

Terms and Conditions

Last Updated: 03/08/2019

Thank you for taking the time to read through the Terms and Conditions for the use of the platform, but before we really get into the details of this agreement, please familiarize yourself with the following terms that will be used throughout this document:

Chapter 1: Definitions

"The Company" – will be known as Professional Parts (Pty)Ltd

"The User" – will be the individual or entity that is using the website for commercial purposes

"Commercial Purposes" – will be understood as the buying and selling of Items on the website

"The Platform" – will be known as the website www.buymyparts.co.za – an online platform provided by the Company

"Items" – will be any and all items listed for sale, regardless of the purpose or the condition of the item

"Subscribed Service" – will be known as an individual or an entity that is making use of the subscription service "Find-a-Mackie".

"Agreement" means these terms and conditions and any supplementary documents that, once accepted indicates agreement between the User and the Company.

"Buyer" means a person, firm or company who makes a purchase of any goods or services offered for sale on this Site.

"Price" means the price specified by the Seller for goods or services offered by the Seller for sale.

"Fees" or "Success Fees" means any charges which buymyparts charge as detailed further in this agreement as well as the Reconciliation document that will be communicated on a successful transaction.

"Subscription Fee" means the annual subscription fee billed for being associated with the Find-a-Mackie function on this platform.

"Indemnified Party" means the company, its officers, employees, contractors, consultants and agents from time to time, and any related entities, associates or affiliates of the Company, and each of their respective officers, employees, contractors, consultants and agents from time to time.

"Intellectual Property Rights" means industrial and intellectual property whether protected by common law or under statute including (without limitation) copyright and neighbouring rights, all rights in relation to inventions (including registered patents and the benefit of any applications for a patent), plant varieties, plant breeders, registered and unregistered trademarks, registered and unregistered designs including drawings, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields anywhere in the world.

"Order Basket" means the total value of all items included in an order together with any other additional options selected on such items during checkout.

"Items" means the offering for sale, placing of or creating of any item or Service offering on this platform.

"Personal information" or "Your information" means "Personal information", "your information" or "information" are used interchangeably in this Agreement and all mean any and all information you provide to us in using this Site including, but not limited to:

- Your registration details including your name, address, telephone and fax numbers;
- Unique identifiers including your company name and VAT number;
- The information obtained from you in confirmation of your identity, address and contact information for security and verification reasons;
- That information defined as personal information in section 1 of the Protection of Personal Information Act

"Seller" means a person, firm, company or entity who offers for sale, or services on this Site

"Services" means the Functionality provided on this platform for the purposes of buying and selling as well as advertising services through the Find-a-Mackie section.

"Site" or "Website" means the Internet website by which buymyparts offers the Services currently

www.buymyparts.co.za.

"**user**" or "**users**" for the purposes of this agreement, means any Buyer or Seller, or someone who is otherwise using the Site.

"**VAT**" means any value added tax calculated at 15%, or other consumption tax.

"**we**", "**us**", "**our**", "**ourselves**" and "**buymyparts**" are used interchangeably in this Agreement and all mean the service www.buymyparts.co.za offers as a division of Professional Parts (Pty)Ltd.

"**you**" or "**your**" means you, whether as a Buyer, Registered user and/or you as a Seller, as the case requires.

Chapter 2: Introduction VERY IMPORTANT!

Please be aware that the Terms and Conditions for the use of our site is a binding agreement between the User and the Company and the use of the site and its functions is reserved for those that agree unconditionally to what is stipulated in this document.

Your agreement to the terms is indicated by clicking the accept option when registering as a new user to use the platform. We encourage users to print the Terms and Conditions if required, for future reference and we will update our registered users from time-to-time if we make any changes to this agreement by means of email and indicating what terms have been changed.

By entering any and all personal information on this Site in the creation of an account, in registering with www.buymyparts.co.za, in making a sale or purchase, by making use of "Find a Mackie" contact me or booking service and/or by accepting this Agreement, you consent to the processing of your personal information by www.buymyparts.co.za in terms of the Protection of Personal Information Act and for the purposes of the functions on this platform.

