

CR AUTO SERVICES (PTY)LTD

(Registration Number: 2022/875762/07)

Erf 14315, 3A Pisces Street, Brackenfell, Cape Town, Western Cape, 6560

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WEBSITE TERMS AND CONDITIONS

General Terms and Conditions | Warranty / Guarantee Provisions | Warranty Terms and Conditions

Prepared in terms of and compliant with the Consumer Protection Act 68 of 2008

PART A — GENERAL TERMS AND CONDITIONS

THESE ARE THE TERMS AND CONDITIONS RELATING TO YOUR RIGHTS AND OTHER MATTERS IN RESPECT OF THE REPAIR, MAINTENANCE AND/OR REPLACEMENT WORK ("THE WORK") TO BE CARRIED OUT ON THE GOODS. PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING. BY SIGNING BELOW, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS.

Effective Date: Date of written acceptance of by the client/s of CR Auto Services (Pty)Ltd invoice

1. INTRODUCTION

These Terms and Conditions govern all repair, maintenance, servicing, diagnostics, inspections, parts sales and related services provided by CR AUTO SERVICES (Pty) Ltd ("we", "our" or "us").

By:

- accepting a quotation;
- issuing a purchase order;
- approving work by email, WhatsApp, SMS or telephone;
- signing a job card;
- delivering a vehicle to CR AUTO SERVICES (Pty)Ltd;
- making payment for services; or
- instructing CR AUTO SERVICES (Pty)Ltd to proceed with any work,

the customer ("Customer") acknowledges that they have read, understood and agreed to these Terms and Conditions.

2. DEFINITIONS

In this Agreement, unless the context indicates otherwise:

- 2.1. "Agreement" means this Client Service Agreement, comprising Parts A, B and C together with the Job Card/Invoice to which it is attached and all annexures hereto;
- 2.2. "Additional Work" means any work beyond the scope of the original authorisation given in clause 4;
- 2.3. "ASR" or "Authorised Service Repairer" means **CR AUTO SERVICES** (Pty)Ltd (Registration Number: 2022/875762/07);
- 2.4. "Consumer Protection Act" or "CPA" means the Consumer Protection Act 68 of 2008, as amended from time to time;
- 2.5. "Customer" or "I/me/my" means the person(s) identified on the Job Card as the owner of the Goods or their authorised representative;
- 2.6. "Goods" means the vehicle or other item delivered to the ASR for the performance of the Work, including each and every component thereof;
- 2.7. "Job Card" means the document issued by the ASR recording the particulars of the Goods and the Work to be performed;
- 2.8. "POPIA" means the Protection of Personal Information Act 4 of 2013, as amended;
- 2.9. "RMI" means the Retail Motor Industry Organisation;
- 2.10. "SAAICC" means the South African Automotive Industry Code of Conduct; and
- 2.11. "Work" or "Services" means any repair, maintenance, replacement, inspection, diagnostic testing or other services to be performed on the Goods as set out in the Job Card, including any Additional Work authorised by the Customer.

3. INDUSTRY STANDARDS AND CONSUMER RIGHTS

- 3.1. The ASR subscribes to and is bound by the SAAICC, read together with the CPA.
- 3.2. The Customer acknowledges being informed of their rights under the CPA, including the rights to quality service (s56), disclosure of information (ss22–27), fair and responsible marketing (ss29–35), fair and honest dealing (ss40–47), and the right to be heard and to obtain redress (ss69–74).
- 3.3. Nothing in this Agreement is intended to, or shall operate to, limit any right the Customer may have under the CPA or any other applicable legislation that may not lawfully be excluded or limited.

4. AUTHORISATION OF WORK

- 4.1. Acceptance of a quotation issued by the ASR constitutes authority to proceed with the work described in that quotation and/or the client job card.
- 4.2. Where additional work becomes necessary, the ASR shall obtain approval from the Customer before proceeding.

4.3. Approval may be granted:

- 4.3.1. in writing;
- 4.3.2. by email;
- 4.3.3. by WhatsApp;
- 4.3.4. by SMS;
- 4.3.5. telephonically; or
- 4.3.6. through any other electronic communication.

