



## TERMS & CONDITIONS OF SALE

Below are the *Terms and Conditions of Sale* relating to your rights and other matters in respect of the purchasing of Bike Zone Group SA's range of products.

1. In these *Terms and Conditions of Sale*, the following words or phrases have the following meaning:
  - 1.1 "Bike Zone" means Bike Zone Group SA (Pty) Ltd
  - 1.2 "BZ Partner" means an Authorised Bike Zone Group SA Partner.
  - 1.3 "Products" cover Bike Zone Group SA's range of distribution products.
  - 1.4 "CPA" means The Consumer Protection Act, No 68 of 2008.
  - 1.5 Words signifying one gender shall include the others and words signifying the singular shall include the plural and vice versa where appropriate.
2. The Customer hereby confirms that they have the required legal capacity to enter into and be bound by the *Terms & Conditions of Sale* set out herein. If the Customer is unsure whether they have the required legal capacity, or they are under the age of 18 (eighteen) years of age, they must under no circumstances agree to the purchase as set out in this document until they are certain they have such legal capacity.
3. Bike Zone reserves the right to change, modify, add to or remove portions or the whole of these terms and conditions from time to time. Changes to these terms and conditions will become effective upon such changes being posted on the website of Bike Zone ([www.bikezone.co.za](http://www.bikezone.co.za)).
  - 3.1 It is the responsibility of the BZ Partner to provide the Customer with the current and up-to-date *Terms & Conditions of Sale*.
  - 3.2 The BZ Partner does not bind itself to any offer made by any salesperson or other representative unless it is in writing and has been signed by the authorised manager of the BZ Partner.
4. **Pricing**
  - 4.1 All pricing advertised are retail prices including VAT. Prices are subject to periodic increases/decreases, depending on inflationary increases. Up-to-date pricing will appear on the Bike Zone Group SA's website [www.bikezone.co.za](http://www.bikezone.co.za)
  - 4.2 The BZ Partner does not bind itself to any offer made by any salesperson or other representative unless it is in writing and has been signed by the authorised manager of the BZ Partner.
5. **Payment**
  - 5.1 EFT, Cash and Credit Cards are acceptable payment methods. No cheques accepted unless bank guaranteed or fully cleared.
  - 5.2 Legal ownership of the goods will be passed to the Customer once the BZ Partner has been paid in full.
6. **Deposits**
  - 6.1 From time to time, the BZ Partner may agree to accept a deposit in agreement with the Customer.
  - 6.2 In the event that the Customer is in Breach of the Terms & Conditions of Sale; or to the extent that the Customer may be entitled to cancel the Terms & Conditions of Sale then the BZ Partner may deduct a reasonable administration fee from the deposit amount. The BZ Partner will then refund the balance, if any.

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7. **Upon Taking Delivery of Products**
  - 7.1 Every Customer has the right to receive products that are reasonably suitable for the purposes for which they are generally intended and comply with any applicable standards set out under the Standards Act, 1993 (Act No 29 of 1993) or any other public regulation.
  - 7.2 It is the responsibility of the BZ Partner to determine the needs of the Customer and to ensure that the product which the Customer is interested in, will be reasonably suitable for the specific purposes that the Customer has indicated.
  - 7.3 It is the responsibility of the Customer to ensure that the BZ Partner has been made truthfully aware of the intended use for which they are interested in a Bike Zone product.
  - 7.1 The BZ Partner must ensure that the product is 100% free of any defects. This may be done in the presence of the Customer, if so requested.
  - 7.2 If the product has any defects visible to the customer, then the customer must immediately bring this to the attention of the BZ Partner.
  - 7.3 Once the Customer has inspected the product and is satisfied with the condition of the product, no further claim may be made for cosmetic damage.
  - 7.3 **Manual**

It is the responsibility of the BZ Partner to ensure that the Customer receives the Product Manual if applicable. The Customer must comply with all the instructions of the Product Manual.
  - 7.4 **Tax Invoice from BZ Partner**

It is the responsibility of the BZ Partner to provide the Customer with a Tax Invoice as proof of purchase. The Tax Invoice must have the following details included:

- 7.4.1 The BZ Partner's full name, or registered business name and VAT registration number, if any;
- 7.4.2 The address of the premises from which the product was supplied;
- 7.4.3 The date on which the transaction occurs;
- 7.4.4 Customer Name and Surname
- 7.4.5 Postal Address and Contact Details
- 7.4.6 Full itemised description of the product to be supplied
- 7.4.7 The unit price of the product to be supplied
- 7.4.8 The quantity of the products to be supplied
- 7.4.9 The total price of the transaction, before any applicable taxes