Please note that we will not voluntarily disclose personal information for any purpose whatsoever except where it is necessary based on the functions of this platform. Please refer to our privacy policy ([insert link](#))

Chapter 3: Detailed Terms and Conditions

This website and any mobile application (collectively, this "Site") is owned by Professional Parts (Pty)Ltd ("We", "Us" or Professional Parts (Pty)Ltd "). We are providing you with access to this Site and our online store (together, our "Services") subject to the following terms and conditions. By browsing, accessing, using, registering for or purchasing products on this Site or otherwise using our Services, you are agreeing to all of the following terms and conditions, including any policies referred to herein (collectively, these "Terms"). So, please read these Terms carefully. We reserve the right to change this Site and these Terms at any time. If you are unwilling to be bound by these Terms, you should not browse, access, use, register for or purchase merchandise from the Site. You represent and warrant that you are at least 18 years old or visiting this Site under the supervision of a parent or guardian.

Chapter 4: Privacy Policy

Our Privacy Policy, which also governs your visit to Our Site, can be found [here](#). Please review our Privacy Policy for information on how We collect, use and share information about our users.

Chapter 5: Use of This Site

Subject to your compliance with these Terms, We grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make use of this Site. This license grant does not include: (a) any resale or commercial use of this Site or its functions; (b) the collection and use of any product listings or descriptions; (c) making derivative uses of this Site and its contents other than those provided on this site; or (d) use of any data mining, robots, or similar data gathering and extraction methods on this Site. You may not use, frame or utilize framing techniques to enclose any of Our trademark, logo, content or other proprietary information (including the images found at this Site, the content of any text or the layout/design of any page or form contained on a page) without Our express written consent. Further, you may not use any meta tags or any

other "hidden text" utilizing Our name, trademark, or product name without Our express written consent. Any breach of these Terms shall result in the immediate revocation of the license granted in this paragraph without notice to you. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the homepage of this Site so long as the link does not portray Us or Our products or services in a false, misleading, derogatory, or otherwise offensive matter. This limited right may be revoked at any time. You may not use any of Our logos or other proprietary graphics or trademarks as part of the link without express written permission.

Chapter 6: Account

In order to access some features of this Site, you may be required to register and We may assign to you, or you may be required to select, a password and user name or account identification. If you register, you agree to provide Us with accurate and complete registration information, and to inform us immediately of any updates or other changes to such information. You are solely responsible for protecting the security and confidentiality of the password and identification assigned to you. You shall immediately notify Us of any unauthorized use of your password or identification or any other breach or threatened breach of this Site's security. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site in a manner consistent with these Terms, and We have no obligation to investigate the authorization or source of any such access or use of this Site. YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING THE PASSWORD AND IDENTIFICATION ORIGINALLY SELECTED BY, OR ASSIGNED TO, YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.

Chapter 7: Electronic Communication

When you use this Site, or send emails to Us, you are communicating with Us electronically. You consent to receive communications from Us electronically. We will communicate with you by e-mail or by posting notices on this Site or through our other services. You agree that all agreements, notices, disclosures and other communication that We provide to you electronically satisfy any legal requirements that such communications be in writing.

Chapter 8: User Content

This Site may include features and functionality ("Interactive Features") that allows users to create, post, transmit or store any content, such as text, music, sound, photos, video, graphics or code on the Sites ("User Content"). User Content is publicly-viewable and may include your profile information and any content you post pursuant to your profile, but it does not include your account information or information you submit in order to make a purchase. You agree that you are solely responsible for your User Content and for your use of Interactive Features, and that your use any Interactive Features at your own risk. By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish or send through the Sites any of the following:

- User Content that is unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, abusive, inflammatory, fraudulent, xenophobic, racially divisive, fake news or otherwise objectionable;
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or that would otherwise create liability or violate any local, state, national or international law;
- User Content that displays, describes or encourages usage of any product you sell in a manner that could be offensive, inappropriate or harmful to Us or any user or consumer;
- User Content that may impinge upon or violate the publicity, privacy or data protection rights of others, including pictures, videos, images or information about another individual where you have not obtained such individual's consent;
- User Content that makes false or misleading statements, claims or depictions about a person, company, product or service;

- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity; and
- Viruses, malware of any kind, corrupted data or other harmful, disruptive or destructive files or code.