Such approval shall constitute valid and binding authority

- 4.4. Where CR AUTO SERVICES (Pty)Ltd cannot reasonably obtain the Customer's approval, no additional work shall be undertaken.
- 4.5. All authorised Additional Work shall be subject to all the terms and conditions of this Agreement and shall not constitute a new or separate agreement.
- 4.6. All or any part of the work may, at the discretion of the ASR, be carried out by any duly appointed agent or sub-contractor.
- 4.7. The Customer warrants that they have the legal capacity and authority to enter into this Agreement. Where the Customer is a juristic person, the signatory warrants that they are duly authorised to bind the Customer.

5. RIGHT TO CANCEL

- 5.1. The Customer has the right to cancel the Work at any time, subject to the following:
 - 5.1.1. if cancellation occurs at a reasonable time before the ASR has commenced with the Work or any portion thereof (including disassembly of the Goods), no cancellation charge will be levied;
 - 5.1.2. if cancellation occurs after the ASR has commenced with the Work, the Customer shall be liable for a cancellation charge, which shall include but not be limited to: the labour for work carried out up to cancellation; a disassembly and/or reassembly fee; and the cost of all parts and accessories installed or ordered.
- 5.2. The right to cancel under clause 5.1.1 does not apply once the ASR has commenced with disassembly of the Goods.

6. TIME FOR REPAIR AND DELIVERY

- 6.1. The ASR's normal working hours are **07:30 – 17:00 Monday to Thursday. Friday 07:30 to 15:30.** The Customer is required to deliver and collect the Goods during those working hours.
- 6.2. Any dates given for the delivery and completion of the Work are estimates only. No exact delivery date or time has been agreed to, and the ASR does not warrant any delivery date or time.
- 6.3. The ASR shall carry out the Work as soon as reasonably possible, having regard to the availability of parts, accessories and sub-contractors.
- 6.4. Any vehicle towed to the ASR's premises is delivered at the Customer's risk. The breakdown operator is deemed to be the Customer's duly authorised agent. The ASR will only accept responsibility for the Goods once they are on the ASR's premises and a duly authorised representative of the ASR has inspected and signed for the Goods during normal working hours.

- 6.5. The Customer shall ensure that the Goods remain available to the ASR during normal working hours until the Work is completed.
- 6.6. The Customer has been informed that the ASR does not collect or return Goods. Should the Customer request such collection or return, this shall be at the Customer's own risk and expense.
- 6.7. Any completion date provided by the ASR is an estimate only and shall not constitute a material term of the agreement.

7. AUTHORISATION TO DRIVE / TEST THE GOODS

- 7.1. The Customer expressly authorises the ASR and any of its employees, agents or sub-contractors to drive the Goods on any road or elsewhere as required in connection with any inspection, Work, testing or other purpose for which the Goods are accepted by the ASR, including but not limited to test driving, diagnosing the nature of the Work, and transporting the Goods to or from any sub-contractor.
- 7.2. The ASR shall not be liable for any loss or damage arising from such driving unless such loss or damage is directly attributable to the gross negligence or wilful misconduct of the ASR or its employees acting within the course and scope of their employment.

8. PRICE AND PAYMENT

- 8.1. The cost of the Work shall be at the ASR's prevailing standard rates and charges at the time the Work is performed and/or parts are supplied.
- 8.2. Payment shall be made:
 - 8.2.1. in South African Rand (ZAR), free of exchange and any other charges;
 - 8.2.2. without any deduction or right of set-off;
 - 8.2.3. by credit/debit card, cash, bank-guaranteed cheque, or electronic funds transfer; and
 - 8.2.4. on completion of the Work.
- 8.3. For purposes of this Agreement, the Work is deemed completed when the Customer receives notice from the ASR that the Goods are ready for collection.
- 8.4. The ASR shall not release the Goods until payment has been received in cleared funds.
- 8.5. The ASR may, in its discretion, require a deposit before commencing the Work or at any stage during the course of the Work.
- 8.6. All amounts payable for Work done or parts supplied as ordered by any employee of the Customer, or by any person reasonably believed to be acting as the Customer's agent, shall be paid by the Customer.
- 8.7. Any amount indicated on any invoice issued by the ASR shall be regarded as a liquidated amount and shall, on its face, be regarded as prima facie correct.
- 8.8. Where the Work is covered by a manufacturer's warranty, maintenance plan, service plan or mechanical breakdown warranty, the ASR will obtain approval from the relevant third party before commencing. If the third-party declines to pay all or any portion of the costs, the Customer agrees to pay the outstanding balance.
- 8.9. All quotations remain valid for 7 calendar days unless otherwise stated.
- 8.10. The ASR reserves the right to revise quotations where suppliers increase prices prior to the commencement of work.