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## **8. Return Policy**

- 8.1 If a Customer exercises its right to return any products to the BZ Partner and in the event that Bike Zone and/or its BZ Partner finds that the goods comply with the provisions of Section 55(2) of the CPA and that the Customer is not entitled to return the goods then, without limiting the Customer or the BZ Partner's right to appeal, the BZ Partner shall not accept the return of the goods from the Customer until directed to do so by any of the dispute resolution forums available to the Customer in terms of the CPA.
- 8.2 Should the Customer return the products to the BZ Partner without the BZ Partner's agreement and it is found by any dispute resolution forum that the Customer was not entitled to return such goods, then the BZ Partner is entitled to demand payment for reasonable storage costs from the Customer from date of delivery of the products to the BZ Partner until date of return of the products to the Customer. The BZ Partner will be entitled to withhold return of products until such time as the reasonable storage costs have been paid.
- 8.3 If the Customer is entitled to and exercises the right to replacement of the goods or refund of the purchase price then:
  - 8.3.1 The Customer must make the selection for the products to be replaced or the purchase price to be refunded in writing and it must be sent to and marked for the attention of the person in charge of the BZ Partner. The notification must contain at least the following:
    - 8.3.1.1 Full name, address and contact details of the Customer
    - 8.3.1.2 Description of the goods or services which form the basis of the claim in respect of section 56 of the CPA
    - 9.3.1.3 The date of notice
    - 9.3.1.4 Signature of the Customer
    - 9.3.1.5 Proof of delivery of the notification
- 8.4 The Dealer shall be entitled to recover an amount relating to the use of the goods returned, calculated as follows:
  - 8.4.1 The original amount invoiced to the Customer or registered Credit Provider where the goods are subject to a credit agreement less;
    - 8.4.1.1 The reasonable cost of having any goods returned and restored to saleable condition; and
    - 8.4.1.2 A reasonable amount for the use of those goods for the time that the goods were in the Customer's possession, unless those goods are in their original packaging and it is apparent that they have remained unused;
    - 8.4.1.3 For other products and services, any costs that would be incurred to prepare the goods for resale or cancel the services, provided that each item charged for is individually priced and disclosed;
- 8.5 A product failure or defect may not be inferred in respect of particular products solely on the grounds that better products have subsequently become available from the same or any other BZ Partner.

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## **9. Complaints Handling Procedure**

Bike Zone has put a Complaints Handling Procedure in place to deal with any complaints or disputes that may arise

- 9.1 The Customer is encouraged to address their complaint with the appropriate BZ Partner.
- 9.2 Should the Customer not be able to resolve the complaint or dispute, the Customer can go to Bike Zone's website [www.bikezone.co.za](http://www.bikezone.co.za) and fill in the Customer Care Form.
  - 9.2.1 The Customer must disclose full details in writing
  - 9.2.2 Bike Zone is entitled to a reasonable period of time to evaluate the Customer's complaint. The evaluation will include a written report by the BZ Dealer.
  - 9.2.3 Should a dispute arise and the resolution not be to the satisfaction of the Customer, then the Customer has the right to approach any dispute resolution forum available under the CPA.

## **10. Fair & Reasonable Contractual Terms and Conditions**

It is the BZ Partner's responsibility to ensure that the Customer has been given all documents related to the sales of Bike Zone products and services.

- 10.1 Any change to the terms and conditions of this agreement will only be valid if it is made in writing and signed by the BZ Partner and the Customer.
- 10.2 Bike Zone Group SA requires all of its Dealers to adhere to the laws by which they are governed in the Republic of South Africa and this agreement shall be interpreted and determined according to these applicable laws.

address as detailed on the 1<sup>st</sup> page of this document (invoice).

- 10.3 For the purpose of service of any legal documents or notices in terms of this agreement, the parties choose the
- 10.4 If a party is in breach of this agreement, the innocent party will then have the right to recover all legal costs and disbursement on an attorney-and-client scale (i.e. the scale of recovery of legal fees and disbursement prescribed by legislation).

**11. Fair & Honest Dealing**

- 11.1 It is the BZ Partner's responsibility to provide the Customer with an expected date for delivery of the goods.
- 11.2 The BZ Partner will make every effort to deliver the product on the agreed date and the BZ Partner must notify the Customer within a reasonable timeframe, should there be any delays due to circumstances beyond their control.
- 11.3 The Customer acknowledges that they have had full opportunity to read, consider and understand these Terms and Conditions of Sale; and that they have not been forced to enter into this agreement as a result of any representation by the BZ Partner in connection with the supplied information.

- 12.** The Customer understands that their details are for Bike Zone and the BZ Partner's record purposes and will remain confidential at all times, unless the BZ Partner is assisting the Customer with a Finance Application. Personal information may only be disclosed if required by a court of law or under any applicable legislation.

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