Chapter 9: Rights in User Content

Except as otherwise provided in these Terms, on this Site or in a separate agreement with Us, We claim no ownership or control over any User Content. However, by submitting or posting User Content on this Site, you grant to Us a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content on this Site and on third-party sites and mobile applications and in all other media or formats, whether currently known or hereafter developed, for any purpose and without any compensation to you. You also grant users of this Site the right to access your User Content in connection with their use of this Site. By posting User Content to this Site, you represent and warrant that (a) such User Content is non-confidential; (b) you own and control all of the rights, title and interest in and to the User Content or you otherwise have all necessary rights to post and use such User Content to this Site and to grant to Us the rights that you grant in these Terms; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the User Content, and your use and posting thereof in connection with this Site, do not and will not violate these Terms or any other of Our applicable terms, guidelines or policies or any applicable law, rule or regulation. Should you wish to report the abuse of rights as stipulated above, please use abuse@buymyparts.co.za .

Chapter 10: Feedback

Separate and apart from User Content, you may have the ability to submit questions, comments suggestions, reviews, ideas, plans, designs, notes, proposals, drawings, original or creative materials and other information regarding this Site, Us and our products or services (collectively "Feedback"). You agree that Feedback is non-confidential and shall become Our sole property. We shall own exclusive rights, including all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of the Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. For the purposes of feedback or reports of abuse, please use abuse@buymyparts.co.za or in the case of customer care, hiccup@buymyparts.co.za.

Chapter 11: Restrictions on Rights to Use

You agree you shall not (and you agree not to allow any other individual or entity using your password and identification to):

- download, modify, reproduce, adapt, translate, reverse engineer, create derivative works based upon, publicly display, sell, rent, license, or in any way commercially exploit any portion of this Site, except and to the extent expressly permitted under these Terms;
- remove any copyright, trademark or other proprietary rights notice contained in or on the Site;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of this Site;
- collect any information about other users (including usernames and/or email addresses) for any purpose other than to solicit and/or share reviews with other users;
- reformat or frame any portion of any Web pages that are part of this Site;
- create user accounts by automated means or under false or fraudulent pretenses;
- create or transmit to other users unsolicited electronic communications, such as "spam," or otherwise interfere with other users' enjoyment of the Site;
- submit to this Site any content that falsely states or implies that such content is sponsored or endorsed by us;

- transmit or upload to this Site any item containing or embodying any virus, worm, defect, malware, Trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of this Site, any other Web site, or any computer or other device or system, or the enjoyment of this Site by any user;
- use this Site to violate the security of or gain unauthorized access to any computer or computer network or other device or system (including unauthorized attempts to discover passwords or security encryption codes);
- submit to this Site any content that is unlawful or facilitates, constitutes, promotes or encourages illegal activity; or otherwise use the Site to transfer or store illegal material, including any material deemed threatening or obscene;
- copy or store any User Content offered on this Site other than for your personal, non-commercial use;
- take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large data or traffic load on this Site or the IT infrastructure used to operate and make this Site available; or
- use this Site and/ or any User Content, intentionally or unintentionally, to violate any applicable local, state, federal or international law.

We have no obligation to monitor any user conduct on this Site, and We reserve the right and have absolute discretion to monitor any user conduct on this Site at any time and for any reason without notice.

Chapter 12: Ownership

As between you and Us, this Site, including all photographs, images, text, graphics, icons, audio clips, software, source code and other aspects thereof (excluding User Content), all improvements or modifications thereof, all derivative works based thereon, and the collection, arrangement, and assembly of this Site (collectively, the "Site Content"), including all copyrights, trademarks, and other intellectual property or proprietary rights in the foregoing, are owned by Us or our licensors and protected by applicable copyright laws. The use of any of Our trademarks or service marks without our express written consent is strictly prohibited. You may not use our trademarks or service marks in connection with any product or service in any way that is likely to cause confusion. You may not use our trademarks or service marks in any manner that disparages or discredits us. You may not use any of our trademarks or service marks in meta tags without prior explicit consent. Nothing in these Terms shall be deemed to grant to you or any other user any license or right in or to any of Our patents, copyrights, trademarks, trade secrets or other proprietary rights.

