

1. TERMS OF USE

These Terms of Use apply to the Customer access to L'Aviatore's website and to any of the services provided therefrom. By continuing to access and make use of L'Aviatore's website, the Customer accepts and confirm that:

- 1.1 The Customer have read these Terms of Use;
- 1.2 The Customer understand the rights and obligations set out in these Terms of Use;
- 1.3 If the Customer are accessing this website in a representative capacity, that the Customer are duly authorised to act on behalf of the person (legal / natural) the Customer represent;
- 1.4 The Customer, and where applicable the person the Customer represent, agree to be contractually bound by the Terms and Conditions that appear in the latest version of these Terms of Use, as published on L'Aviatore's website, at the time of each access by the Customer; and
- 1.5 The Customer grant to L'Aviatore the rights set out in these Terms of Use.

If the Customer does not accept the Terms and Conditions that appear in these Terms of Use, the Customer only right or remedy is to discontinue accessing the L'Aviatore website and making use of any of the services provided therefrom.

2. DEFINITIONS:

"AUTHORISATIONS"

Means all licenses, permits, or approvals of whatsoever nature required by the Customer in terms of any regulatory provision to enable the Customer to exercise the Customer rights and fulfil the Customer obligations under these Terms of Use.

"L'AVIATORE", "OUR", "US", OR "WE"

Means, as indicated by the context, any of the following companies:

Company name:	Reg. No:	Website(s):
L'Aviatore Parts (Pty) Ltd	2020/555642/07	www.laviatoreparts.co.za
L'Aviatore (Pty) Ltd	2012/034668/07	www.laviatore.co.za

and any of their holding companies, subsidiaries, as well as subsidiaries of their holding companies from time to time, as the case may be.

"L'AVIATORE EMPLOYEES"

Means any of L'Aviatore's directors, employees, agents, contractors and/or consultants.

"MATERIAL"

Means the content, trademarks, copyrights, data, and other material, including but not limited to, information, files, folders, text, documents, graphics, logos, icons, hyperlinks and designs on our website.

"REGULATORY PROVISION"

Means, collectively, the prevailing laws, regulations, ordinances, directions, orders, decrees, policy directives and standards of the South African Government and any other competent authority, which in any way affect or apply to the Customer, the Customer access to the L'Aviatore website and/or use of the services.

“SERVICES”

Means any of the services provided by L’Aviatore’s website; e.g. information system services and/or intermediary services.

“TERMS OF USE”

Means that part of the contract between the Customer and L’Aviatore, as recorded by the Terms and Conditions set out in this document.

“TRANSACTION”

Means an electronic transaction, including the provision and/or storage of information.

“THE CUSTOMER” AND/OR “THE CUSTOMER”

Means the Customer, the person (natural and/or legal) accessing L’Aviatore’s website and/or making use of the services, and includes the person the Customer represent in any transaction when making use of the services.

3. OTHER TERMS THAT MAY TAKE THE PLACE OF THESE TERMS OF USE

Should any of the Terms of Use conflict with any of the terms contained in any other written agreement the Customer may have concluded, then those terms, to the extent where there is a conflict, contained in the signed agreement shall prevail.

4. SERVICES

The Customer confirms that the scope of the services offered on the website are sufficient for the Customers requirements. It is at all times the Customers responsibility to ensure that the Customer selection of each service and/or product that is made available is in accordance with the Customer requirements. Certain of the services made available for use through L’Aviatore’s website may be governed by license terms that establish a separate binding contract with the respective licensor. The Customer agree to indemnify L’Aviatore against any breach of these license terms by the Customer.

5. THE CUSTOMER CONDUCT & MATERIAL ON L’AVIATORE’S WEBSITE

In making use of the services offered by L’Aviatore, the Customer may, from time to time, copy, upload, download, or share any material that belongs to the Customer. The Customer retains full ownership of this material, and L’Aviatore does not claim any ownership to it. The Customer does however give L’Aviatore permission to do those things we deem necessary to be able to provide the services, which includes the choices we make to technically administer the services (e.g. backing up and storing data). This permission also extends to our third-party service providers we work with to provide our services. While using L’Aviatore services or website, the Customer will remain solely responsible for:

- 5.1 The Customer conduct;
- 5.2 The content of the Customer material;
- 5.3 Maintaining and backing up material;
- 5.4 Loss or corruption of any of the Customer material;
- 5.5 The Customer electronic communications;
- 5.6 What the Customer copy, share, upload, download or otherwise use/share with others;

and the Customer agrees to indemnify, defend and hold L’Aviatore harmless against all legal costs, charges, loss or damage which we may sustain as a result of any of the aforesaid for which the Customer will be responsible for whilst using L’Aviatore services or website.

