

WEBSITE TERMS AND CONDITIONS

www.ldvsouthafrica.co.za | www.ldvauto.co.za

Africa Automotive Holdings (Pty) Ltd trading as LDV South Africa

Registration Number: 2023/277064/07

Last updated: March 2025

1. Introduction and Scope

The websites located at www.ldvsouthafrica.co.za and www.ldvauto.co.za (collectively the “Website”) are owned and operated by Africa Automotive Holdings (Pty) Ltd (Registration Number 2023/277064/07), trading as LDV South Africa (“LDV South Africa”, “we”, “us” or “our”).

These Terms and Conditions govern your access to and use of both domains. Visitors to the Website (hereinafter “Users”, which shall include the User’s beneficiaries, heirs, successors-in-title and assigns, and if the User is a juristic person, its shareholders, directors, employees, agents, service providers and representatives) are bound by this agreement and any ancillary provisions referred to herein.

By continuing to use the Website, you confirm that you have read, understood and agree to be bound by these Terms and Conditions. If you do not agree, you must discontinue use of the Website immediately.

2. Intellectual Property Rights

All content, trademarks and data on this Website — including but not limited to software, databases, text, graphics, icons, hyperlinks, designs and agreements — are the property of or licensed to LDV South Africa and are protected by applicable South African and international intellectual property laws.

The “LDV” brand name, associated logos and trademarks are used by Africa Automotive Holdings (Pty) Ltd under licence from the relevant brand owner. Nothing on this Website shall be construed as granting any licence or right to use any trademark, brand name or logo without the prior written consent of LDV South Africa or the applicable licensor.

The Website may also display images, names or content that constitute the trademarks, logos or copyrighted material of third parties. Such content may not be copied or used without the express written permission of the relevant third-party owner. To obtain permission, contact LDV South Africa or the applicable third party directly.

3. Disclaimers and Limitation of Liability

LDV South Africa makes no warranties of any nature in relation to the Website or services provided, including any warranty that the Website or its server is free from viruses or harmful components, or that its content and functionality are uninterrupted or error-free. LDV South Africa may suspend access to the Website at any time without notice and accepts no liability for any consequences thereof.

Information, ideas or opinions expressed on this Website are not to be regarded as professional advice. Users are encouraged to seek independent professional advice before acting on any information found on the Website.

All risk arising from use of the Website rests solely with the User. To the fullest extent permitted by applicable law, LDV South Africa shall not be liable for any indirect, special, consequential or incidental loss or damages, loss of profits, loss of revenue, loss of data, or loss of business opportunity arising from or related to the use of or inability to use the Website or its content,

whether arising in contract, delict, statute or otherwise, and whether or not LDV South Africa has been advised of the possibility of such damages.

Nothing in these Terms and Conditions excludes or limits liability for direct damages caused by LDV South Africa's own gross negligence or wilful misconduct, or any liability that cannot lawfully be excluded under the Consumer Protection Act 68 of 2008 or any other applicable South African legislation.

4. Data Protection and Privacy

LDV South Africa is committed to protecting your personal information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA"). Our collection, use and processing of personal information is governed by our POPIA Policy, available on the Website.

By using the Website and submitting any personal information, you consent to its processing as described in our POPIA Policy. You have the right to access, correct and request deletion of your personal information, and to lodge a complaint with the Information Regulator if you believe your rights have been infringed.

The Information Officer for LDV South Africa can be contacted at:

Email: compliance@ldvsouthafrica.co.za

Telephone: +27 (0)10 006 0449

Physical address: Block A, 4 Pieter Wenning Road, Sandton, Gauteng

5. Cookie Policy

The Website uses cookies to enhance the user experience and to collect anonymised site visitation statistics. A cookie is a small text file placed on your device when you visit the Website. We use cookies for the following purposes:

- Site analytics: to understand how Users interact with the Website and improve its content and functionality.
- Newsletter links: to identify which newsletter content is of interest to Users. This data is collected in aggregate form and is not linked to your personal information without your prior consent.
- Session management: to maintain your session state during a visit.

You may configure your browser to refuse cookies or to notify you when cookies are set. Please note that disabling cookies may affect the functionality of certain features of the Website. Continued use of the Website following notification of our cookie policy constitutes acceptance of same.

Web beacons or clear gif technology may be used to compile aggregated statistics about Website usage. This technology does not access your personally identifiable information.