9. STORAGE FEES AND COLLECTION

- 9.1. Vehicles not collected within 3 business days after notification shall incur storage charges.
- 9.2. Storage charges shall be levied at:
R150.00 (ONE HUNDRED AND FIFTY RAND) per day
- 9.3. Storage charges shall accrue until collection.

10. REPAIRER'S LIEN

- 10.1. The ASR shall have a general lien over the Goods and all contents thereof (a right to retain the Goods as security) for all amounts owing to the ASR by the Customer on any account whatsoever.
- 10.2. The ASR shall be entitled to charge industry-related storage fees during any period in which the Goods are retained pursuant to the exercise of this lien.
- 10.3. The lien shall not be affected by any change in ownership of the Goods effected without the ASR's prior written consent.

11. RISK, LIABILITY AND INSPECTION

- 11.1. The Customer is advised to remove all items of value from the Goods that are not required in order to carry out the Work. The risk of damage to or loss of the Goods, and of any items left in the Goods, remains with the Customer at all times.
- 11.2. The ASR shall only be liable for loss of or damage to the Goods where such loss or damage is directly attributable to the gross negligence or wilful misconduct of the ASR. For the avoidance of doubt: (a) gross negligence requires a serious departure from the standard of a reasonable person; and (b) wilful misconduct requires deliberate intent to cause harm.
- 11.3. To the maximum extent permitted by law, the ASR shall not be liable for:
- 11.3.1. loss of profits;
 - 11.3.2. loss of income;
 - 11.3.3. loss of use;
 - 11.3.4. business interruption;
 - 11.3.5. consequential damages;
 - 11.3.6. indirect damages; or
 - 11.3.7. special damages.

Nothing herein limits any rights afforded under the Consumer Protection Act

- 11.4. Prior to taking delivery, the Customer has the right to inspect the Goods, including all parts, components and workmanship, for purposes of quality and description, without removing the Goods from the ASR's premises, disassembling the Goods, or removing any parts or components.

11.5. Should the Goods or any parts thereof be damaged during the Customer's inspection as a result of the Customer's gross negligence, recklessness, malicious conduct or criminal conduct:

11.5.1. the Customer shall remain liable for the full authorised cost of the Work;

11.5.2. the ASR shall not be obliged to restore the Goods or any parts to any prior condition; and

11.5.3. the ASR shall not be responsible for any resulting loss, damage or injury suffered by the Customer.

11.6. The ASR cannot accept liability for loss of or damage to any item left in the Goods unless such loss or damage was directly caused by a lack of reasonable care on the part of the ASR.

12. PARTS REMOVED DURING REPAIRS

12.1. The ASR shall return all parts and accessories removed from the Goods during the Work to the Customer upon the Customer's prior written request, provided such return is not prohibited by applicable legislation.

12.2. The ASR is not obliged to return parts that form the subject of a warranty or insurance claim; in such cases, the Customer expressly authorises the ASR to return such parts to the relevant manufacturer or insurer.

12.3. If the Customer declines the return of any removed parts or accessories, such items shall be deemed wholly abandoned by the Customer and shall become the property of the ASR.

13. PROTECTION OF PERSONAL INFORMATION (POPIA)

13.1. The ASR collects and processes the Customer's personal information solely for purposes of performing the Work, administering this Agreement, communicating with the Customer, and complying with applicable legal obligations, in accordance with POPIA.

13.2. The ASR may share the Customer's personal information with third-party service providers (including sub-contractors) solely to the extent necessary to perform the Work, and will ensure that such parties process the information lawfully and securely.

13.3. The ASR will not disclose the Customer's personal information for any purpose beyond those stated herein unless required by a court of law or applicable legislation.

13.4. The Customer has the right to access, correct, or request the deletion of their personal information held by the ASR, subject to the ASR's lawful retention obligations under applicable law.

