

MAYO MACS

WEBSITE TERMS OF USE

Clear terms for accessing and using the Mayo Macs website and its online facilities.

Company	Mayo Macs SA (Pty) Ltd
Registration No.	2003/014092/07
Effective date	1 October 2026
Website	www.mayomacs.co.za

IMPORTANT

By accessing or using this Website, you agree to these Terms of Use. If you do not agree, please discontinue use of the Website.

1. ABOUT THESE TERMS

1.1 These Terms of Use ("Terms") govern access to and use of www.mayomacs.co.za, including its pages, content, downloadable materials, forms, functionality and any related subdomains operated by Mayo Macs SA (Pty) Ltd ("Mayo Macs", "we", "us" or "our").

1.2 These Terms apply to every person who accesses or uses the Website ("you" or "User"), whether or not you submit information through a form or otherwise interact with us.

1.3 By accessing or continuing to use the Website, you acknowledge that you have read, understood and agree to be bound by these Terms. If you do not agree, you must stop using the Website.

1.4 These Terms should be read together with our Privacy Policy, Cookie Policy or cookie notice, and any other notices or terms displayed on the Website from time to time.

1.5 If a separate written agreement exists between you and Mayo Macs relating to the supply or purchase of products, grower services, employment, a commercial relationship or any other matter, that separate agreement will govern that relationship to the extent of any inconsistency with these Website Terms.

2. ABOUT MAYO MACS

2.1 The Website is owned and operated by Mayo Macs SA (Pty) Ltd, registration number 2003/014092/07, a company incorporated in the Republic of South Africa.

2.2 Mayo Macs is a South African macadamia business involved in, among other things, the processing, marketing and distribution of macadamias and the support of grower-shareholders.

2.3 Our principal website contact details are:

- Email: info@mayomacs.co.za
- Telephone: +27 13 733 4600
- Physical address: Mayo Macs, D16, Road 1054, Schagen, Nelspruit, 1207, South Africa

2.4 Contact details, facilities and operational information may change. The current information displayed on the Website should be used for general contact purposes.

3. PURPOSE OF THE WEBSITE

3.1 The Website is provided primarily for information and communication. It may include information about Mayo Macs, products and product specifications, grower services, sustainability, certifications, careers, news, contact channels, feedback facilities and downloadable resources.

3.2 Unless expressly stated otherwise, information on the Website is not an offer capable of acceptance and does not, by itself, create a binding contract, supply commitment, employment relationship, grower relationship, agency relationship or other legal obligation.

3.3 Sending an enquiry, feedback form, complaint, application or other message through the Website does not guarantee that Mayo Macs will accept, approve or act on the request. A binding commitment arises only where Mayo Macs confirms it in accordance with the applicable written agreement or process.

4. PERMITTED USE

4.1 You may access and use the Website for lawful, personal, informational or legitimate business purposes connected with Mayo Macs and its products or services.

4.2 You may view, print or download reasonable extracts of Website content for your own lawful, non-commercial reference, provided that you do not remove proprietary notices, misrepresent the content or suggest that Mayo Macs endorses you, your business or any third party.

4.3 Any other reproduction, republication, distribution, commercial exploitation, data harvesting or use of Website content requires Mayo Macs' prior written permission unless permitted by law.

5. PROHIBITED CONDUCT

You may not use the Website in a manner that is unlawful, fraudulent, abusive, harmful or that interferes with the Website, Mayo Macs or any third party. In particular, you may not:

- attempt to gain unauthorised access to the Website, servers, accounts, databases or systems;
- introduce malware, viruses, malicious code or other harmful technology;
- probe, scan, test or circumvent Website security or access controls without written authorisation;
- use automated tools to scrape, harvest, copy or extract Website content or personal information at scale without permission;
- impersonate another person or submit false, misleading, defamatory, infringing or unlawful information;
- use the Website to send unsolicited commercial communications, spam or abusive content; or
- use Mayo Macs' name, trade marks, content or Website in a way that is likely to cause confusion, reputational harm or infringement.

6. INTELLECTUAL PROPERTY

6.1 Unless otherwise indicated, the Website and its content - including text, photographs, graphics, designs, logos, trade marks, documents, product information, layouts, software and other materials - are owned by or licensed to Mayo Macs and are protected by applicable intellectual property laws.

