

WEBSITE DISCLAIMER

TOPHENEGG (Pty) Ltd

Website: <https://www.tophenegg.site>

Effective Date: 18 July 2026

Version: 1.0

1. INTRODUCTION

This Website Disclaimer ("Disclaimer") governs the use of the website operated by **TOPHENEGG (Pty) Ltd** ("TOPHENEGG", "we", "our", or "us") located at <https://www.tophenegg.site>.

By accessing, browsing, registering on, or purchasing products through this website, you acknowledge that you have read, understood, and agree to be bound by this Disclaimer, together with our Terms and Conditions, Privacy Policy, Refund & Returns Policy, Delivery Policy, Cookie Policy, and all other applicable policies published on this website.

If you do not agree with this Disclaimer, you should discontinue use of the website immediately.

2. INFORMATION PROVIDED

The information available on this website is provided for general information purposes only.

Although TOPHENEGG makes every reasonable effort to ensure that information published on this website is accurate, complete, and up to date, we make no representations or warranties, whether express or implied, regarding:

- Accuracy
- Completeness
- Reliability

- Availability
- Suitability
- Timeliness

of any information, products, pricing, descriptions, images, or content available on this website.

Website content may be updated or amended at any time without prior notice.

3. PRODUCT INFORMATION

TOPHENEGG supplies fresh eggs and related products.

Due to the natural characteristics of agricultural products:

- Product colour, size, weight, and appearance may vary.
- Images are for illustrative purposes only.
- Packaging may differ from images displayed.
- Availability is subject to stock levels.
- Prices are subject to change without notice.

We reserve the right to discontinue products or limit quantities where necessary.

4. FOOD SAFETY

Our products are packed and supplied in accordance with applicable food safety standards.

Customers are responsible for:

- Inspecting products upon delivery;
- Refrigerating or storing products appropriately after delivery;
- Following safe food handling practices.

TOPHENEGG cannot accept responsibility for deterioration caused by improper storage or handling after delivery has been accepted.

5. ALLERGY NOTICE

Eggs are recognised as allergens.

Customers should ensure that products are suitable for their dietary requirements before consumption.

Individuals with egg allergies or sensitivities should not consume these products without appropriate medical advice.

TOPHENEgg accepts no responsibility for allergic reactions resulting from the consumption of eggs or egg-related products.

6. WEBSITE AVAILABILITY

We make reasonable efforts to keep this website available at all times.

However, we do not guarantee uninterrupted access and shall not be liable for interruptions caused by:

- System maintenance;
 - Internet failures;
 - Power outages;
 - Cybersecurity incidents;
 - Third-party hosting providers;
 - Force majeure events; or
 - Circumstances beyond our reasonable control.
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7. EXTERNAL LINKS

This website may contain links to third-party websites for your convenience.

TOPHENEgg:

- Does not control those websites;

- Does not endorse their content;
- Makes no warranties regarding their accuracy or availability; and
- Accepts no responsibility for any loss arising from their use.

Access to third-party websites is entirely at your own risk.

8. LIMITATION OF LIABILITY

To the fullest extent permitted by South African law, TOPHENEGG, its directors, officers, employees, agents, contractors, and service providers shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising from or related to:

- Use of this website;
- Inability to access the website;
- Website interruptions;
- Incorrect information supplied by users;
- Product misuse after delivery;
- Loss of business or profits;
- Data loss;
- Computer viruses or malicious software;
- Delayed deliveries caused by circumstances beyond our control; or
- Any reliance placed on website content.

Nothing in this Disclaimer excludes liability where exclusion is prohibited by law.

9. PAYMENT SERVICES

Payments processed through our website may be facilitated by trusted third-party payment service providers, including **Zoho Checkout** and its integrated payment gateways.

TOPHENEGG does not store customers' full payment card details on its own systems.

Payment processing is subject to the terms, conditions, and security measures of the

applicable payment service provider.

10. SECURITY

While reasonable technical and organisational measures are implemented to protect this website and customer information, no website or electronic transmission can be guaranteed to be completely secure.

Users access and use this website at their own risk.

Customers are responsible for maintaining the confidentiality of their account credentials and for safeguarding any devices used to access the website.

11. INTELLECTUAL PROPERTY

Unless otherwise stated, all content available on this website, including but not limited to:

- Logos
- Branding
- Trade names
- Product descriptions
- Images
- Graphics
- Text
- Website design
- Software
- Documents

is the property of TOPHENEGG (Pty) Ltd or its licensors and is protected by applicable intellectual property laws.

No content may be copied, reproduced, distributed, published, modified, or used for commercial purposes without prior written permission.

12. NO PROFESSIONAL ADVICE

The content on this website is provided for general information only and does not constitute legal, financial, nutritional, agricultural, or professional advice.

Users should obtain appropriate independent advice before relying on information published on this website.

13. FORCE MAJEURE

TOPHENEGG shall not be liable for any delay or failure to perform its obligations where such delay or failure results from events beyond its reasonable control, including but not limited to:

- Natural disasters;
 - Severe weather;
 - Floods;
 - Fires;
 - Epidemics or pandemics;
 - Labour disputes;
 - Civil unrest;
 - Government action;
 - Transport disruptions;
 - Utility failures; or
 - Cybersecurity incidents.
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14. GOVERNING LAW

This Disclaimer shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

Any dispute arising from the use of this website shall be subject to the jurisdiction of the South African courts.

15. CHANGES TO THIS DISCLAIMER

TOPHENEKG reserves the right to amend this Disclaimer at any time.

The updated version will be published on this website and becomes effective upon publication unless otherwise stated.

Users are encouraged to review this Disclaimer regularly.

16. CONTACT DETAILS

TOPHENEKG (Pty) Ltd

Website:<https://www.tophenegg.site>

Email:info@tophenegg.site

For any questions regarding this Disclaimer or your use of our website, please contact us using the details above.

Document Control

Document: Website Disclaimer

Company: TOPHENEKG (Pty) Ltd

Version: 1.0

Effective Date: 18 July 2026

Review Cycle: Annual

Applicable Legislation:

- Consumer Protection Act 68 of 2008
- Electronic Communications and Transactions Act 25 of 2002

- Protection of Personal Information Act 4 of 2013
- Promotion of Access to Information Act 2 of 2000
- Companies Act 71 of 2008
- Applicable South African common law