6. ACCEPTABLE USE OF THIS WEBSITE

The Customer acknowledge and agree not to misuse L'Aviatore's website. In this regard the Customer may not, without limitation:

- 6.1 Infringe the intellectual property rights, including copyright, of others;
- 6.2 Copy, upload, download, or share any material unless the Customer have the lawful right to do so;
- 6.3 Probe, scan, or test the vulnerability of the L'Aviatore website, including any of our other systems and/or networks;
- 6.4 Breach or otherwise circumvent any security or authentication measures;
- 6.5 Interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the services offered;
- 6.6 Plant malware, spyware or otherwise use the services to distribute malware or spyware;
- 6.7 Access or search the services by any means other than our publicly supported interfaces (for example, "scraping");
- 6.8 Send unsolicited communications, promotions or advertisements, or spam;
- 6.9 Send altered, deceptive or false source-identifying information;
- 6.10 Publish anything that is fraudulent, misleading, or infringes another's rights;
- 6.11 Promote or advertise products or services other than the Customer own without appropriate authorisation;
- 6.12 Impersonate or misrepresent the Customer affiliation with any person or entity;
- 6.13 Publish or share materials that is pornographic, obscene or indecent, or that advocate bigotry, religious, racial or ethnic hatred;
- 6.14 Violate any applicable regulatory provision in any way, or to violate the privacy of others, or to defame others.

7. THIRD-PARTY PRODUCTS AND / OR SERVICES

The services offered on L'Aviatore's website may entail facilitating/brokering access to products and/or services offered by various third parties L'Aviatore works with. The third-party products and/or services are subject to separate procedures and/or approvals criteria that is not applicable to L'Aviatore. In these instances, L'Aviatore have no authority to bind these third parties to the Customer, nor do we purport to do so.

All information regarding any third-party products and/or services referred to on L'Aviatore's Website, including information of the Terms and Conditions applicable to such third-party products and services, interest rates or any other matter, are for information purposes only and subject to change without notice.

The final Terms and Conditions which will apply to the Customer in respect of any product and or service will be those set out in the written document(s) issued to the Customer. The Customer will most likely be required to sign such document(s) confirming the Customer acceptance of the Terms and Conditions contained therein.

Those Terms and Conditions will establish a separate binding Contract between the Customer and a third-party concerned. The Customer agree to indemnify, defend and hold L'Aviatore harmless against all legal costs, charges, losses or damages arising from any breach by the Customer of any applicable third-party Terms and Conditions.

L'Aviatore give no warranty and make no representation, be it express or implied, as to the quality or fitness for purpose of such third-party products or services, and any remedy the Customer seek to enforce shall be governed by the agreement with the third-party concerned.

8. INTELLECTUAL PROPERTY RIGHTS

At all times, all right, title and interest in and to our materials remains vested in us (i.e. belongs to us) and/or our licensors and/or suppliers, as the case may be, and are copyrighted and protected by regulatory provisions. These materials may not be copied, reproduced, modified, published, uploaded, posted to other websites or web services or otherwise distributed in any way, without our prior written permission.

Save as expressly provided for herein, we and/or our licensors and/or our suppliers do not grant any right to the Customer to use or reproduce the materials. All our rights in this regard are and remain reserved.

9. ELECTRONIC COMMUNICATION

When the Customer makes use of any of the services and/or send e-mails to L'Aviatore, the Customer consent to receiving communications, including invoices, from us electronically, and agree that all agreements, notices disclosures, invoices and other communications sent to the Customer by us satisfy any legal requirements including, but not limited to, a requirement that such communications should be "in writing".

10. CONSENT TO PROCESS PERSONAL INFORMATION

The Customer agrees to act fully in compliance with applicable data protection laws. The Customer further agree that L'Aviatore may collect, process, use and store personal information for purposes of:

- 10.1 Providing services;
- 10.2 Maintaining L'Aviatore's internal administrative or client relationship management systems;
- 10.3 Providing the Customer with information about L'Aviatore's range of services.