6.2 Nothing in these Terms transfers ownership of any intellectual property to you. No licence is granted except the limited right to use the Website in accordance with these Terms.

6.3 Third-party names, trade marks, certifications, logos and materials remain the property of their respective owners and are used subject to applicable rights and permissions.

7. WEBSITE INFORMATION AND ACCURACY

7.1 Mayo Macs aims to keep Website information useful and reasonably current, but information may contain errors, omissions or outdated material and may be changed without notice.

7.2 Images, descriptions, specifications, availability, facility information, market information and other Website content are provided for general information. They should not be treated as a contractual specification, guarantee or representation unless expressly incorporated into a written agreement with Mayo Macs.

7.3 Where information on the Website conflicts with an executed contract, purchase order, current product specification, certificate, formal quotation or other written document issued or accepted by Mayo Macs for a specific transaction, that transaction-specific document will prevail to the extent of the conflict.

8. PRODUCT, AGRICULTURAL AND HEALTH INFORMATION

8.1 Macadamias are natural agricultural products and may be subject to natural variation. Product images and general descriptions on the Website are illustrative and may not represent every batch, grade, style, colour or characteristic.

8.2 Product specifications, food-safety information, packing information and certifications may be revised from time to time. Users who require information for purchasing, regulatory, food-safety, quality-control or technical purposes should verify the current applicable document directly with Mayo Macs before relying on it.

8.3 Agricultural, technical or grower information on the Website is general in nature and may not be suitable for a particular orchard, site, cultivar, climate, pest pressure or farming operation. Site-specific decisions should be made using appropriate professional or technical advice.

8.4 Any nutritional, wellness or health-related information is provided for general information only and is not medical, dietary or healthcare advice. Users should obtain appropriate professional advice where required, including in relation to allergies, medical conditions or dietary needs.

9. CERTIFICATES AND DOWNLOADABLE DOCUMENTS

9.1 The Website may make certificates, product specifications, brochures, policies, forms or other documents available for viewing or download.

9.2 The scope, validity period, issue date and conditions stated on the relevant document apply. A certificate displayed on the Website should not be interpreted as applying beyond its stated scope, facility, product, period or issuing body.

9.3 Mayo Macs may replace, withdraw or update downloadable documents at any time. Users who require a document for contractual, audit, compliance or regulatory purposes should confirm that they are using the current version.

10. FORMS, FEEDBACK AND USER SUBMISSIONS

10.1 The Website may allow you to submit enquiries, contact details, feedback, complaints, supporting photographs, career information or other material ("User Submissions").

10.2 You remain responsible for the accuracy, lawfulness and appropriateness of any User Submission. You must have the necessary right or permission to provide any personal information, image, document or other content that relates to another person.

10.3 By submitting material, you give Mayo Macs a non-exclusive permission to receive, store, review, copy and use that material to the extent reasonably necessary to respond to the submission, investigate a matter, administer a relationship, comply with law, protect legitimate interests, or carry out the purpose for which the material was provided.

10.4 Submitting a message through the Website does not mean that it has been accepted, approved or actioned. If your matter is urgent or you do not receive a response within a reasonable period, you should follow up using the contact details on the Website.

11. PRIVACY AND PERSONAL INFORMATION

11.1 Mayo Macs processes personal information in accordance with applicable South African data-protection law, including the Protection of Personal Information Act 4 of 2013 (POPIA), where applicable.

11.2 The Website may collect personal information when you complete forms, contact us, submit feedback, upload supporting material, apply for opportunities, subscribe to communications or otherwise interact with Website features.

11.3 Details about the categories of personal information collected, purposes of processing, sharing, retention, security and data-subject rights should be set out in Mayo Macs' Privacy Policy. The Privacy Policy forms part of the broader Website legal framework and should be read with these Terms.

11.4 You should not submit confidential, special personal information or commercially sensitive information through a general Website form unless it is reasonably necessary for the relevant purpose and the form or process is intended to receive it.

12. COOKIES AND ANALYTICS

12.1 The Website may use essential cookies and, where applicable, analytics or similar technologies to operate the Website, remember preferences, understand Website usage, improve functionality and support security.

12.2 Where consent is required by applicable law or Website configuration, users will be given relevant choices through the cookie banner or settings made available on the Website.

