TERMS & CONDITIONS

USAGE

Persons using the SGS Bateman (PTY) LTD or subsidiaries/sister companies (hereinafter SGS Bateman (PTY) LTD) website for any reason whatsoever, subject themselves to and agree to the terms and conditions and privacy policy of SGS Bateman (PTY) LTD when accessing the website as set out below.

This website is intended to provide the user only with information regarding SGS Bateman (PTY) LTD and the services it offers.

Without derogating from the aforegoing, SGS Bateman (PTY) LTD hereby authorises the user to view, copy, download to a local drive, print and distribute the content of this website, or any part thereof, provided that: such content is used for information and/or non-commercial purposes only; and any reproduction of the content of this website, or portion thereof, must include the following copyright notice: © SGS Bateman (PTY) LTD 2025. All Rights Reserved.

Users who wish to use content from this site for commercial purposes may only do so with prior written permission from SGS Bateman (PTY) LTD.

INTELLECTUAL PROPERTY RIGHTS

All content, trademarks and data on this website, including but not limited to software, databases, text, graphics, icons, hyperlinks, private information and designs, are the property of or licensed to SGS Bateman (PTY) LTD, and as such, are protected from infringements by domestic and international legislation and treaties. Subject to the rights afforded to the user herein, all other rights to all intellectual property on this site are expressly reserved.

ELECTRONIC COMMUNICATIONS

By using this website or communicating with SGS Bateman (PTY) LTD by electronic means, the user consents and acknowledges that any agreements, notices, disclosures, or any other communications satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

CHANGES AND AMENDMENTS

SGS Bateman (PTY) LTD reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in this website without prior notice.

SGS Bateman (PTY) LTD reserves the right to change and amend the information, prices and rates quoted as well as the terms and conditions on this website without any notice.

LINKING AND FRAMING

Any third-party site may link to this website, provided that such a link is directed at the home page of this website. It is prohibited for any person, business, entity or website to link to any page other than the home page of this website without prior written approval of SGS Bateman (PTY) LTD.

It is prohibited for any person, business, entity, or website to frame any page on this website, including the home page, in any way whatsoever, without the prior written approval of SGS Bateman (PTY) LTD.

AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT

No information or data on this website is an offer to do business, but is merely an invitation to do business.

No agreements shall be concluded merely by sending a data message to this website or its owners. Valid agreements require an acknowledgement of the offer, of receipt from the institution.

No email message shall be deemed to have been received by the institution until a response has been issued from the institution. An automated response from the institution shall not satisfy this requirement.

SEARCHING TECHNOLOGY

The use of search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this website is not permitted if such technology will result in slowing down this website's server or copyright infringement of any data and information available from this website.

LINKS TO THIRD PARTY SITES

SGS Bateman (PTY) LTD may provide links to other websites only as a convenience to the user, and the inclusion of any link does not imply SGS Bateman (PTY) LTD's endorsement of such sites.

Linked websites or pages are not subject to the control of SGS Bateman (PTY) LTD. SGS Bateman (PTY) LTD shall not be held responsible or liable, directly or indirectly, in any way for the contents, use, or inability to use or access any linked websites or any links contained in a linked website.

SECURITY OF INFORMATION

All reasonable steps will be taken to secure a user's information.

Users undertake not to divulge their usernames and passwords to any other person.

It is expressly prohibited for any person, business, or entity to gain or attempt to gain unauthorised access to any information on this website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this website. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this website or attempts to gain unauthorised access to any page on this website shall be held criminally liable, and if SGS Bateman (PTY) LTD suffers any damage or loss, civil damages will be claimed.

DISCLAIMER

Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, SGS Bateman (PTY) LTD shall not be liable for any damage, loss or liability of any nature arising from the use or inability to use this website or the services or content provided from and through this website. Furthermore, SGS Bateman (PTY) LTD makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be uninterrupted and error-free.

This website is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy himself or herself, before entering into this agreement with SGS Bateman (PTY) LTD, that the service available from and through this website will meet the user's individual requirements and be compatible with the user's hardware and/or software.

Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of SGS Bateman (PTY) LTD.

All items purchased from SGS Bateman (PTY) LTD are made pursuant to agreements with shipping and delivery agents, and risk of loss passes from SGS Bateman (PTY) LTD to such agents upon delivery of any item to such carrier.

Neither SGS Bateman (PTY) LTD nor any of its agents or representatives shall be liable for any damage, loss or liability of any nature arising from the use or inability to use any information and/or services on this website.

Postings of any kind posted to this website are not editorially controlled and therefore SGS Bateman (PTY) LTD cannot be held liable for illegal or unconstitutional content. The user indemnifies SGS Bateman (PTY) LTD from all liability in this regard.

SEVERABILITY

These Terms and Conditions of Use constitute the entire agreement between SGS Bateman (PTY) LTD and you — the user of this website. Any failure by SGS Bateman (PTY) LTD to exercise or enforce any right or provision of these Terms and Conditions of Use shall in no way constitute a waiver of such right or provision.

If any Term or Condition of Use of this website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

APPLICABLE AND GOVERNING LAW

This website is hosted, controlled and operated from the Republic of South Africa, and thus South African Law governs the use or inability to use this website and these terms and conditions.

CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI

If you have any questions, queries, or wish to request permission to use any part of this website, including linking, framing, or searching, please contact SGS Bateman (PTY) LTD at: za.bateman@sgs.com

Copyright© 2025 SGS Bateman. All Rights Reserved.