



PUBLIC LEGAL DOCUMENT

WEBSITE TERMS OF USE

Terms governing access to and use of lumineraafrica.com

Luminera (Pty) Ltd

Registration number 2026/556387/07
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1. Acceptance and application

These Website Terms of Use ("Terms") govern access to and use of <https://lumineraafrica.com> and any public pages, resources, downloads, forms, demonstrations and content made available through that website (the "Website"). The Website is operated by Luminera (Pty) Ltd ("Luminera", "we", "us" or "our").

By accessing or using the Website, a user confirms that they have read and agree to these Terms. A person who does not agree should stop using the Website. Separate terms may apply to quotation requests, quotations, orders, remote content-change services, supply agreements or other transactions. Where a signed or expressly accepted written agreement conflicts with these Terms, that written agreement will govern the specific transaction to the extent of the conflict.

Important legal boundary

The Website provides general business and product information. It is not an ecommerce checkout, does not display public product pricing and does not by itself create a supply contract, professional appointment or technical approval.

2. About Luminera and website disclosures

Registered name	Luminera (Pty) Ltd
Trading name	Luminera
Registration number	2026/556387/07
Website	https://lumineraafrica.com
Public email	info@lumineraafrica.com
Telephone / WhatsApp	078 909 7747
Registered and service address	61 Meerkat Street, Kathu, Northern Cape, 8446, South Africa
Nature of business	Supplier of transparent display, smart film, switchable glass and specialist intelligent-glass technologies, with related product guidance and manufacturer liaison.

The ordinary website footer may use the shorter location wording "Based in South Africa". The full address is recorded in this formal legal document and Luminera's PAIA Manual.

3. Website purpose and permitted use

The Website is intended to introduce Luminera, describe its technology families and commercial scope, provide controlled public resources, and allow prospective customers or authorised representatives to submit enquiries or request quotations.

A user may view, print or download public Website content for legitimate personal, internal business, project-evaluation or procurement purposes, subject to these Terms and any notice appearing on the relevant page or document. No permission is granted to republish, resell, scrape, systematically copy or commercially exploit Website content.

The Website is primarily directed at persons and organisations considering commercial, architectural, retail, corporate, hospitality, automotive, exhibition, transport, institutional or selected residential applications. A user remains responsible for deciding whether information is suitable for their particular circumstances.

4. Product information and technical content

Product descriptions, comparisons, dimensions, specifications, diagrams, examples, performance information and other technical content are general and may be based on information supplied by manufacturers or other third parties. They are provided to support initial evaluation and do not replace project-specific technical documentation, written manufacturer confirmation, professional design, engineering review, statutory approval, site verification or installation planning.

- Specifications, model names, components, compatibility, certifications, software features and availability may change without notice.
- Transparency, brightness, privacy performance, appearance, viewing quality and suitability may vary according to product configuration, substrate, lighting, viewing angle, content, control system, environment and installation conditions.
- No Website statement should be treated as a guaranteed performance result unless it is expressly included in a final written quotation or agreement and supported by applicable manufacturer documentation.

Users and their appointed professionals must verify all measurements, site conditions, electrical requirements, structural requirements, environmental conditions, local rules, approvals and compatibility before ordering or installing a product.

No professional advice

Website content is not architectural, engineering, electrical, structural, legal, tax, customs, safety or installation advice. Independent professional advice should be obtained where appropriate.

5. Images, demonstrations and project references

Images, videos, animations, interactive demonstrations and renderings may be used to explain a technology or illustrate a possible application. They may not show exact scale, final colour, brightness, transparency, reflections, content quality, installation detail or real-world performance.

- An illustrative visual should be read with the label: "Illustrative concept rendering - not a completed Luminera installation."
- A manufacturer or supplier photograph should be read with the label: "Supplier reference image."
- A concept, mock-up or supplier reference must not be interpreted as a Luminera case study, completed installation, customer endorsement or guarantee of outcome.

Any third-party trademarks, products, buildings, locations or content shown remain the property of their respective owners and are used only where authorised or for legitimate descriptive or reference purposes.

6. Enquiries, quotations and contracts

Submitting a Website form, sending a message or receiving an automated reference number confirms only that an enquiry was submitted or recorded. It does not mean that Luminera has accepted the project, reserved stock or production capacity, confirmed technical suitability, approved pricing, undertaken delivery, or concluded a contract.

A binding transaction will arise only when the relevant parties have completed the acceptance steps stated in Luminera's written quotation, order confirmation or separate agreement. These may include written acceptance, confirmation of specifications, payment of a deposit or other amount, and satisfaction of any stated conditions.

The information supplied by a customer or representative must be complete and accurate. Luminera may rely on supplied dimensions, addresses, project details, contact information, approvals and instructions when assessing an enquiry or preparing a quotation. Quote Request Terms will apply specifically to the enquiry and quotation workflow once published.

