## 1. Acceptance of Terms and Conditions

1.1. The website nanocad.co.za (hereinafter referred to as "the website") is made available by SolidCAD (Pty) Ltd (hereinafter referred to as "SolidCAD").

1.2. The terms and conditions set out below, including any additional document incorporated by reference (hereinafter referred to as "the terms and conditions"), apply to any person who uses the website, visits it, refers to it, or viewed (hereinafter referred to as "the visitor").

1.3. The terms and conditions regulate the terms and conditions under which any visitor visits and/or uses the website (hereinafter referred to as "use") and the information, content, products or services available on the website (hereinafter referred to as "the content") belong to the owner, its subsidiaries, its secondary companies, its holding companies, partners, third party suppliers or any other party.

## 2. SolidCAD's information

The Electronic Communications and Transactions Act 25 of 2002 states that when goods or services are delivered through certain electronic transactions, the seller of these goods must disclose certain information about himself to his customers on the website where the goods are offered.

2.1. SolidCAD information is as follows:

2.1.1. Full names and status: SolidCAD (Pty) Ltd, a private company with the registration number 2021/370106/07.

2.1.2. The physical address and the address for signing documents is: Unit E1, Centurion Business Park, Corner Bosmansdam and Democracy Way, Milnerton, Cape Town, [POSTAL CODE];

2.1.3. Telephone number: +27 21 555 1513;

2.1.4. Website: nanocad.co.za;

2.1.5. Email address: nanosales@nanocad.co.za

## 3. The transaction between you and SolidCAD

3.1. Obligations of you as a consumer:

3.1.1. As a consumer, you confirm that you are over 18 years of age and are a natural person with commercial competence.

3.1.2. You hereby confirm that you have an obligation to provide SolidCAD with accurate and correct personal information. You further confirm that you will promptly notify SolidCAD of any change in your personal details, specifically your contact details and shipping address.

3.1.3. As a consumer, you undertake to use the website only for the purpose for which it is intended and suitable and is used. Furthermore, you undertake not to infringe on the integrity of the website, or any information or products displayed on it.

3.1.4. You accept that SolidCAD is entitled to take any reasonable steps to prevent possible fraud, including deactivating any links or products.

3.2. Orders and purchases on SolidCAD's website

3.2.1. A transaction is only final after the order has been placed online, the process for purchases has been followed and full payment for all items has been received by SolidCAD.

3.2.2. Products that are therefore placed in your "shopping basket" or on your "wish list", or ordered with Direct Bank Transfer, Proforma Invoice or Quote option, but have not yet been paid for, will not be considered a final transaction.

3.2.3. SolidCAD may from time to time remove items that appear in your "wish list" if stock of the item is no longer available.

3.2.4. SolidCAD occasionally runs promotions and sales, during which certain products are available at discounted prices for a set period of time. The price applicable to the product will be the price at the time you complete your purchase of the product (at checkout). Any price offered for particular product may also be different when you are logged into your account from the price available to users who aren't registered or logged in, because some of our promotions are available only to new users.

3.3. Cancel your order

3.3.1. You can cancel the transaction at any time before the complete transaction has been executed.

3.3.2. Once the full amount due to SolidCAD has been paid, the transaction is final and the purchases cannot be cancelled via the website.

3.3.3. However, if you would like to cancel the transaction, you must write to nanosales@nanocad.co.za within 24 hours after the purchase has been completed, but before the goods have been dispatched or software licence has been procured. In such a case, the transaction will be cancelled at no cost to you, and the amount already paid will be refunded to you.

3.3.4. Cooling-off period: A consumer is entitled to cancel the transaction without reason within seven (7) days of purchasing a product. In such a case, you must write to nanosales@nanocad.co.za within the stated period in order to cancel the transaction. You will be charged the cost of returning the goods to the supplier/service provider.

3.3.5. A transaction may also be cancelled by you if the physical goods ordered were not delivered within the framework for delivery. Also see the full returns and refunds policy and the Shipping Charges and Delivery section below.

3.3.6. SolidCAD reserves the right to cancel a transaction in full or in part at any time in the event that fraud is suspected or where the full amount for the transaction has not been received.

3.3.7. SolidCAD will only be responsible for the refund of monies already received and accepts no other liability that may arise from the rejection process of such an order or purchases.

3.4. Costs and taxes

3.4.1. Each item's price is clearly listed with the items. When items have been loaded into your "shopping basket", the prices will also be clearly displayed.

3.4.2. VAT of 15% is charged on all items purchased in South Africa.

3.4.3. Import duties may be payable by certain recipients of goods abroad. SolidCAD takes no responsibility for the various import taxes that may apply. Such charges are the responsibility of the customer.

