

CAELEX Chris Auto Electrical Parts Specialists (Pty) Ltd

Reg No. 2018/568966/07

TERMS & CONDITIONS

OF

SALES AND SERVICE

Terms and Conditions

You are doing business with:

CAELEX Chris Auto Electrical Parts Specialists (Pty) Ltd

Our Premises are at: **212 Soutter Street Pretoria West 0183**

Our trading hours are: **08:00 – 17:00** Weekdays.

08:00-13:00 Saturdays,

Closed Sundays and Public Holidays.

You are the Customer or Visitor, the person or company, or anyone authorised by a person or company, that purchases or is in the process of purchasing or not purchasing goods or services from CAELEX Chris Auto Electrical or its authorised representative or visiting someone on our Premises. These Terms and Conditions are binding, and any Customer or Visitor that does not comply with these will be liable for any legal costs that could arise out of any dispute that cannot be settled amicably. When doing business with us you agree to these Terms and Conditions, and any that are referred to here.

- CAELEX Chris Auto Electrical reserves the right to cancel or suspend or reverse any sale or order or delivery or service.
- Any goods or services supplied by CAELEX Chris Auto Electrical must be paid for before full ownership is passed on to the Customer.
- Goods may not be tampered with or rebranded. Payment
- Payment may be made in cash, or by bank transfer / EFT with proof of payment, or using an accepted bank card, for immediate settlement.
- Goods and services may be invoiced to the Customer's account with CAELEX Chris Auto Electrical if an account exists with CAELEX Chris Auto Electrical, or if such credit application exists or has been previously approved. All accounts must be settled within the agreed terms, or interest will accrue at the maximum allowable interest rate permitted in terms of the Usury Act, 73 of 1968. Such interest will be added to the outstanding amount (principal debt).
- Application for credit in the form of an account with CAELEX Chris Auto Electrical will be subject to our discretion. Applications made in the name of individuals or companies will be subject to credit checks and credit references, and any other form of guarantee that may be required to secure payment of goods and services.

- CAELEX Chris Auto Electrical reserves the right to increase or decrease credit limits on any account as it deems necessary, without notice, from time to time.
- CAELEX Chris Auto Electrical may not accept payments made by cheque unless prior arrangement has been made with CAELEX Chris Auto Electrical management.
- Goods may not be invoiced to the account of another Customer.
- Terms on accounts where such accounts have been approved are strictly 30 days from date of statement. No other form of payment will be accepted. South African Revenue Service (SARS) Compliance
- If you are a VAT vendor but do not have an account with us, we require your full name, or company name, address, and VAT number to appear on your invoice.
- Where purchases exceed the threshold amount as stipulated by SARS, we require these details before a sale can be completed. Please ask the Salesperson about the current SARS threshold amount.

Failure to Pay

- For non-account Customers, no goods or vehicles will be released until full payment has been received in the CAELEX Chris Auto Electrical bank account.
- If payment is not made on accounts within two consecutive period terms, CAELEX Chris Auto Electrical reserves the right to repossess the goods associated with the invoices to the amount of the outstanding balance or to recover goods to the value of the outstanding balance. The Customer may be charged for the cost of recovery.
- Until full payment is made on overdue accounts, the Customer may not resell the goods unless it is the Customer's business to resell goods. The account will be converted to a Cash on Delivery (COD).
- Customers may not withhold part or full payment from CAELEX Chris Auto Electrical for any reason, especially where CAELEX Chris Auto Electrical has shown good faith to allow terms or part payment. Such behaviour on the part of the Customer will be deemed a breakdown in the trust relationship.
- Any goods ordered but not paid for will be returned to stock to be available for resale.

Charges

- Where the Customer requests goods to be delivered, a delivery fee will be added on purchases that are below a set level. Please ask the Salesperson about current delivery fees. Toll fees may be added.
- A quotation fee will be charged for a Strip and Quote before a unit is repaired. The quotation fee will be discounted if the Customer accepts the quotation. Please ask the Salesperson about current quotation fees.
- CAELEX Chris Auto Electrical may levy a charge for any aspect of service in addition to the cost of goods supplied.
- Prices of goods and services are subject to change, especially considering levies on fuel and electricity. Where applicable, the rand/dollar exchange rate may also influence prices.

- If Customers are purchasing from countries outside of South Africa, the Customer will be responsible for any permits or authorisation that may be required, including any costs incurred by CAELEX Chris Auto Electrical to assist in securing such permits or authorisation. The Customer is responsible for claiming VAT back from Customs.

- Vehicles that are repaired that are not collected within 7 working days from the date of invoice will attract a daily storage fee. Please ask the Salesperson about current storage fees.

- The Customer will be liable for any legal fees incurred due to any grievance or failure to pay.

Risk Associated with Goods and Services

- Any goods or vehicles booked in and left by the Customer at CAELEX Chris Auto Electrical is at the Customer's own risk. We will take all reasonable care to avoid any loss or damage. The Customer authorises CAELEX Chris Auto Electrical to drive the vehicle that has been repaired to test or relocate the vehicle.

- Full risk associated with the use of the goods is passed on to the Customer once the goods or services have been supplied to the Customer. The Customer is liable for any damage, loss, theft, or loss of function once the goods are supplied to the Customer. If goods are collected by the Customer, delivered by CAELEX Chris Auto Electrical or a third party, the Customer will be responsible for receiving and checking and notifying CAELEX Chris Auto Electrical in writing within 3 working days of any discrepancies. We consider that delivery happens once the goods are supplied to the address supplied by the Customer, or directly to the Customer at the CAELEX Chris Auto Electrical shop.