No public offer

Website content is an invitation to make an enquiry, not an unconditional offer to supply any product or service. Luminera may accept, decline, pause or request further information about an enquiry, subject to applicable law.

7. Luminera supply scope and responsibility boundaries

Unless a final written quotation or agreement expressly states otherwise, Luminera is positioned as a product supplier with disciplined product selection and manufacturer liaison. Its ordinary included scope may comprise pre-sale guidance, manufacturer liaison and configuration, formal quotation, confirmed-order supply, quoted import or delivery logistics, manufacturer document handover and an optional remote content-change plan under a separate agreement.

Ordinarily included when quoted	Expressly excluded unless separately agreed in writing
Product guidance and product-family alignment	Site surveys and physical measurement
Manufacturer liaison and configuration communication	Architectural, structural, electrical or other engineering
Formal product quotation and confirmed-order supply	Installation coordination, installation and workmanship
Quoted freight, import, customs or delivery arrangements	Commissioning, testing, certification or regulatory approval
Manufacturer documentation handover where available	Training, maintenance, repair or on-site support
Optional remote content-change service under separate SLA	Site safety, contractor supervision or responsibility for client-appointed parties

The client and its appointed professionals remain responsible for site information, measurements, design, engineering, approvals, installation methods, safety, workmanship, integration and compliance with local requirements. Nothing on the Website expands Luminera's responsibilities beyond the scope expressly accepted in writing.

8. Prices, availability, lead times and warranties

The Website does not publish product prices. Any price, currency, tax, freight, duty, installation-related assumption, exchange-rate treatment or other commercial amount will be governed by the relevant written quotation or agreement.

- Products are generally sourced or manufactured after customer confirmation; Luminera does not ordinarily hold stock.
- Availability, production slots, shipping routes, customs processing and delivery estimates may change before an order is confirmed.
- Lead times are estimates unless a written agreement expressly states otherwise and may be affected by manufacturers, carriers, customs, authorities, force majeure and information or approvals required from the customer.
- Warranty statements are limited to the written manufacturer warranty terms applicable to the quoted product and any rights that cannot lawfully be excluded.

The Website must not be used as the sole basis for budgeting or procurement. A current project-specific quotation is required.

9. User responsibilities and prohibited conduct

A user must use the Website lawfully, honestly and in a manner that does not harm Luminera, another person, the Website or its supporting systems. A user must not:

- submit false, misleading, unlawful, defamatory, confidential or unauthorised information;
- impersonate another person or falsely claim authority to act for a company or project;
- attempt to gain unauthorised access to an account, admin area, database, server, source code or security control;
- introduce malware, automate abusive submissions, overload the Website, bypass rate limits, defeat Turnstile or other safeguards, or interfere with normal operation;
- scrape, harvest or systematically collect content, contact details or personal information without written permission;
- reverse engineer, decompile, frame, mirror or reproduce protected parts of the Website except where law expressly permits; or
- use Website content to create misleading claims, fake case studies, counterfeit material or representations that a project was completed or endorsed by Luminera.

Luminera may investigate suspected misuse, preserve relevant logs and evidence, block access, reject submissions or report conduct to service providers, regulators or law-enforcement authorities where reasonably necessary and lawful.

10. Intellectual property

Unless otherwise indicated, the Website design, structure, text, graphics, branding, layouts, original diagrams, software, code, compilations and other original content are owned by or licensed to Luminera and are protected by applicable intellectual-property laws.

Luminera product names, logos and brand elements may not be used without prior written permission. Manufacturer names, trademarks, photographs, specifications and documents remain subject to the rights and restrictions of their respective owners or licensors.

Limited viewing, printing or downloading under section 3 does not transfer ownership or grant a licence to modify, republish, distribute, sell, sublicense or use content in another commercial offering. Copyright and source notices must be retained.

11. Third-party content and external links

The Website may refer or link to manufacturers, suppliers, cloud providers, regulators, logistics providers, professional resources or other third-party websites. Links are provided for convenience or reference and do not mean that Luminera controls, guarantees or endorses every third-party statement, service, security practice or privacy practice.

A user follows an external link at their own discretion and should review the third party's current terms, privacy information and technical documents. Luminera is not responsible for content or services outside its control, subject to rights and liabilities that cannot lawfully be excluded.

12. Downloads and documents

Public downloads such as the company profile, product catalogue, PAIA Manual, Privacy Notice and other approved resources are provided in the version displayed at the time of access. A downloaded file may later become outdated or be replaced.

- The final product price list, supplier quotations, internal margins and confidential technical or commercial documents are private and must not be published through the public Website.

- A public catalogue or profile is general marketing and reference material, not a project-specific quotation or specification schedule.
- Users should confirm that they have the latest version before relying on a downloaded document.

Luminera may withdraw, correct or replace a document where information changes, a right holder requires removal, an error is found or publication is no longer appropriate.

