use have been posted will be deemed acceptance by you of those modified Terms of Use.

Terminology

In these Terms of Use, the expressions:

- "we", "us" and "our" are a reference to the Fr. Meyer's Sohn South Africa (Pty) Ltd Group. The Fr. Meyer's Sohn South Africa (Pty) Ltd Group means: (a) Fr. Meyer's Sohn South Africa (Pty) Ltd and Fr. Meyer's Sohn Specialised Logistics (Pty) Ltd, and their successors and assigns; and (b) any entity (including a trust) owned or controlled by or affiliated with the entities referred to in paragraph (a), or authorised to use the name 'Fr. Meyer's Sohn South Africa', and their successors and assigns;
- "user", "you" and "your" are a reference to any person who accesses the Portal. If you are accessing the Portal on behalf of a company or other legal entity, you warrant and represent that you have the authority to access the portal on behalf of the entity and bind such entity to these Terms of Use, in which case the terms "user" and/or "you" and/or "your" shall be deemed to also refer to such entity.

Accessing and using information on this Portal

In order to be able to access the information offered on this Portal, you may need to use a specific user ID, email address or other login information, such as a password ('Login Information'). You must not disclose your Login Information to any person or otherwise allow any person to access the Portal using your Login Information.

You must not access or use this Portal for any purpose that is unlawful or prohibited by these Terms of Use.

You must take your own precautions to ensure that the process which you employ for accessing this Portal does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Portal or any Linked Site.

We reserve the right to terminate your ability to access this Portal if you breach these Terms of Use.

Warnings regarding information on the Portal

The information contained on this Portal is provided by us in good faith on an 'as is' basis and all users must verify the information before using the information. We do not make any representation or warranty that the information contained on the Portal is reliable, accurate or complete or that your access to that information will be uninterrupted, timely or secure. Use of the Portal is strictly at your risk and we do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this Portal.

You should make your own enquiries and seek advice before acting or relying on any information or material which is made available to you pursuant to the Portal.

Disclaimer

This disclaimer set out in these Terms of Use does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded. In particular, nothing in these Terms of Use purports to limit or exclude any liability for fraud or fraudulent misrepresentation or exclude or limit liability for death or personal injury caused by a person's negligence.

Neither we nor any of our affiliates, partners, employees, contractors or agents accept responsibility for any loss or damage, however caused (including through negligence), which any person may directly or indirectly suffer in connection with or arising from your use of this Portal or any Linked Site or your use of or reliance on information contained on or accessed through this Portal. To the maximum extent permitted by law, any condition or warranty which would otherwise be implied into these Terms of Use is hereby excluded. You acknowledge that the Portal is hosted by a third party and, without limiting the terms of this disclaimer, that neither we nor our affiliates are responsible for the act or omission of any third party.

If any limitation of liability in these Terms of Use is held to be ineffective or is disallowed for any reason whatsoever, our maximum aggregate liability to you for any and all claims arising out of or relating to the portal and/or these Terms of Use shall not exceed the total amount paid by you to us to use any services via the Portal during the 12 (twelve) months prior to the date of the 1st (first) such claim. To the maximum extent permitted in law, no action arising out of these Terms of Use, regardless of form, may be brought more than 1 (one) year after the date the cause of action has arisen.

You agree that the limitations and exclusions set out in these Terms of Use are reasonable having regard to the relevant circumstances and the use you are permitted to make of the Portal.

Indemnity

You indemnify us and our affiliates, partners, employees, contractors and agents and hold us all harmless from and against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) arising out of or in connection with your use of this Portal or any Linked Site, or your use of or reliance on information contained on or accessed through this Portal, or a failure by you or by any person using your Login Information (whether or not you have authorised that person to use your Login Information) to comply with these Terms of Use.

Copyright

Copyright in this Portal (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Information procured from a third party may be the subject of copyright owned by that third party. We grant to users a personal, non-exclusive, non-assignable and non-transferable license to print and display all content and information contained in the Portal on any machine of which the user is the primary user for internal analytical purposes only. Other than for the purposes of, and subject to the specific conditions prescribed under these Terms of Use and South African and international intellectual property laws, you may not in any form or by any means:

- copy, adapt, reproduce, store, sell, distribute, print, display, perform, publish or create derivative works from any part of this Portal or from any information obtained from this Portal; or
- commercialise any information, products or services obtained from any part of this Portal, without our written permission or, in the case of third party material, from the owner of the copyright in that material.

Trade Marks

This Portal includes trade marks owned by us (or our licensors) including, but not limited to the Fr. Meyer's Sohn South Africa trade mark. All of the intellectual property rights (including any moral rights) in respect of such trade marks remain at all times expressly reserved. You must not use any of our trade marks:

- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive;
- in a manner that disparages us or our information or services (including this Portal).

You must not authorise or assist any person to do any of the acts specified above.

Restricted Use/Confidentiality

Unless we agree otherwise in writing, you are provided with access to this Portal for your use only. Without limiting the foregoing, you must keep and maintain all information on this Portal confidential and may not without our written permission on sell information obtained from this Portal to any third party. These obligations of confidentiality do not apply to any information which is already in the public domain, other than through a breach by you of this obligation, or which is required to be disclosed by law or a regulatory body.

Linked Sites

This Portal may contain links to other websites (Linked Sites). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with Linked Sites.

Our links with Linked Sites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those Linked Sites, or of any information, graphics, materials, products or services referred to or contained on those Linked Sites, unless and to the extent stipulated to the contrary.

Privacy and Cookie Policy

We may collect general information such as the pages you access, the date and time of your visit, IP address, and the domain name and country from which you access this Portal. This includes the use of 'cookies'. Most browsers can be configured so as not to accept cookies, however this may affect the functionality of the Portal.

We undertake to comply with the terms of our privacy and cookie policy which is accessible at <https://www.fms-logistics.com/en/privacy-statement/>

Security of Information

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk.

Termination of Access

Access to this Portal may be terminated at any time by us without notice. These Terms of Use will nevertheless survive any such termination.

Governing Law

These Terms of Use are governed by the laws in force in South Africa. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

General

We accept no liability for any failure to comply with these Terms of Use where such failure is due to circumstance beyond our reasonable control. If we waive any rights available to us under these Terms of Use on one occasion, this does not mean that those rights will automatically be waived on any other occasion. If any of these Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining Terms of Use shall nevertheless continue in full force. We may cede our rights and/or delegate our obligations under these Terms of Use without your prior written consent. You may not cede your rights and/or delegate your obligations under these Terms of Use without our prior written consent, which shall not be unreasonably withheld.