13.5. Queries relating to the processing of personal information may be directed to the ASR's Information Officer at: **Quintin Cook on 0681087481 / info@crauto.co.za.**

13.6. The Customer expressly consents to the ASR communicating with the Customer by:

13.6.1. email;

13.6.2. SMS;

13.6.3. WhatsApp;

13.6.4. telephone; and

13.6.5. other electronic means

for purposes relating to quotations, authorisations, repairs, invoices, warranties and customer service.

14. DIRECT MARKETING

14.1. The Customer may at any time:

- 14.1.1. refuse to accept direct marketing communications from the ASR;
 - 14.1.2. inform the ASR in writing to discontinue such communications; or
 - 14.1.3. register a pre-emptive block with the Administrator of the Registry for Direct Marketing.
- 14.2. Information regarding the Registry for Direct Marketing may be obtained from the National Consumer Commission (DTI Customer Contact Centre: 0861 843 384 or 012 394 9500).
- 14.3. The Customer confirms that they have not been approached by the ASR or any of its employees, whether personally, electronically or by mail, for the purpose of inducing them to enter into this Agreement.

15. DISPUTE RESOLUTION

- 15.1. Should the Customer have any complaint, concern or dispute arising from the Services, Work, parts supplied, workmanship, warranty claim, invoice, quotation or any matter arising from or connected with these Terms and Conditions, the Customer shall first notify the ASR in writing, setting out the full nature and particulars of the complaint together with all supporting documentation reasonably available to the Customer.
- 15.2. The ASR shall acknowledge receipt of the complaint within 3 (three) business days of receipt thereof and shall be afforded an opportunity to investigate the complaint and attempt to resolve the matter directly with the Customer.
- 15.3. The parties shall endeavour in good faith to resolve the dispute amicably within 7 (seven) business days after the ASR has acknowledged receipt of the complaint.
- 15.4. During the period contemplated in clause 15.3, neither party shall refer the dispute to any external dispute resolution body unless urgent circumstances exist which reasonably justify such referral.
- 15.5. Should the dispute remain unresolved after the expiry of the 7 (seven) business day period contemplated in clause 15.3, either party may refer the matter to the applicable Regional Manager, Complaints Officer or Dispute Resolution Department of the Retail Motor Industry Organisation ("RMI") for investigation, facilitation and attempted resolution.
- 15.6. The parties undertake to cooperate fully with the RMI investigation process and shall provide all documents, photographs, invoices, reports, quotations, communications and other information reasonably required by the RMI in order to investigate and attempt to resolve the dispute.
- 15.7. Should the dispute remain unresolved following the conclusion of the RMI process, or should the RMI determine that the matter falls within the jurisdiction of the Motor Industry Ombudsman of South Africa ("MIOSA"), either party may refer the dispute to MIOSA for consideration, mediation, recommendation and/or determination in accordance with MIOSA's rules and procedures.

- 15.8. The parties shall participate in the MIOSA process in good faith and shall make all reasonable efforts to resolve the dispute through the mechanisms provided by MIOSA before commencing litigation.
- 15.9. Nothing contained in this clause shall prevent either party from:
- 15.9.1. seeking urgent interim relief from a court of competent jurisdiction;
 - 15.9.2. enforcing any undisputed payment obligation;
 - 15.9.3. exercising any lawful lien or retention right; or
 - 15.9.4. pursuing any remedy available to it under the Consumer Protection Act 68 of 2008 or any other applicable legislation.
- 15.10. Subject to clause 15.9, the parties agree that the dispute resolution procedures contained in this clause shall be exhausted before either party institutes legal proceedings against the other.
- 15.11. The existence of a dispute shall not entitle the Customer to withhold payment of any amount that is not genuinely disputed, nor shall it relieve either party from performing its ongoing obligations under these Terms and Conditions.

16. WEBSITE TERMS

- 16.1. The latest version of these Terms and Conditions shall always be available on the ASR website.
- 16.2. The Customer bears responsibility for reviewing these Terms before accepting any quotation
- 16.3. Acceptance of any quotation constitutes confirmation that the Customer had a reasonable opportunity to review these Terms.