3.5. Shipping costs and delivery of physical goods

3.5.1. All orders/transactions of physical goods whose value is more than R2000.00 (two thousand rand) are delivered free of charge by courier services. However, the above mentioned free delivery is only valid for delivery addresses within the borders of South Africa.

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3.5.2. Orders whose transaction value is less than R2000.00 (two thousand rand) are calculated according to delivery address and chosen service package.

3.5.3. Delivery takes place within 25 (twenty-five) business days in South Africa. Delivery will be confirmed by an order confirmation email.

3.6. Advance orders

3.6.1. From time to time SolidCAD will advertise products that will be available in the future. This gives you the opportunity to order the product even before it is available on the shelves. Note, however, that these products are ordered separately and cannot form part of your total basket where you purchase products that are already available.

3.6.2. The procedure that applies regarding the payment and delivery of goods ordered on advance order will be communicated to you.

3.7. Availability of stock

3.7.1. SolidCAD will at all times undertake to advertise products as far as possible on the website that are available at the time of the advertisement, excluding the products available on pre-order referred to above.

3.7.2. Please note, however, that stock may be limited and if SolidCAD cannot deliver the items purchased by you for whatever reason, you will be informed by SolidCAD of this and you will be entitled to a full refund for the amount paid for the relevant product. Also see the Returns and Refunds Policy below.

3.8. Payment methods:

3.8.1. You can pay in any of the following ways: Visa, MasterCard. Card transactions will be processed for SolidCAD via Payfast. Payfast uses a strict form of encryption, namely PCI-DSS Level 1 with 3-D Secure and no card details are stored on the SolidCAD website. Users can visit https://payfast.io/security-fraud/ to view their security policy.

3.8.2. Card Transactions: When the order is placed, the transaction details are sent to the bank and payment is recovered immediately. If approval is not obtained from the bank, the transaction will be cancelled.

3.8.3. No orders can be placed on credit.

3.9. Trade outlet country and transaction currency

3.9.1. South Africa is the trading outlet country at the time payment options are presented to the cardholder. The transaction currency is South African Rand (ZAR).

3.10. Record of sales

3.10.1. A complete record of your purchases at SolidCAD will be kept for a period of 12 (twelve) months.

3.10.2. During this period you will be able to view and print your previous purchase records. Note that this only includes the transactions that you carried out on SolidCAD's website from 19 September 2026.

3.10.3. It also does not include any orders that you have placed with SolidCAD by phone, by e-mail or in any other way.

## 4. Returns and Refunds Policy

4.1. General

You are entitled to return any item purchased from SolidCAD if:

4.1.1. The wrong product/license or content has been delivered to you; or

4.1.2. The physical product you received is defective (broken) or not in good condition; in which case you are entitled to a full refund and/or replacement of the product.

4.1.3. Returns in the case where the wrong physical goods have been received must be made within five (5) business days of receiving the product and SolidCAD will be responsible for the return costs. Returns in the case where the product is defective can be made within one (1) month of receipt of the defective goods and SolidCAD will be responsible for the return costs. Your internet connection, software, hardware or other prerequisites not met, do not constitute defective goods.

4.1.4. Note that SolidCAD is entitled to inspect the goods returned after the period referred to above. If it is found that the goods are not defective and/or are in good condition, you will still be responsible for the transaction costs and you will also be invoiced for any shipping costs that may apply.

4.1.5. If you are entitled to a refund for any of the above reasons, such a refund will be made in the following way:

4.1.5.1. Proof of bank account details, on a letterhead from your bank, must be sent to SolidCAD via e-mail: nanosales@nanocad.co.za;

4.1.5.2. Repayment will be made via EFT directly to your bank account.

4.1.5.3. Please note that the refund process may take up to 30 days for approval.

4.2. Late delivery of products

4.2.1. If a product is not delivered within the agreed delivery time, or within 30 days of purchasing the product where a specific delivery time has not been agreed upon, the Electronic Communications and Transactions Act states that you have the right to cancel an order by giving seven (7) days' notice to the seller (SolidCAD). In such a case, send an e-mail notification to nanosales@nanocad.co.za.

4.2.2. If the product purchased is no longer available, SolidCAD must notify you and refund you in full within 30 days of your notification.

4.2.3. SolidCAD takes no responsibility or liability for any product not received or delivered late as a result of incorrect, inaccurate, or incomplete contact details or shipping address, inadequate internet connection, software or hardware not up to required specifications, and Anti-piracy policies of the supplier. It is your responsibility to provide the correct contact details and shipping address at all times and ensure your internet connection is stable; hardware and software are within the required specification as well as adherence to the anti-piracy policy of the supplier.