Chapter 13: Transacting on this Site

You agree that all of your transactions with or through this Site may, at Our option, be conducted electronically from start to finish. If We decide to proceed non-electronically, those transactions will still be governed by the remainder of these Terms unless you enter into different terms provided by us. You are responsible to print or make an electronic a copy of these Terms and any other contract or disclosure that we are required to provide to you. We attempt to be as accurate as possible and eliminate errors on this Site; however, We do not warrant that any product, service, description, photograph, pricing or other information is accurate, complete, reliable, current or error-free. All prices are subject to change without notice. We reserve the right to refuse or cancel any orders placed for products and/or services which the sale or use of such product and/or service in your jurisdiction is restricted or prohibited.

13.1 Trading on this Site

- As we are not involved in any sale and purchase of any goods and services on this Site, save for providing a venue for the trading of goods and services, and as described in this agreement you hereby agree and acknowledge that we:

- are not, nor do we represent or hold ourselves out as the manufacturer or agent of any such manufacturer or sales representative of any such manufacturer, of any goods offered for sale and/or sold on this Site.
- have absolutely no control over whether, nor do we represent or hold out that, the goods and services offered for sale on this Site are legally able to be sold.
- cannot guarantee, nor do we represent or hold out that the descriptions of any goods and services on this Site will be accurate.
- have absolutely no control over, nor do we represent or hold out that a Seller or Buyer will perform their respective sale and purchase obligations of goods or services traded on this Site.
- cannot and do not control, nor do we represent or hold out that a Buyer will pay for the goods and services that he/she has successfully bought for in a trade on this Site.
- cannot and do not control, nor do we represent or hold out that any goods and services will be delivered to a respective Buyer by the respective Seller.
- cannot and do not represent nor hold out that we can confirm that each Buyer and Seller is who they claim to be.
- will not become involved in any dispute between any Buyer and Seller arising out of, or in connection with, the completion of any sale and purchase of any goods or services on this Site, or with this Agreement, we do however reserve the right at our sole discretion to mediate between two parties should the conduct of either party impact on the reputation and or image of our business.
- We do not act as agent for either the Seller or the Buyer in either the making of the offer, by the placement of the goods on the site for trade, the acceptance of such offer by the seller.

Should you as the Seller or Buyer obtain any personal information pertaining to a Buyer or Seller, as the case may be, for any or all purposes listed in this Agreement, you hereby represent and warrant to us, the Seller or Buyer, as the case may be:

- that you will respect the privacy of the Buyer or Seller and fulfil any other obligations in terms of this Agreement; and
- that you will comply with the provisions of the Protection of Personal Information Act, insofar as it applies, in processing any and all personal information pertaining to such persons whether obtained from the platform, the Seller or Buyer themselves.

In trading on this site, you agree and acknowledge that we cannot and do not, nor do we represent or hold out that we can or could control:

- how the Seller or Buyer processes your personal information.
- whether the Seller or Buyer processes your personal information in accordance with the Protection of Personal Information Act insofar as the Act applies; and/or
- where or to whom your personal information is transferred by the Seller or Buyer during or after the sale or purchase of any goods or services on this platform by yourself.

In trading on this site and agreeing to and acknowledging the contents of the clause above, you further agree to and acknowledge that during or upon completion of the sale and purchase of goods and services, the company is no longer responsible for or liable in respect of:

- any personal information that may be exchanged between the Buyer and the Seller for any or all of the purposes in this Agreement.
- any personal information that may be provided to the Seller with the Buyer's authorisation in terms of this Agreement or vice versa;
- the manner in which such personal information is processed subsequent to such an exchange between the Buyer and Seller;

- a failure on the part of the Seller or Buyer as the case may be, to process such personal information in accordance with the Protection of Personal Information Act insofar as the Act applies; and/or the transfer of any information by the Seller or Buyer to a third party.