17. GENERAL PROVISIONS

- 17.1. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 17.2. The ASR reserves the right to amend these Terms and Conditions from time to time. Any amendment shall become effective upon publication on the ASR website.
- 17.3. Waiver and Novation: No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. No extension of time, indulgence or relaxation shall create a novation of this Agreement or waive any right.
- 17.4. Severability: If any provision of this Agreement is found to be invalid, unlawful or unenforceable, that provision shall be severed from this Agreement without affecting the validity or enforceability of the remaining provisions, which shall be read as if the severed provision never existed.
- 17.5. Domicilium Citandi et Executandi: The parties choose the following addresses as their domicilia citandi et executandi for service of all legal notices, documents and processes under this Agreement:

The ASR: **3A Pisces Crescent, Brackenfell, Western Cape, 7560.**

Customer: **As recorded on the face of the Invoice and/or Job Card.**

Notice may be delivered by hand, registered mail (deemed received 7 days after posting), or email (deemed received on the next business day after transmission).

- 17.6. Legal Costs: If a party is in breach of this Agreement, the innocent party shall be entitled to recover all legal costs and disbursements incurred in enforcing this Agreement on an attorney-and-client scale.
- 17.7. Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, warranties, understandings and agreements relating to the same subject matter.
- 17.8. Force Majeure: Neither party shall be liable for any failure or delay in performing its obligations to the extent such failure or delay is caused by circumstances beyond its reasonable control, including acts of God, national disasters, civil unrest, government-imposed restrictions, or supply chain disruptions. The affected party shall promptly notify the other party of such circumstances.
- 17.9. Electronic Communications and Counterparts: This Agreement may be executed electronically and in counterparts, including via facsimile or email. Each counterpart shall constitute an original and all counterparts together shall constitute one and the same document. An electronic signature shall be valid and binding to the same extent as a handwritten signature, as contemplated in the Electronic Communications and Transactions Act 25 of 2002.

PART B — WARRANTY AND GUARANTEE PROVISIONS

THESE ARE THE WARRANTY AND GUARANTEE PROVISIONS APPLICABLE TO ALL WORK PERFORMED AND/OR PARTS SUPPLIED BY **ASR**. PART C OF THIS AGREEMENT SETS OUT THE SPECIFIC TERMS AND CONDITIONS THAT APPLY TO THESE WARRANTIES. PLEASE READ PARTS B AND C CAREFULLY TOGETHER.

1. WARRANTY ON WORKMANSHIP AND PARTS INSTALLED

- 1.1. The ASR warrants any new or reconditioned part installed during the Work, and the labour required for such installation, for the following periods from the date of invoice:
- 1.1.1. Labour: 3 (three) months from the date of invoice; and
- 1.1.2. Parts: 6 (six) months or **10 000** (TEN THOUSAND) kilometres from the date of invoice, whichever first occurs.
- 1.2. Where the Customer supplies their own parts, the warranty shall cover labour only for a period of 3 (three) months from the date of installation.
- 1.3. If any Work performed by the ASR is defective due to defective parts or defective workmanship within the applicable warranty period, the ASR undertakes to remedy the defect at no additional cost to the Customer by:
- 1.3.1. adjusting, repairing or replacing the defective part(s); and/or
- 1.3.2. rectifying the defective workmanship, *subject to the terms and conditions set out in Part C*.
- 1.4. The ASR's liability under this warranty is limited to the reasonable cost of remedying the defective repair and/or replacing the defective parts, provided that:
- 1.4.1. the Customer notifies the ASR of the defect in writing within 2 (two) business days of discovering it; and
- 1.4.2. the defect occurred within the applicable warranty period.

- 1.5. A new warranty period is not issued upon any warranty claim or "comeback" repair. The warranty period runs from the date of the original repair/invoice.