4.3. Defective and/or damaged physical goods

4.3.1. If within one (1) month of receiving the physical product from SolidCAD, you find that the product is defective, the product may be returned to SolidCAD. SolidCAD will be responsible for, in consultation with you:

4.3.1.1. To refund the amount for which the product was purchased in full; or

4.3.1.2. To replace the product.

4.3.2. Due to the nature of software as products, it is unlikely that SolidCAD products are considered to be defective. Ordinary use of software as products should not give rise to any defectiveness.

4.4. Arrangements regarding returns

4.4.1. If you wish to return any product to SolidCAD within the guidelines of the Terms and Conditions, you must notify SolidCAD of this by sending an e-mail to nanosales@nanocad.co.za or by calling +27 21 555 1513. SolidCAD will provide you with a reference number for the return. Any physical product being returned must be sent to SolidCAD at Unit E1, Centurion Business Park, Corner Bosmansdam and Democracy Way, Milnerton, Cape Town, 7441. You must ensure that the physical product being returned is packed according to the correct guidelines of the couriers:

4.4.1.1. The product must be protected by the correct packaging material;

4.4.1.2. Where possible, the product must still be in its original packaging; and

4.4.1.3. The reference number for the return must be clearly marked on the package.

**5. Digital content**

5.1. Online courses, virtual courses and other digital products can be ordered on the website and the same procedure that applies to the order and payment of non-digital products will apply. Once the transaction has been completed and access to the software license has been granted by Nanosoft AS or other software supplier, digital content /license orders cannot be cancelled or refunded. Online courses, virtual courses, software licenses and other digital product transactions are final.

**6. Intellectual property**

6.1. All content of the website, including all data, text, databases, photographs, graphic works, courses, content and software are subject to copyright protection. Copyright in all material on the website belongs to SolidCAD or is licensed to SolidCAD. SolidCAD's copyright enjoys protection in South Africa, as well as in other countries of the world. Except for limited and reasonable private use, as stipulated in the Copyright Act 98 of 1978, no material from the website may be reproduced, redistributed or misused without SolidCAD's permission.

6.2. No copyright is transferred to you with the purchase of any product or access to any content.

6.3. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any content unless we give you explicit permission to do so in a written agreement signed by a SolidCAD authorised representative. This also applies to content you can access via any of our APIs.

6.4. Trademarks appearing on the website belong to SolidCAD or are licensed to SolidCAD. In this connection, you should note that the name SolidCAD, certain titles of courses, certain products, certain graphic representations, and certain names are protected as trademarks. Trademarks may not be used without permission.

**7. Disclaimer**

7.1. Neither SolidCAD nor any of its agents or representatives will be held responsible for any damage, loss or liability of any kind that may arise from the inability to use this website. At no time can SolidCAD make any warranty, implied or otherwise, that this website is free of errors and that the service will function 100% correctly without any interruptions or error messages. If you should find any error on the website, please contact SolidCAD at the following email address: nanosales@nanocad.co.za.

7.2. Information, ideas and opinions on this website should not be seen as professional advice or the official opinion of SolidCAD.

7.3. SolidCAD will further be indemnified from any claims arising from the use of any website, link, e-book, course or other relevant platforms, including third party links and platforms accessible from this website.

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## 8. Privacy

8.1. It is the intention of SolidCAD to carry out and fulfil all obligations relating to the protection of personal information.

8.2. You undertake to provide SolidCAD with the correct information and details, and to notify SolidCAD in a timely manner of any changes to your personal information.

8.3. SolidCAD may obtain, use and store your personal information during your use of the website and the services available on it.

8.4. SolidCAD will take all possible steps to protect your personal information. For the purpose of this clause, "personal information" is defined in accordance with the Promotion of Access to Information Act 2 of 2000 (PAIA) and the Protection of Personal Information Act 4 of 2013. These Acts can be downloaded from www.justice.gov.za and www.polity.org.za

8.5. SolidCAD may electronically obtain, store and use the following information from you:

8.5.1. name and surname;

8.5.2. date of birth;

8.5.3. gender;

8.5.4. country where you live;

8.5.5. nearest city;

8.5.6. non-personal search habits and click patterns;

8.5.7. email address;

8.5.8. mobile phone number (if provided by you);

8.5.9. IP address; and

8.5.10. ID number/passport number.

8.6. SolidCAD may use the information for the following purposes:

8.6.1. to greet you when you land on the website;

8.6.2. subject to your consent thereto, to inform you about matters relating to the access and use of SolidCAD's website;

8.6.3. subject to your consent thereto, to send you special offers and competitions from SolidCAD and/or its partners;

8.6.4. to compile non-personal statistics about search habits, click patterns and access to the website;

8.6.5. to verify your identity when you carry out transactions on SolidCAD's website;

8.6.6. to ensure that the goods have been received by the addressee; and

8.6.7. to ensure relevant certification with correct details as supplied by the user can be issued.