13. Website availability and security

Luminera aims to operate a secure and reliable Website but does not guarantee uninterrupted access, permanent availability, compatibility with every device or browser, or freedom from all errors, harmful code, outages or third-party service failures.

The Website may be unavailable for maintenance, upgrades, security work, hosting or network issues, force majeure, service-provider failures or other operational reasons. Luminera may change or discontinue a feature without notice where reasonably necessary.

Users are responsible for using supported software, protecting their devices and credentials, maintaining suitable backups, and verifying important submissions. A failed Website or email transmission should be followed up using the published contact details.

14. Privacy, cookies and electronic communications

Personal information submitted through or generated by the Website is handled in accordance with Luminera's Privacy Notice and applicable law. The Website may use essential cookies, security technologies, Cloudflare services, form-protection tools and limited analytics as described in the Cookie and Analytics Notice once the final production configuration is approved.

Electronic messages can be delayed, intercepted, corrupted, misdirected or fail to arrive. A Website confirmation page or automated message is evidence of technical receipt only and is not acceptance of a transaction. A commercial instruction or acceptance should be treated as received and effective only when acknowledged or acted on by an authorised Luminera representative, subject to any mandatory rule of law or specific written agreement.

Users must not send passwords, banking credentials, unnecessary identity documents, special personal information or other sensitive material through an ordinary enquiry unless Luminera has specifically requested a suitable secure method.

15. Disclaimers and limitation of liability

To the maximum extent permitted by applicable law, Website content is provided on an "as available" basis for general information. Luminera does not warrant that all content is complete, current, error-free or suitable for every project, and a user must obtain a project-specific written quotation and relevant professional or manufacturer confirmation before acting on material information.

To the maximum extent permitted by law, Luminera will not be liable for indirect, special, incidental or consequential loss arising solely from access to, inability to use, or reliance on general Website content, including loss of profit, opportunity, data or business interruption, where that limitation is lawful and fair in the circumstances.

Rights preserved

Nothing in these Terms removes a mandatory consumer right or excludes liability where the Consumer Protection Act, Electronic Communications and Transactions Act or another applicable law prohibits that result.

Any liability connected to a quotation, order, product or service will also be governed by the applicable written quotation, warranty and agreement, subject always to non-excludable legal rights.

16. Unlawful misuse and indemnity

To the extent permitted by law, a user is responsible for loss, damage, claims or reasonable costs caused by that user's unlawful misuse of the Website, infringement of third-party rights, deliberate security interference, fraudulent submission, unauthorised publication of confidential material or material breach of these Terms. This clause does not require a consumer to indemnify Luminera for Luminera's own unlawful conduct, negligence where liability cannot lawfully be excluded, or matters outside the user's control.

17. Changes, suspension and termination

Luminera may update these Terms when the Website, business model, legal requirements, service providers or risk controls change. The latest published version will state its version and effective date and will apply to use after publication. Material changes will be highlighted where reasonably appropriate.

Luminera may suspend or restrict access to the Website, a form, download or feature where reasonably necessary for security, legal compliance, maintenance, investigation, misuse prevention or service continuity. Provisions that by their nature should continue will survive the end of access, including intellectual-property, responsibility, liability and dispute provisions.

18. Governing law, disputes and general terms

These Terms are governed by the laws of the Republic of South Africa. The parties submit disputes to the jurisdiction of the South African courts that have lawful jurisdiction, without preventing a consumer from using a regulator, ombud, tribunal or other forum available under applicable law.

Before starting formal proceedings, a user is encouraged to send a written description of the issue to info@lumineraafrica.com so that Luminera can investigate and attempt a practical resolution. This does not remove any urgent or statutory remedy.

- If a provision is unlawful or unenforceable, it will be limited or severed only to the extent necessary, and the remaining provisions will continue.
- A failure or delay in enforcing a right is not automatically a waiver of that right.
- Headings assist readability and do not change the meaning of a provision.
- These Terms are published in English. A plain-language interpretation that preserves lawful consumer rights should be preferred where wording is reasonably capable of more than one meaning.

19. Contact, availability and approval

Questions, error reports, legal notices concerning the Website or requests for an accessible copy of these Terms may be sent to info@lumineraafrica.com or addressed to Luminera (Pty) Ltd at the contact details in section 2.

These Terms will be available through the Legal or Resources area of <https://lumineraafrica.com>. The approved public copy may show the version and effective date without reproducing handwritten signatures.

Document owner	Luminera (Pty) Ltd - Founders
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Approval status	Approved by both founders on 30 July 2026
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Approval record

Name	Capacity	Approval
Michael Bester	Director / Founder	Approved 30 July 2026
Damian Nel	Director / Founder	Approved 30 July 2026

This document was approved by Luminera's founders on 30 July 2026 for website implementation. Luminera may obtain independent South African legal advice before public launch, particularly if its website later introduces ecommerce, online payments, customer accounts or materially different services.