6. Minors

This Website is a commercial automotive platform and is not directed at persons under the age of 18 ("Minors"). LDV South Africa does not knowingly collect personal information from Minors. In accordance with POPIA, where the processing of a Minor's personal information is required, the consent of a competent person (as defined in POPIA) must first be obtained.

If you are a Minor, you may not submit any personal information through this Website without the verifiable consent of your parent or legal guardian. LDV South Africa reserves the right to delete any personal information found to have been submitted by a Minor without appropriate consent.

7. Security

LDV South Africa implements reasonable technical and organisational measures to protect the integrity and security of this Website. Any person, company or organisation that attempts to deliver damaging code to, or gain unauthorised access to, this Website will be prosecuted and civil damages shall be claimed for any resulting loss.

Notwithstanding the above security measures, data transmission over the internet carries inherent risk and LDV South Africa cannot guarantee absolute security of data transmitted to or from the Website. Users are encouraged to take their own precautions when transmitting personal information online.

8. Prohibited Conduct

Users agree to use the Website lawfully and in accordance with this agreement. The following conduct is expressly prohibited:

- Submitting false, inaccurate or misleading information on the Website.
- Delivering or attempting to deliver any damaging code, malware, viruses, worms, trojan horses or any other malicious software to this Website.
- Attempting to gain unauthorised access to any page, system or network connected to this Website by any means, including hacking or password mining.
- Tampering with, modifying or otherwise corrupting the functionality, security or integrity of the Website.
- Threatening, stalking, defrauding, harassing or inciting harmful conduct against any person or business through the Website.
- Creating defamatory, trade libellous or unlawfully threatening content on or through the Website.
- Infringing any third-party intellectual property rights, including copyright, trademarks, patents or trade secrets.
- Reproducing, distributing or creating derivative works from Website content without authorisation from LDV South Africa.
- Attempting to reverse engineer any portion of the Website.
- Removing any copyright, trademark or proprietary rights notices from the Website or any printed or copied materials derived from it.
- Mining, recording or processing information about other users or businesses listed on the Website.
- Imposing an unreasonable or disproportionately large load on the Website's technical infrastructure.
- Using automated tools, robots, crawlers, spiders or scrapers to search, index or retrieve Website content without prior written permission.
- Framing or embedding any page of this Website within another website without written consent.
- Using the Website to transmit unsolicited commercial communications in contravention of applicable law.

Any misuse of the Website may result in suspension or termination of access, civil liability, and criminal prosecution where applicable. You will be liable for all costs, expenses, attorney's fees (on an attorney and own client scale) and fines incurred by LDV South Africa as a result of your prohibited conduct.

9. Electronic Communications

By visiting or interacting with the Website, or by sending emails to LDV South Africa, you consent to receiving electronic communications from us. You agree that all agreements, notices, disclosures and other communications sent electronically satisfy any legal requirement that such communications be in writing.

10. Hyperlinks and Third-Party Websites

The Website may contain hyperlinks to third-party websites. These are provided for convenience only. LDV South Africa does not endorse, sponsor or control the content of any linked third-party website and accepts no responsibility for their content or privacy practices. We recommend that you review the privacy policy and terms of use of any third-party website before use.

No third party may link to any page on this Website or use any technology to extract information from this Website without prior written consent from LDV South Africa.

11. Governing Law and Jurisdiction

This agreement and any disputes arising from it shall be governed by and construed in accordance with the laws of the Republic of South Africa. By using this Website, you consent to the exclusive jurisdiction of the South African courts in relation to all matters arising from these Terms and Conditions.

12. Severability

If any provision of these Terms and Conditions is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remaining provisions, which shall continue in full force and effect as if the invalid provision had not been included.

13. Force Majeure

LDV South Africa shall not be liable for any failure or delay in performance of its obligations under these Terms and Conditions to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, civil unrest, power outages, cyberattacks or failures of third-party service providers.

14. Changes to the Terms and Conditions

LDV South Africa may amend these Terms and Conditions at any time in its sole discretion, with or without notice. It is the User's responsibility to review these Terms and Conditions periodically. Continued use of the Website after any amendments constitutes acceptance of the revised Terms and Conditions.

15. Termination

LDV South Africa reserves the right to terminate this agreement and/or restrict access to the Website at any time, with or without cause. All provisions of these Terms and Conditions which by their nature should survive termination shall do so.