2. WARRANTY ON PARTS SOLD (RETAIL)

- 2.1. All parts supplied and installed by the ASR shall carry the applicable manufacturer's and/or supplier's warranty, subject at all times to the terms, conditions, limitations and exclusions imposed by the relevant manufacturer or supplier.
- 2.2. The warranty period applicable to any part supplied by the ASR shall be determined by the warranty period prescribed by the relevant manufacturer or supplier and shall not exceed the period recognised by such manufacturer or supplier unless otherwise required by applicable law.
- 2.3. Any claim relating to a defective part shall be subject to the applicable manufacturer's or supplier's warranty assessment and approval procedures, and the Customer agrees to cooperate fully with any inspection, testing or evaluation process required by the manufacturer or supplier.
- 2.4. In addition to any manufacturer's or supplier's warranty, the ASR warrants its workmanship in relation to the installation of parts and the performance of repair work for a period of 6 (six) months or 10,000 (ten thousand) kilometres from the date of invoice, whichever occurs first.
- 2.5. Where a defect arises as a result of defective workmanship by the ASR during the workmanship warranty period, the ASR shall, at its election and cost, repair, rectify or replace the affected workmanship.
- 2.6. The workmanship warranty shall not apply where the defect or failure results from:
- 2.6.1. normal wear and tear;
 - 2.6.2. misuse, abuse, negligence or accident;
 - 2.6.3. failure to properly maintain the vehicle;
 - 2.6.4. modifications or repairs performed by any person other than the ASR; or
 - 2.6.5. any circumstance falling outside the ASR's reasonable control.
- 2.7. The Customer has the right to inspect parts prior to taking delivery for purposes of quality and description, provided that such inspection does not involve disassembly, modification or damage to the parts.
- 2.8. The Customer may return unused parts within 10 (ten) business days of purchase, provided that:
- 2.8.1. the parts remain in their original packaging;
 - 2.8.2. the parts have not been fitted, used, altered or damaged; and
 - 2.8.3. the parts remain in a resalable condition.
- 2.9. The ASR reserves the right to charge a reasonable handling, administration and/or re-packaging fee in respect of returned parts, where permitted by law.
- 2.10. Vehicle-specific, specially ordered, imported, customised or non-stock parts shall be paid for in full prior to ordering and shall not be returnable unless defective, incorrectly supplied or otherwise returnable in terms of the Consumer Protection Act.
- 2.11. Nothing contained in this clause shall limit any rights afforded to the Customer under the Consumer Protection Act 68 of 2008.

3. MANUFACTURER'S WARRANTY

- 3.1. Where the Goods are subject to a manufacturer's warranty, such warranty shall run concurrently with any statutory or express warranty under this Agreement.
- 3.2. The ASR provides no additional warranty in respect of parts or work covered by a valid and subsisting manufacturer's warranty, except as required by the CPA.

4. LIMITATION OF WARRANTY LIABILITY

- 4.1. Save as expressly provided in Parts B and C of this Agreement, the ASR makes no further representations or warranties, whether express, implied or statutory, in respect of the Work or any parts.
- 4.2. The ASR's aggregate liability for any warranty claim shall not exceed the original invoiced value of the Work or parts to which the claim relates.
- 4.3. The ASR accepts no liability for towing, vehicle hire, accommodation, or any other consequential or incidental expenses incurred as a result of a breakdown or warranty repair.

5. RETURN OF PARTS

- 5.1. The ASR shall return all parts removed from the Goods during the Work to the Customer upon written request, provided such return is not prohibited by applicable legislation.
- 5.2. The ASR is not obliged to return parts that form the subject of a warranty or insurance claim.
- 5.3. Parts and accessories not claimed by the Customer within 30 (thirty) days of written notification by the ASR shall be deemed abandoned and shall become the property of the ASR.

6. NOTIFICATION OF DEFECTS

- 6.1. The Customer must notify the ASR of any alleged defect in writing within 2 (two) business days of discovering it.
- 6.2. The ASR reserves the right to inspect the Goods and/or the relevant parts before any warranty work is undertaken.
- 6.3. The ASR shall acknowledge receipt of a warranty notification within 3 (three) business days and shall advise the Customer of next steps within 5 (five) business days of receipt.

PART C — WARRANTY TERMS AND CONDITIONS

PLEASE BE ADVISED THAT CR AUTO SERVICES (PTY)LTD ("THE ASR") WILL ONLY HONOUR ANY WARRANTY OR GUARANTEE IN RESPECT OF WORK PERFORMED OR PARTS SUPPLIED IF THE FOLLOWING TERMS AND CONDITIONS ARE STRICTLY ADHERED TO. FAILURE TO COMPLY WITH ANY ONE OR MORE OF THESE CONDITIONS MAY RENDER THE WARRANTY NULL AND VOID.

