

TERMS & CONDITIONS

Governing the use of www.orcafuels.co.za and www.orcasmartfuel.co.za

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1. Introduction

Welcome to www.orcafuels.co.za and www.orcasmartfuel.co.za (together, the "Website" or "Sites"), owned and operated by Orca Fuel Solutions (Pty) Ltd, registration number 2017/195329/07 ("Orca Fuel Solutions", "Orca", "we", "us" or "our"), with its registered address at Transnet Gauge Yard, Pommern Street, Humeral, Port Elizabeth (Gqeberha), 6001, South Africa. Orca Smart Fuel is a dedicated fuel management division operating under Orca Fuel Solutions.

By accessing or using either Site, you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree with any part of these Terms, please do not use the Sites.

2. Definitions

"Content" means all text, graphics, images, logos, product specifications, brochures, videos and other material published on the Sites.

"User", "you" or "your" means any person who accesses or uses the Sites.

"Services" means the fuel storage, fuel management, and related products and information described on the Sites.

3. Use of the Website

3.1 The Sites are made available for general information purposes about Orca Fuel Solutions, Orca Smart Fuel, and our products and services.

3.2 You may view, download and print extracts of the Sites for your own personal or internal business use, provided you do not modify any Content and you retain all copyright and proprietary notices.

3.3 You may not use the Sites for any unlawful purpose, to transmit harmful code, to scrape or harvest data without our consent, or in any way that could damage, disable or impair the Sites or interfere with any other party's use of the Sites.

4. Intellectual Property

4.1 All Content on the Sites, including the Orca and Orca Smart Fuel names, logos, trademarks, product designs, photographs, drawings and written material, is owned by or licensed to Orca Fuel Solutions and is protected by South African and international copyright, trademark and other intellectual property laws.

4.2 Nothing in these Terms grants you any right or licence to use any Orca trademark, trade name or logo without our prior written consent.

5. Product Information and Accuracy

5.1 We take reasonable care to ensure that product descriptions, specifications, images, capacities and technical data published on the Sites are accurate and up to date. Products — including self-bunded fuel storage tanks, modular fuel farm infrastructure, and fuel management systems — are subject to ongoing design improvement, and specifications may change without notice.

5.2 Content on the Sites is provided for general information purposes only and does not constitute professional, technical or engineering advice. Any project-specific specification, quotation, drawing or advice must be confirmed directly and in writing with our sales or technical team before being relied upon.

5.3 Nothing on the Sites constitutes an offer capable of acceptance, a binding quotation, or a contract of sale. Any purchase, supply or installation of products or services is subject to a separate written agreement, quotation and/or purchase order between you and Orca Fuel Solutions.

6. Enquiries and Quote Requests

6.1 The Sites include contact and quote request forms through which you may submit your name, contact details, company information and enquiry details to us.

6.2 By submitting a form, you consent to us using your information to respond to your enquiry, prepare a quotation, and otherwise communicate with you about our products and services, in accordance with our Cookie Policy and applicable data protection law.

6.3 We aim to respond to enquiries promptly but do not guarantee a response within any specific timeframe.

7. Third-Party Links

The Sites may contain links to third-party websites, including technology partners, suppliers and social media platforms. These links are provided for convenience only. We do not control and are not responsible for the content, accuracy or practices of any third-party website, and inclusion of a link does not imply endorsement.

8. Disclaimer of Warranties

8.1 The Sites and all Content are provided "as is" and "as available" without warranties of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement, or that the Sites will be uninterrupted, secure or error-free.

8.2 We do not warrant that the Sites are free of viruses or other harmful components.

9. Limitation of Liability

9.1 To the maximum extent permitted by law, Orca Fuel Solutions, its directors, employees and agents will not be liable for any direct, indirect, incidental, special or consequential loss or damage arising out of or in connection with your access to or use of (or inability to use) the Sites, including loss of profits, revenue, data or business opportunity.

9.2 Nothing in these Terms limits or excludes liability that cannot lawfully be limited or excluded under South African law, including the Consumer Protection Act 68 of 2008, where applicable.

10. Indemnity

You agree to indemnify and hold harmless Orca Fuel Solutions and its directors, employees and agents against any claim, loss, liability or expense arising from your breach of these Terms or your misuse of the Sites.

11. Privacy and Cookies

Our collection and use of personal information through the Sites, including information submitted through contact and quote forms and information collected through cookies and analytics tools, is described in our Cookie Policy, which forms part of these Terms. We process personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA).

12. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of South Africa. You agree to submit to the non-exclusive jurisdiction of the South African courts in respect of any dispute arising from these Terms or your use of the Sites.

13. Changes to These Terms

We may update these Terms from time to time to reflect changes in our business, products or legal requirements. The updated Terms will be posted on the Sites with a revised "last updated" date, and continued use of the Sites after such changes constitutes acceptance of the updated Terms.

14. Contact Us

If you have any questions about these Terms, please contact us:

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