

## LEGAL NOTICE

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BAIC TABLE VIEW (PTY) LTD

All and any legal rules, including but not limited to policies, guidelines, terms and conditions and regulations for BAIC Table View are to be read, used and accepted in conjunction with the legal regulations and policies of BAIC South Africa (Pty) Ltd alike.

BAIC Table View (Pty) Ltd and BAIC South Africa (Pty) Ltd shall hereinafter be referred to as BAIC Table View.

BAIC Table View (Pty) Ltd is situated at 2 Pentz Drive, Table View Shopping Centre, Cape Town, South Africa, 7441. We can be contacted by e-mail at [keith@baictv.co.za](mailto:keith@baictv.co.za) or via phone on **(021) 001 9981**. BAIC Table View respects your privacy and will therefore treat your information with respect.

For the purposes of this document, all through the line marketing, media and advertising mediums including (but not limited to) print, e-mail marketing, communications and promotions, social media platform advertising, digital executions, information and content on websites shall hereinafter be referred to as "Digital Marketing".

#### 1. E-MAIL DISCLAIMER

The information contained in our e-mail communications is confidential and may be legally privileged. It is intended solely for the person or entity to whom or which it is addressed. If you are not the intended recipient, you are not entitled to read, copy, use or disclose any information contained in the message/s to others. Disclosure and / or use may lead to civil liability. If you received a message in error, please notify the sender immediately by replying to this e-mail and thereafter permanently deleting the message and any attachments to it. BAIC Table View accepts no liability whatsoever for any loss whether it be direct, indirect or consequential, arising from information made available and/or actions resulting therefrom. Please be aware of scam messages claiming to be from BAIC Table View, if you have any doubt concerning the authenticity of any email, please contact us on the details provided above.

#### 2. DIGITAL MARKETING DISCLAIMER

This section includes, but is not limited to, advertising initiatives such as advertising banners, social media applications and platforms, videos, photos, SMS's, digital content and/or e-mailers, hereafter referred to as "Digital Marketing". We may request personal information however it is up to you as to whether you provide this information or not.

#### 3. CHANGES TO WEBSITE

BAIC Table View reserves the right in its sole discretion and without notice, to change these website terms and conditions, interrupt, terminate or modify any part or function of this website. By continuing to use this website, you agree to be bound by the terms and conditions in place at the time of your access.

#### **4. PERSONAL DIGITAL CONTENT**

BAIC Table View may take photo or video content of our clients from time to time, an example would be when delivering a vehicle. Unless explicitly denied by you and reduced to writing, you hereby grant permission to BAIC Table View the rights of your image/s, in video or still, and of the likeness and sound of your voice as recorded on audio or video without payment or any other consideration. By agreeing to have the footage taken you by default understand that your image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, you waive any right to royalties or other compensation arising or related to the use of your footage taken.

Photographic, audio or video recordings may be used for ANY USE which may include but is not limited to: BAIC Table View's marketing and advertising initiatives on all or any digital media and marketing platforms including social media, digital, online, internet videos and imaging, websites and the likes thereof.

Please contact us on the details provided above should you require more information or notify us should you wish to decline consent for same.

#### **5. TRADEMARKS**

Unless otherwise indicated, all marketing materials, images, digital displays and adverts (and the likes thereof) are subject to the trademark rights of the BAIC Table View and the BAIC group which include, but are not limited to, model name plates, corporate logos, branding or emblems.

#### **6. INTILLECTUAL PROPERTY**

No license to BAIC Table View's intellectual property or intellectual property of third parties has been granted through any imaging, videos or marketing material displayed on any platform. This includes BAIC Table View's patents, trademarks and copyrights.

#### **7. PRODUCT INFORMATION**

All imaging and information displayed on this website, or on any digital media platform, are an overview intended for awareness and illustration purposes only.

All information, specifications and illustrations contained in any Digital Marketing initiatives, or any Digital Executions are based on the latest product information available at the time of publication. BAIC Table View reserves the right to make any changes at any time, without notice, in colours, material, features, equipment, pricing, vehicle content, information, product specifications and models, and is not responsible for typographical errors. BAIC Table View will, subject to legal requirements, determine the Model Year designation of its vehicles.

All prices shown are recommended retail prices which are not binding on BAIC Table View or its' employers. The recommended retail price includes VAT but excludes optional features which is available on the model but excludes Dealer delivery, on the road charges and any other related charges.

Standard, extended and optional warranties are a contract between the customer, an independent insurer and independent administrator. Since these warranties differ, kindly confirm your warranty information upon purchase of a vehicle.

Some vehicles pictured may contain non-S.A. equipment. Some models may be shown with optional equipment. Dimensions, capacities and performance specifications apply to standard vehicles. Further information can be obtained from your BAIC Table View dealer at the contact details provided above.

## **8. NO WARRANTIES OR REPRESENTATIONS**

BAIC Table View endeavors to ensure that the information on this website and all Digital Marketing material is accurate. We, however, provide the information without any warranty, express or implied. We accordingly accept no liability arising from the information being unsuitable for any specific purpose, outdated, inaccurate or incomplete.

All information is provided by BAIC Table View 'as is' and without warranty of any kind, expressed or implied, including (but not limited to) any implied warranties of merchantability, fitness for any particular purpose, or non-infringement. While the information provided by BAIC is believed to be accurate, it may include errors or inaccuracies. BAIC Table View will not be held liable for any errors or representations.

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## **9. COPYRIGHTS**

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## **10. MISUSE STATEMENT**

BAIC Table View reserves the right to prevent your access to this website if you misuse it in any manner. Prevention of access shall be in our sole discretion and in addition to any other rights BAIC Table View may have arising from misuse of the website.

## **11. GOVERNING LAW**

These terms and conditions are subject to South African law. The parties to any dispute or action hereby submit to the exclusive jurisdiction of the South African courts.

*This document was last updated on 26/09/2024*