1. SCOPE AND DURATION OF WARRANTY

- 1.1. The warranty covers:
 - 1.1.1. Labour: 3 (three) months from the date of invoice; and
 - 1.1.2. Parts: 6 (six) months or **10 000** (TEN THOUSAND) kilometres from the date of invoice, whichever first occurs.
- 1.2. Where the Customer supplies their own parts, the warranty covers labour only for a period of 3 (three) months from the date of installation.
- 1.3. A new warranty is not issued upon any warranty "comeback" repair. The warranty period commences from the date of the original repair/invoice and runs for the periods stated in clause 1.1 above.

2. FIRST RIGHT TO REPAIR AND INSPECTION

- 2.1. The ASR reserves the first right to repair in the event of any failure or defect falling within the warranty period, prior to any other person attending to the Goods.
- 2.2. The ASR reserves the right to inspect the Goods and/or the relevant parts before entertaining any warranty claim. If the Goods or the relevant parts are not made available for inspection by the ASR, the warranty claim shall not be considered.

3. MANDATORY POST-REPAIR CHECKUP

- 3.1. Following any major mechanical repair, the Customer is required to return the Goods to the ASR for a mandatory post-repair checkup and evaluation on or before 1 000 (one thousand) kilometres from the date of the repair, or within 2 (two) weeks from the date of invoice, whichever first occurs.
- 3.2. The fee for the post-repair checkup is **R0.00** (ZERO RAND) unless otherwise agreed in writing by the ASR.
- 3.3. Failure to present the Goods for the mandatory checkup within the period specified in clause 3.1 may, at the ASR's reasonable discretion, affect the validity of any warranty claim arising after the expiry of that period.

4. EXCLUSIONS — EVENTS THAT VOID THE WARRANTY

The warranty shall be rendered null and void, and no warranty claim will be entertained, if any one or more of the following events occur:

- 4.1. **Third-Party Repairs and Modifications:** Any repair, service, adjustment, replacement or modification performed on the Goods by any person other than the ASR, without the prior written approval of the ASR.
- 4.2. **Unauthorised Third-Party Claims:** Any third-party claim for repairs or work done to the Goods without the ASR's prior written approval will not be recognised or met by the ASR.
- 4.3. **Odometer/Speedometer Integrity:** Where the odometer or speedometer is not functioning, or where, in the reasonable opinion of the ASR, it has been tampered with, altered or replaced without the ASR's knowledge and approval.
- 4.4. **Non-Transferability:** The warranty is personal to the Customer and is not transferable. It shall automatically become null and void upon the sale or transfer of the Goods to any other person, unless the ASR expressly agrees otherwise in writing.
- 4.5. **Unauthorised Lubricants, Fuels or Fluids:** The use of any unauthorised oil, fuel, coolant, additive or other fluid product in the Goods' fuel, oil or coolant system that does not comply with the manufacturer's specifications.
- 4.6. **Contamination:** Any resultant damage caused by contamination of the Goods by water, mud, sand or any other foreign object or substance.
- 4.7. **Abuse or Misuse:** Any failure or damage that, in the reasonable opinion of the ASR, is attributable to abuse, misuse, overloading, racing, rallying or use of the Goods in a manner contrary to the manufacturer's specifications or instructions.
- 4.8. **Modifications:** Any modification to the Goods or any part thereof, whether structural, mechanical or electronic, not expressly approved by the ASR in writing prior to the modification being carried out.
- 4.9. **Grey Market or Counterfeit Parts:** Where the Goods have been fitted with grey market parts (parts bearing a trademark but imported without the express approval or licence of the authorised South African distributor) or counterfeit (pirate) parts.
- 4.10. **Ordinary Wear and Tear:** The warranty does not apply to ordinary wear and tear or to parts subject to normal consumption during the use of the Goods (e.g. brake pads, tyres, filters, belts and similar consumable items), unless the failure is attributable to defective workmanship.
- 4.11. **Ignored Warnings and Leaks:** Where the Customer failed to promptly report oil or water leaks, abnormal noises, instrument panel warning signals or other operational irregularities to the ASR after becoming aware thereof, and where additional damage resulted from such failure to report.
- 4.12. **Customer Maintenance Failure:** Where the Customer failed to maintain all fluid levels (oil, coolant, water, transmission fluid, power steering fluid, etc.) in accordance with the manufacturer's specifications, and where a resultant failure or damage occurred.
- 4.13. **Combined Exclusions:** Failure to adhere to any one or more of the above conditions shall render the warranty null and void in respect of any related claim.