13.2 Provision of Services

- We will provide you with the services as set out on this site.
- We will provide you with a username and password in order to login as required.
- We reserve the right to alter or vary your preferred username and password at any time and will notify you of any such alteration (by email where possible).
- You agree to provide all necessary equipment, network connections and software to access this Site.
- You agree that the company may restrict and/or terminate its services to you at any point in time if we, in our sole and absolute discretion, elects to do so and without having to furnish any reasons for doing so.

13.3 Fees

- Registering, buying and creating items on this Site do not attract a fee.
- Selling on the platform will incur Success Fee charges to your registered Account. It is a condition of using the Services that you agree to this and the fee structure. If you do not agree to this condition, then please do not accept these terms and conditions.
- We may choose in our sole discretion to change our fee structure, billing and credit rules from time to time and such changes shall be effective forthwith. Our current success fee is 5% of purchase value.
- We reserve the right in our sole discretion to alter or remove any Services or withdraw any Services offered. In the event that we introduce a new Service, any fees for that Service will take effect from the launch of that Service, unless otherwise stated.
- Unless otherwise stated, all fees are quoted in South African Rands and are inclusive of VAT.

13.4 Sellers

- Subject to this agreement, you may post the goods and services that you wish to offer for sale on the Site.
- You agree that we or our nominated agent(s) may undertake any necessary checks on you where applicable.
- In addition to any other rights we may have under this Agreement, if you fail to comply with this agreement, we may prevent you from participating in any trading on this Site or using the Services.
- If you do so, you agree and warrant to the Buyer of those goods and services and separately to us that:
 - your information:
 - is accurate and not false, misleading, deceptive or fraudulent.
 - does not breach any Intellectual Property Rights of a third party.
 - is made in compliance with all applicable laws, government regulations or guidelines.
 - is not forged, threatening or offensive or otherwise constitutes harassment.
 - does not contain confidential information or trade secrets of a third party unless you have obtained the consent of the third-party owner.
 - does not contain any viruses, worms, trojan horses or other invidious programs or data, whether attached to or embedded in other programs or data or not.
 - will not defame (libel or slander) another person or transmit misleading or inaccurate information of any kind, whether of a personal or commercial nature.
 - does not contain child pornography, bestiality or any other obscene or offensive material.
 - you are the legal owner of the goods and services you are offering for sale on this Site and you have the legal capacity to conclude the sale and to pass the title in the goods and services to the successful Buyer.

- you will not hyperlink to or include descriptions of goods and services that you are not offering for sale on this Site.
- You represent and warrant to us and to the Buyer separately that your information will be kept up to date and that you will edit your account/profile and any other information accordingly.
- the goods and services you offer for sale and sell, on this Site:
 - are reasonably fit for the purpose or purposes for which goods of that kind are commonly bought as it is reasonable to expect having regard to matters including, without limitation, the description of those goods and their price.
 - correspond with the description that you have posted on this Site.
 - if sold in bulk, will correspond with any samples.
 - are not defective.
 - Are free of any obligation or (re)possession of the goods and that the buyer can enjoy full ownership and associated rights on successful purchase.
- the services you offer for sale, and sell, on this Site:
 - will be rendered with due care and skill.
 - any materials supplied in connection with any services will be reasonably fit for the purpose for which they have been supplied.
 - if the Buyer has made it known to you the particular purpose for which the services are required or the result the Buyer wishes any services to achieve, then those services and any materials supplied in connection with those services will be reasonably fit for that purpose or are of such nature and quality that they might be reasonably expected to achieve that result.
- the goods and/or services you offer for sale, and sell on this Site:
 - will be offered for sale, and sold, in compliance with the laws of the Republic of South Africa and especially that of the Consumer Protection Act that became effective 1 April 2011;
 - are legally able to be offered for sale, and sold on this Site, and otherwise, that the offer and sale of those goods and services is not in contravention of any law.
- In the information provided about the goods or services the Seller offers for sale, or sells on this Site, the Seller must set out the terms and conditions for sale of those goods or services, including the following:
 - terms of delivery.
 - returns policy.
 - taxes, duties and costs (including, without limitation, VAT, or other consumption taxes, customs and other import duties and tariffs) payable by the Buyer.
 - unless stated to the contrary, any value will be construed to refer to South African Rands.
 - that all selling prices will be considered to include VAT.
- As a Seller, agree that such terms and conditions will include any matters prescribed by us under this Agreement.