8.6.8. The above information is either collected electronically through the use of "cookies" or is offered voluntarily by you. You can set the use of "cookies" independently through the settings on your own internet browser. You can also opt out of receiving communications from SolidCAD and its partners.

8.7. SolidCAD may collect, store, compile, control and share information about you subject to SolidCAD not disclosing your personal information unless:

8.7.1. you agree to it; or

8.7.2. SolidCAD is obliged to do so by legal processes or rules.

8.8. You are entitled to withdraw your consent to the use and storage of the personal information or to object to the use and storage of your personal information at any stage. This may however impact your access and usage of the SolidCAD website and content made available via the platform. In such case of consent withdrawal, access to content will be terminated and no refund will be made in accordance with section 12.

8.9. SolidCAD may compile, use and share any information that does not relate to a specific consumer.

8.10. SolidCAD owns and retains all rights to non-personal statistics collected and compiled by SolidCAD.

8.11. You are entitled at any time, after proper proof of identification has been provided to SolidCAD, to request SolidCAD to confirm free of charge that SolidCAD holds personal information about you and to request SolidCAD to supply a record of the information held within a reasonable time, for a prescribed fee (if any), in a format that is understandable.

8.12. After obtaining the information as stated, you are entitled to request SolidCAD to correct or remove any information in SolidCAD's possession that is incorrect, irrelevant, excessive, outdated, incomplete, misleading or unlawfully obtained.

8.13. You are entitled to lodge a complaint with the Information Regulator in connection with any interference with the protection of your personal information. You are also entitled to bring civil action regarding the interference with the protection of your personal information.

8.14. Also refer to the SolidCAD Website Cookie Policy, SolidCAD Privacy Statement Policy and Social Media House Rules that will apply in general to the SolidCAD website.

## 9. Applicable law, legislation and regulations

9.1. General

SolidCAD is subject to the following regulations and legislation:

9.1.1. the Consumer Protection Act 68 of 2008 in relation to any products sold by SolidCAD through its website; and

9.1.2. the Electronic Communications and Transactions Act 25 of 2002 relating to SolidCAD's payment systems and security; and

9.1.3. the Protection of Personal Information Act, 4 of 2013 in relation to personal information obtained through the use of the website; and

9.1.4. the Copyright Act 98 of 1978 in relation to this website and any products sold by SolidCAD through its website; and

9.1.5. the Trade Marks Act 194 of 1993 in relation to this website and any products sold by SolidCAD through its website; and

9.1.6. the Constitution 108 of 1996 relating generally.

9.2. Jurisdiction

9.2.1. This website is stored, controlled and operated from the Republic of South Africa and is therefore subject to South African legislation. South African Law will apply to any possible dispute, transaction, or interpretation of these Terms and Conditions.

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9.2.2. Parties further consent to the exclusive jurisdiction of the Magistrates Court in Cape Town, Western Cape, South Africa, notwithstanding where a dispute or transaction arises, or where the website is hosted.

9.3. Possible disputes

9.3.1. Any dispute arising from the use of this website must be approached as follows:

9.3.2. You must inform SolidCAD about it within five (5) business days from the origin of the dispute by sending an e-mail to nanosales@nanocad.co.za or by calling +27 21 555 1513.

9.3.3. If SolidCAD and you cannot resolve this dispute directly and informally within 30 days after SolidCAD is notified of the dispute, the dispute will be referred for arbitration, which will be handled by an independent arbitrator, approved by both you and SolidCAD. If SolidCAD and you cannot agree on the arbitrator, arbitration will be referred to the Arbitration Foundation of South Africa (AFSA). The outcome of the arbitration shall be deemed final and binding.

9.3.4. However, SolidCAD and you may agree in writing to refer any dispute to mediation, before any arbitration takes place.

**10. Amendments**

10.1. SolidCAD reserves the right, from time to time, without notice to you, to modify the content of this website, including information, products and prices on it, as well as the content of these Terms and Conditions.

10.2. The parties further agree that email communications are sufficient to satisfy the legal requirement to be "in writing", where written notices of changes from you must be provided in terms of these Terms and Conditions, provided the integrity of your email address is not under suspicion, and not automatically blocked by SolidCAD's service providers.

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