- CAELEX Chris Auto Electrical cannot be held responsible for any injury, damage, death or any liability directly or indirectly related to the goods concerned after the goods have been supplied to the Customer.

- Goods or vehicles not collected within 3 months from the date of invoice will be sold to recover costs. Complaints, Warranties, Losses

- If you have a problem with any aspect of CAELEX Chris Auto Electrical services or goods supplied, not supplied, incorrectly supplied, defective or faulty, the issue must be brought to our attention in writing by email to sales@caelex.co.za within 3 working days, or 10 days in the event of a claim.

- CAELEX Chris Auto Electrical cannot be held responsible for any direct or indirect loss because of any problem with any aspect of CAELEX Chris Auto Electrical services or goods supplied.

- Warranties may be different depending on the supplier, type of goods, or other reasons. Please ask the Salesperson about the warranty on the goods purchased.

- To qualify for a CAELEX Chris Auto Electrical or supplier warranty, all goods must be used, handled, stored or operated only according to industry standards and by a qualified technician.

- Whilst we give a warranty on parts we sell, we reserve the right to replace it up to six (6) months after the date of purchase, and repair or replace it within 12 months of date of purchase. No warranty on any electrical parts. No refunds will be considered after six (6) months of the date of purchase.

- No warranty will cover abuse, negligence, excessive use or normal wear and tear on any goods or services, or where goods have been modified.
- Warranties are not automatically extended on items that have been replaced or repaired but run from the date of the original sale invoice.

Refunds, Exchange, Credits, Liability

We will refund your money if:

- The Customer brings the goods with the original invoice or cash receipt.
- The goods are returned within 14 days (10 working days) after the invoice date or receipt date.
- The goods are in the original packaging, without damage to goods or packaging.

Cash refunds will only be considered if:

- The amount to be refunded is below R500.00, the goods were initially paid for in cash or by debit card.
- The Customer does not have an account with CAELEX Chris Auto Electrical Refunds larger than R500.00 will not be processed on a Saturday. We will exchange your goods if:
 - CAELEX Chris Auto Electrical supplied goods different to what was originally requested.
 - The goods supplied is proven to be defective or faulty, within 10 days of the invoice date.
 - Incorrect goods were originally requested, and
 - The Customer brings the goods with the original invoice or cash receipt, and
 - The goods are returned within 10 days after the invoice date or receipt date, and
 - The goods are in the original packaging, without damage to goods or packaging. We will credit your account if:
 - The Customer has an account with CAELEX Chris Auto Electrical.
 - The amount to be refunded is higher than R500.00 If the Customer does not have an account with CAELEX Chris Auto Electrical, we may choose to open an account for you, or refund the money by EFT transfer into your banking account. We will NOT consider any request for refund, exchange, credit, or liability if:
 - The goods are electrical or electronic goods.
 - We test the goods and find that it is not faulty. The goods that were not normally kept by CAELEX Chris Auto Electrical were specifically ordered for the Customer.
 - The goods were not used in accordance with the original manufacturer's instructions and specifications, or industry standards.
 - The goods were not installed or applied by a qualified technician or artisan in an accredited workshop.
 - The goods were damaged, exchanged, opened, modified, fitted, partially or completely dis-assembled, altered, permanently installed, fixed to, attached to, joined to or added to, blended or combined with, embedded within other goods or fitted to other goods or tampered with in any

way other than would reasonably be expected according to industry standards and by a qualified technician.

- The goods are liquids, solvents, oils, cleaners, soaps, paints, or other products comprised of viscous materials if the product's original seal is broken.
- We were not informed or involved in the process of correcting the situation before a liability claim is made to us.

Limits of Liability

- We cannot take responsibility for any person's safety or any Visitor's property while on our Premises or doing business with us.
- All Visitors are required to sign the Visitor's Register at the gate and observe all signs on our Premises.
- Any liability claim against CAELEX Chris Auto Electrical may only be limited to the value of the original purchase price of the goods supplied by CAELEX Chris Auto Electrical that are part of the liability claim.

We want to help you. However:

- It may be necessary for you to prove that the goods were completely defective to begin with.
- We will always test goods that are claimed to be faulty.
- Testing of the goods may not happen immediately and may have to wait for qualified staff to be available to test the goods.
- We reserve the right to repair any faulty goods if it is within our ability to do so.
- Where a request for refund, exchange, credit or liability is granted, we reserve the right to charge a reasonable handling, repacking and restocking fee as may be required. Please ask the Salesperson about current handling fees.
- The paperwork related to the processing and recording of the request for refund, exchange, credit or liability may not happen immediately, and may have to wait for staff to be available to process the request.
- We reserve the right to process the request for refund, exchange, credit, or liability at our discretion.
- We reserve the right to charge the Customer a reasonable handling charge, usage charge or restoration charge if goods are not in the original condition as at the time of sale.
- CAELEX Chris Auto Electrical cannot be expected to deal with any unreasonable request.
- No request for refund, exchange, credit or liability will be processed unless CAELEX Chris Auto Electrical is satisfied that the goods have been examined and tested.

POPI Act

Caelex Chris Auto Electrical Parts Specialists (Pty) Ltd subscribes to the Protection of Personal Information Act 4 of 2013 ("POPI"). In so doing, the Company commits to safeguarding all personal information supplied to the company for the purposes of processing transactions or

rendering of services. You may on occasions be required to supply the company with information which is defined as 'personal information' in terms of the act. No personal information is shared with third parties.

Please speak to any Salesperson if you do not understand these Terms and Conditions or need any information.

Thank you for your cooperation.