13.5 Buyers

- You agree and warrant to each Seller and separately to us that:
 - your information:
 - is accurate and not false, misleading, deceptive or fraudulent.
 - does not breach any Intellectual Property Rights of a third party.
 - is made in compliance with all applicable laws, government regulations or guidelines.
 - is not forged, threatening or offensive or otherwise constitutes harassment.
 - does not contain confidential information or trade secrets of a third party unless you have obtained the consent of the third-party owner.
 - does not contain any viruses, worms, trojan horses or other invidious programs or data, whether attached to or embedded in other programs or data or not.
 - will not defame (libel or slander) another person or transmit misleading or inaccurate information of any kind, whether of a personal or commercial nature.

- your information will be kept up to date and that you will edit your account/profile and any other information accordingly.
- you have the legal capacity to purchase any goods or services that you purchase, and, will not otherwise be breaching any law in purchasing those goods or services.
- you will not purchase any goods or services on this platform unless you are able, and have sufficient, available capacity to pay for those goods or services.
- the purchase of any goods and/or services on this platform is absolutely at your own risk.
- to the extent permitted by law, the Seller may exclude all terms, conditions and warranties whether express, implied, statutory, common law, or otherwise, relating to those goods and services, in all of the Seller's dealings in connection with the goods and services that you may purchase from the Seller on this Site.
- you have obtained the necessary information required to comply with the Second-Hand Goods Act from the Seller; (if applicable).

Chapter 14: Completion of Sale and Purchase of Goods

We will notify the Seller and the successful Buyer of the successful sale (if any) of any goods or services by automated email when a checkout has been performed.

Following receipt of the Confirmation Notice the Seller and the successful Buyer will be solely responsible for the following matters, including, but not limited to:

The buyer to arrange for payment of the goods to the account of Professional Parts (Pty) Ltd within three (3) business days from the date of checkout via EFT or Cash Deposit of the entire checkout value with the appropriate purchase order reference provided to you upon check out.

Failure to comply with the payment deadline will result in a failed purchase and the sales order will be cancelled.

The seller will, upon receipt of successful payment from the buyer to the company, receive the details of the buyer to arrange delivery and must start arrangements within three (3) business days from confirmation of receipt of payment to the company.

Failure to comply with the delivery arrangement deadline will result in a questionable sale and the company will contact the Buyer to establish if the buyer wishes to allow for more time for arrangements to be made or if the buyer is to be refunded.

In the event that a Sale is deemed unsuccessful, the company will contact the supplier and understand the reason for failure – if it is found that the supplier was non-compliant due to no fault of the company, platform or the buyer, the company will issue a reputational warning to the supplier and repeated (in)action will result in the seller losing their rights to utilize the platform where the seller will still be liable for the 5% success fee for each failed transaction.

The company will verify successful delivery and acceptance of goods with the buyer and strictly, only upon acceptance of the goods supplied, will the company pay the supplier for the goods purchased, less the non-refundable transaction fee as stipulated in this agreement or is applicable at the time of sale.

We have no involvement in the sale and purchase of any goods and services other than providing a venue for transacting and as described in this agreement so we will never accept returns of any goods and services purchased on this platform as we are not the Seller. You must therefore direct all enquiries, of whatever nature, including, but not limited to, goods and services being of a defective nature, not fit for a particular purpose, to the Seller, at whose sole discretion, the goods or services may be replaced.