5. WARRANTY CLAIM PROCEDURE

5.1. To make a warranty claim, the Customer must:

- 5.1.1. contact the ASR in writing within 2 (two) business days of discovering the defect or failure;

- 5.1.2. provide the Job Card/Invoice number, vehicle registration number, current odometer reading, and a clear written description of the defect or failure; and
- 5.1.3. make the Goods and/or the relevant parts available to the ASR for inspection at the ASR's premises.
- 5.2. The ASR will assess the claim within a reasonable time and advise the Customer of its determination in writing.
- 5.3. Where it is necessary to disassemble any component of the Goods in order to establish the cause or extent of a failure, the costs of such disassembly shall be for the Customer's account until liability has been established. If the failure is found to fall within the warranty, the ASR shall bear or refund such disassembly costs.
- 5.4. The ASR's determination of the cause and nature of any failure shall be made reasonably and in good faith, based on the evidence available. In the event of a dispute, the process in clause 8 shall apply.

6. LIMITATION OF LIABILITY UNDER WARRANTY

- 6.1. The ASR's liability under any warranty is limited to the repair or replacement of the defective part(s) and/or rectification of defective workmanship, at the ASR's election.
- 6.2. The ASR accepts no liability for:
 - 6.2.1. towing, vehicle hire, accommodation or any other consequential or incidental expenses incurred during or as a result of a breakdown or warranty repair;
 - 6.2.2. loss of income, loss of use of the Goods, or any other economic or consequential loss howsoever arising; or
 - 6.2.3. damage to or loss of personal property left in the Goods.
- 6.3. The aggregate warranty liability of the ASR in respect of any single claim shall not exceed the original invoiced value of the Work or parts to which the claim relates.

7. CUSTOMER MAINTENANCE OBLIGATIONS

- 7.1. It is and remains the Customer's ongoing responsibility to ensure that all fluid levels (oil, water, coolant, transmission fluid, power steering fluid, brake fluid, etc.) are maintained in accordance with the manufacturer's specifications at all times.
- 7.2. The Customer must immediately report any oil, water or fluid leaks to the ASR upon becoming aware thereof. If any such leak is ignored and a resultant failure or damage occurs, the warranty shall be null and void in respect of that failure or damage.
- 7.3. The Customer must immediately report any abnormal noise, unusual vibration, warning light or operational irregularity to the ASR upon becoming aware thereof. If any such warning or irregularity is ignored and additional damage results, the warranty shall be null and void in respect of such additional damage.

8. DISPUTE RESOLUTION

- 8.1. In the event of a dispute regarding the validity, outcome or rejection of a warranty claim, the parties shall follow the dispute resolution process set out in clause 15 of Part A.

- 8.2. Where the parties are unable to resolve the dispute internally within 7 (seven) business days, either party may refer the matter to the RMI for independent mediation and/or determination by its Ombud.
- 8.3. The costs of mediation or ombud proceedings shall be borne in accordance with the applicable rules of the relevant body.
- 8.4. Either party retains the right to approach a competent court for urgent or other relief.

9. REPUTATIONAL CONDUCT

- 9.1. The parties acknowledge the importance of resolving disputes through the mechanisms provided in this Agreement, and the Customer undertakes to utilise those mechanisms before making any public statement about the ASR or its services.
- 9.2. The Customer is encouraged to address any complaints directly and in good faith with the ASR in the first instance.
- 9.3. The Customer acknowledges that publishing false, misleading or defamatory statements about the ASR or its employees on any public platform, social media, review site or other medium, which statements cannot be substantiated as factually correct, may constitute actionable conduct giving rise to civil or criminal liability under South African law, including but not limited to liability under the law of defamation.
- 9.4. Nothing in this clause limits the Customer's right to make fair, factual and honest public comments or reviews about the ASR's services, nor does it limit the Customer's rights under the CPA.

10. GENERAL

- 10.1. These warranty terms and conditions shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 10.2. No amendment to these terms shall be valid or binding unless reduced to writing and signed by both parties.
- 10.3. Nothing in this Part C is intended to limit any right the Customer may have as a consumer under the CPA or any other applicable legislation that cannot lawfully be excluded or restricted.
- 10.4. If any provision of this Part C is found to be invalid or unenforceable, that provision shall be severed without affecting the validity or enforceability of the remaining provisions.