11. COMPLIANCE WITH LEGISLATION

The Customer shall at the Customer own risk and expense procure all authorisations that the Customer may require in order to access the L'Aviatore website and/or make use of L'Aviatore's services. L'Aviatore does not make any representations, nor do we give any warranties or guarantees of any nature whatsoever in relation to any authorisations, including the granting thereof and whether required by us or any other third-party. The Customer agrees to comply, at all times, with all authorisations and regulatory provisions, as well as the terms, standards and requirements prescribed by any regulatory provision or any competent authority which may be applicable from time to time in respect of the services. The Customer agree to indemnify L'Aviatore against any breach by the Customer of the aforesaid authorisations and regulatory provisions.

12. DISCLAIMER & RISK

The use of L'Aviatore's website, Services or Products, and the content contained therein is provided "as is" and "as available" with no warranties whatsoever. We do not, either expressly or impliedly, make any warranties, claims or representations with respect to the Customer use of our website, including, without limitation, warranties of quality, performance, non-infringement, merchantability, or fitness for use or a particular purpose. L'Aviatore further does not represent or warrant that L'Aviatore's website will always be available, accessible, uninterrupted, timely, accurate, complete and error-free nor do we warrant any connection to or transmission from the internet. The Customer acknowledge and agrees that the entire risk arising from the Customer use of L'Aviatore's website and services remains with the Customer, to the maximum extent permitted by Law.

13. LIMITATION OF LIABILITY

The Customer acknowledge and agrees that L'Aviatore, our licensors, suppliers, employees and any other company forming part of the L'Aviatore group of companies will have no liability in connection with or arising from the Customer use of our website or the services, as set forth below.

Under no circumstances is L'Aviatore, our licensors, suppliers and employees liable, whether in contract, warranty, delict, vicarious liability or any other form of liability whatsoever, for any general, direct, indirect, incidental, special or consequential damages (including without limitation any loss of profits, loss of data, interruption, computer failure or pecuniary loss arising out of the Customer use or inability to use L'Aviatore's website and/or the services, even if L'Aviatore, our licensors, suppliers and employees have been advised of the possibility of such damages. The Customer only right or remedy with respect to any problems, dissatisfaction or other grievance with our website and/or the services is to discontinue the Customer use thereof.

14. CHOICE OF LAW, JURISDICTION & COSTS

These Terms of Use are governed by and construed in accordance with the laws of the Republic of South Africa. Any legal proceedings arising out of or relating to these Terms of Use will be subject to the jurisdiction of the South African courts.

In the event L'Aviatore need to instruct attorneys to protect or enforce any of L'Aviatore's rights against the Customer in Terms of Use, and should we L'Aviatore be awarded costs by an arbitrator or court, the Customer agrees that the Customer will be responsible for and undertake to reimburse L'Aviatore such costs on an "attorney-and-own-client" basis, as per the mandate between L'Aviatore and our attorneys.

Herewith L'Aviatore's nominated email address for communication; query@laviatoreparts.co.za.

L'Aviatore may change the above details by updating the Standard Terms and Conditions from time to Time. Please ensure that you use the email address as published on the L'Aviatore website.

15. INVALID, VOID & UNENFORCEABLE TERMS

Should any term herein be deemed invalid, void or unenforceable either in its entirety or in a particular application, such shall be severable, whilst the remainder of these Terms of Use shall nonetheless remain in full force and effect.

16. NO WAIVER

Any failure or delay by L'Aviatore at any time to require performance of any of the terms hereof shall in no manner or time be construed as a waiver by L'Aviatore rights, nor shall such affect L'Aviatore's rights at a later time to enforce the same.

17. QUERIES

Any queries regarding these Terms of Use must be directed to query@laviatore.co.za.

18. INFORMATION

Company name:	See definition of "L'Aviatore" in clause 2 above.
Registration number:	See definition of "L'Aviatore" in clause 2 above.
Website address:	See definition of "L'Aviatore" in clause 2 above.
Email address:	parts@laviatore.co.za (Parts). store@laviatoreparts.co.za (General). query@laviatoreparts.co.za (Queries). accounts@laviatoreparts.co.za (Accounts).
Telephone number:	+27 (012) 880-2605.