The seller will be reimbursed by the company on a transactional basis and agrees to absorb any fees that may be incurred by their financial institution for the purposes of these transactions.

Chapter 15: Links

This Site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that We are not responsible for the operation of or content located on or through any such site.

Chapter 16: Termination

You may terminate the Terms at any time by closing your account, discontinuing your use of this Site and providing Us with a notice of termination. We reserve the right, without notice and in our sole discretion, to terminate your right to use this Site, or any portion of this Site, and to block or prevent your future access to and use of this Site or any portion of this Site.

Chapter 17: Indemnification

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless Us and our subsidiaries and affiliates, and our respective officers, directors, agents, partners, members, employees, independent contractors, service providers and consultants ("Our Related Parties"), from and against any claims, damages, costs, liabilities and expenses (collectively, "Claims") arising out of or related to (a) your access to and use or misuse of this Site; (b) any User Content you post, upload, use, distribute, store or otherwise transmit on or through this Site; (c) any Feedback that you provide; (d) your violation of these Terms; and (e) your violation of any rights of another. You agree to promptly notify Us of any third-party Claims, cooperate with Us in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including but not limited to attorneys' fees). You further agree that the We shall have the right to control of the defence or settlement of any third party Claims.

Chapter 18: Disclaimers

Except as expressly provided, this Site, including all Site Content, and services provided on or in connection with this Site are provided on an "AS IS" and "WITH ALL FAULTS" basis without representations, warranties or conditions of any kind, either express or implied. WE DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, DUTIES OR CONDITIONS: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, RESULTS, TITLE, AND NON-INFRINGEMENT; AND (B) CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. We do not represent or warrant that this Site is accurate, complete, reliable, current or error-free. We do not represent or warrant that this Site or our servers are free of viruses or other harmful components.

Chapter 19: Exclusivity of Remedy; Limitation of Liability

Your sole and exclusive remedy, and Our sole and exclusive liability, for any breach of warranty shall be your right to return the product, or receive a refund for the service under Our applicable returns and exchanges policies. IN NO EVENT SHALL THE WE OR OUR RELATED PARTIES, BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL OUR AND OUR RELATED PARTIES' AGGREGATE LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE PURCHASE OR USE OF ANY PRODUCTS OR SERVICES PURCHASED THROUGH THIS SITE EXCEED THE PURCHASE PRICE OF THE PRODUCT OR SERVICE. THE LIMITATIONS SET FORTH IN THIS PARAGRAPH WILL NOT LIMIT OR EXCLUDE OUR OR OUR RELATED PARTIES' GROSS NEGLIGENCE, FRAUD, INTENTIONAL, WILLFUL, MALICIOUS OR RECKLESS MISCONDUCT.

Chapter 20: Remedies

You agree that our remedy at law for any actual or threatened breach of these Terms would be inadequate and that we shall be entitled to specific performance or injunctive relief, or both, in addition to any damages that we may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including, without limitation, attorneys' fees. No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses.

Chapter 21: Modifications to Site

We reserve the right to modify or discontinue, temporarily or permanently, this Site or any features or portions thereof without prior notice.

Chapter 22: Severability

If any these provisions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed several and shall not affect the validity and enforceability of any remaining provision.

Chapter 23: No Third-Party Beneficiaries

These Terms are for the benefit of, and will be enforceable by, the parties only. These Terms are not intended to confer any right or benefit on any third party or to create any obligations or liability of a party to any such third party.

Chapter 24: Miscellaneous

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms, and you do not have any authority of any kind to bind Us in any respect whatsoever. We may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on this Site. These Terms, which shall be deemed accepted by you upon your use of the Site, constitute the entire agreement among you and Us regarding use of this Site. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of the enforcement of such right or provision. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable. These Terms are not assignable, transferable or sublicensable by you, except with our prior written consent. These Terms include and incorporate by reference Our Privacy Policy, which can be found [here](#), and any notices regarding the Site.

Chapter 25: Questions

Questions regarding these Terms, Our Privacy Policy, or other policy related material can be directed to our support staff by emailing us at: hiccup@buymyparts.co.za.