12.3 More information about cookies and analytics should be provided in the Website's Cookie Policy, cookie notice or Privacy Policy, as applicable.

13. THIRD-PARTY WEBSITES AND SERVICES

13.1 The Website may contain links to third-party websites, platforms, documents, certification bodies, social media services or other external resources. These links are provided for convenience or information.

13.2 Mayo Macs does not control third-party websites or services and is not responsible for their content, availability, security, privacy practices, accuracy or terms. A link does not necessarily imply endorsement unless expressly stated.

13.3 You access third-party websites and services at your own discretion and subject to the third party's own terms and policies.

14. WEBSITE AVAILABILITY AND SECURITY

14.1 Mayo Macs may suspend, restrict, change, update or withdraw all or part of the Website without prior notice, including for maintenance, security, operational or legal reasons.

14.2 We take reasonable measures to support Website security but cannot guarantee that the Website, downloads, emails or internet communications will always be secure, uninterrupted, error-free or free from malicious code.

14.3 You are responsible for using appropriate security measures on your own devices and systems, including current software, secure passwords, backups and anti-malware protection where appropriate.

15. DISCLAIMER

15.1 To the fullest extent permitted by law, the Website and its content are provided on an "as is" and "as available" basis. Mayo Macs does not make any warranty that the Website will always be available, uninterrupted, error-free, secure, complete or suitable for a particular purpose.

15.2 Nothing on the Website constitutes legal, financial, medical, nutritional, agricultural or other professional advice unless expressly identified as professional advice provided for a specific engagement.

15.3 Users should independently verify material information before acting on it where the consequences of error could be material.

16. LIMITATION OF LIABILITY

16.1 To the fullest extent permitted by law, Mayo Macs will not be liable for indirect, incidental, special or consequential loss arising solely from access to, reliance on, or inability to use the Website or Website content.

16.2 Mayo Macs will not be responsible for loss caused by events outside its reasonable control, third-party websites or services, a user's device or network, unlawful third-party interference, or the user's failure to take reasonable precautions.

16.3 Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited, or any rights or remedies that a consumer may have under applicable law, including the Consumer Protection Act 68 of 2008 where it applies.

17. INDEMNITY FOR UNLAWFUL USE

To the extent permitted by law, you agree to indemnify Mayo Macs against reasonable losses, liabilities, claims and costs arising from your unlawful use of the Website, your infringement of third-party rights, or material that you knowingly submit in breach of these Terms. This clause does not apply to the extent that a loss was caused by Mayo Macs' own unlawful conduct.

18. ELECTRONIC COMMUNICATIONS

18.1 By using the Website or contacting Mayo Macs electronically, you acknowledge that communications and records may be created, sent, received and stored electronically in accordance with applicable law, including the Electronic Communications and Transactions Act 25 of 2002 (ECTA).

18.2 Website forms and email are communication channels. Unless expressly stated otherwise, an electronic message does not constitute acceptance of an order, offer, application, complaint outcome or other binding commitment merely because it was transmitted or automatically acknowledged.

19. CHANGES TO THESE TERMS

19.1 Mayo Macs may update these Terms from time to time to reflect changes to the Website, business practices, technology or legal requirements.

19.2 The current version will be published on the Website with an updated effective or revision date. Continued use of the Website after revised Terms are published constitutes acceptance of the revised Terms to the extent permitted by law.

20. GOVERNING LAW AND JURISDICTION

20.1 These Terms and the use of the Website are governed by the laws of the Republic of South Africa.

20.2 Subject to any mandatory dispute-resolution or consumer-protection rights that may apply, disputes arising from these Terms or the Website will be subject to the jurisdiction of the competent courts of South Africa.

21. GENERAL

21.1 If any provision of these Terms is found to be invalid or unenforceable, that provision will be severed or limited to the minimum extent necessary and the remaining provisions will continue to apply.

21.2 A failure or delay by Mayo Macs to enforce a right under these Terms does not amount to a waiver of that right.

21.3 Headings are used for convenience and do not affect interpretation.

21.4 These Terms apply only to use of the Website. Commercial supply, procurement, grower, employment or other relationships may be governed by separate agreements and policies.

22. CONTACT US

Questions about these Website Terms of Use may be directed to:

Mayo Macs SA (Pty) Ltd

Email: info@mayomacs.co.za

Telephone: +27 13 733 4600

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