



## **1. TERMS & CONDITIONS OF AGREEMENT WITH ELEKSA TECHNOLOGIES (PTY) LTD (REG NO. – 2016/161626/07)**

“The supplier” means **ELEKSA TECHNOLOGIES (PTY) LTD (REG NO. – 2016/161626/07)**

“The consumer” means the signatory of this agreement, alternatively the online purchaser of the goods as concluded by the consumer on the supplier's online store.

- 1.1 The consumer hereby confirms and agrees that the terms and conditions herein represent the entire trading terms and conditions of the supplier, entered into by and between the supplier and the consumer.
- 1.2 The consumer acknowledges & accepts the below stipulated Terms & Conditions buy purchasing **online or in store**.
- 1.3 The consumer hereby acknowledges & accepts that he/she has read and understood the terms and conditions herein, and accepts them as valid and binding, and accepts that the content hereof reflects the true meaning of both parties and this agreement has been entered into for the benefit of both the consumer and the supplier. It is hereby agreed between the parties hereto that any part, provision, clause, representation or warranty of this agreement which is prohibited, or which is held to be void or unenforceable in law, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

## **2. ONLINE ORDERS**

- 2.1. All purchases placed via the suppliers website, by clicking “BUY NOW” or dealing direct with the sales person via telephone or email hereby accepts the terms and conditions of the supplier as contemplated herein.
- 2.2. The consumer accepts and acknowledges that these terms and conditions have been published on the suppliers' online website, and as such, are deemed understood, accepted valid, binding and enforceable.
- 2.3. Consumers requesting to pay, shall make payment of all monies due for the purchase of the goods within 48 hours of clicking “BUY NOW”, failing which the order shall lapse and be deemed cancelled.

## **3. LIABILITY FOR GOODS**

- 3.1. The goods to be delivered remain at the supplier's risk until the consumer has received delivery of them.
- 3.2. Once the goods have been delivered the consumer, all risk therein shall immediately pass to the consumer.
- 3.3. Where the consumer has selected to courier transport the goods to his/her destination, and where add on insurance has been selected, the goods are deemed delivered to the consumer once the courier company confirms delivery to the consumer.
- 3.4. Where the consumer has selected to courier transport the goods to his/her destination, and where add on insurance has not been selected, the goods are deemed delivered to the consumer once the courier company collects the goods from the supplier's premises.
- 3.5. The supplier accepts no responsibility for damages whatsoever whilst the goods are in transit buy the customers own courier or designated collection service .



#### **4. WARRANTY, EXCLUSIONS & WARRANTY LIMITATIONS**

- 4.1 Eleksa Technologies offers an IN HOUSE LIMITED WARRANTY on all our products. In the case of a warranty claim, the customer is responsible for the transport of the vehicle or damaged parts to the premises or the dealership. Or courier costs of any parts or accessories. In order for the warranty to apply, old or damaged parts should be returned to Eleksa Technologies before new parts will be released to the customer.
- 4.2 The following items are excluded from the limited Eleksa Technologies warranty: Tyres & tyre tubes, break pads, chargers, paint, seat and seat covers, armrest, light globe, water damage on any electrical components.
- 4.3 All batteries will carry a six (6) months supplier warranty and against latent defects unless otherwise stated.
- 4.4 All vehicle/scooter electrical components will carry a twelve (12) months supplier warranty against latent defects unless otherwise stipulated.
- 4.5 The warranty will be void/forfeit where goods have been altered after leaving the control of Eleksa Technologies.
- 4.6 The warranty will not apply where the consumer subjected the goods to abuse or misuse or any other purposes for which the vehicle/scooter was not intended.
- 4.7 The warranty will not apply when the consumer disregarded the supplier care instructions, this includes damages due to chemicals and water used in the care for your product.
- 4.8 No other warranties, representations or guarantees apply in respect of the product, unless otherwise stipulated.
- 4.9 No warranties, representations or guarantees apply in respect of paint.

#### **5. REFUNDS, RETURNS & DEFECTIVE GOODS**

- 5.1. The supplier offers a 5 (five) business day period, from the date of delivery of the goods to the consumer, during which time the consumer shall be entitled to cancel this agreement and return the goods to the supplier, by notice in writing to the supplier at [info@etec.co.za](mailto:info@etec.co.za) to this effect, subject to the following:
  - 5.1.1. The goods shall be returned by the consumer to the supplier, as the consumers own expense;
  - 5.1.2. The goods shall be in its original packaging and condition received and not used in any way. The goods need to be brand new .
  - 5.1.3. The supplier shall refund the consumer the full purchase price, less a fee of 15% with the return thereof if the goods are not used.
  - 5.1.4. Electrical parts/spares are not refundable or exchangeable.
- 5.2. Where the consumer returns the goods to the supplier as contemplated below:
  - 5.2.1. In any manner been damaged or used by any conduct or action by the consumer amounting to gross negligence or recklessness, malicious behavior or criminal conduct, the consumer shall not be entitled to a refund for the returned goods;
  - 5.2.2. Been partially used/tested or entirely assembled, disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within other goods or property, damaged, abused or suffered liquid damage and/or have not been fuelled properly, or by any conduct or action by the consumer, including, *inter alia*, not using the goods for the intended solely recreational



purpose, the consumer shall not be entitled to a refund of for the returned goods.

- 5.3. The consumer accepts and understands that where an assembled product is purchased or where the product has been assembled/installed by the customer , the goods cannot be refunded in full as contemplated in this clause 5 (inclusive), as the goods are deemed "**used second hand goods**". In this instance, the supplier shall offer the consumer a 75% refund of the purchase price less any broken parts & subject to the goods being returned within 5 (five) business days, and subject to the provisions of this clause 5 (inclusive). **Labour fees** are also not refundable and will be deducted from the purchase price .
- 5.4 The consumer may return the goods to the supplier, and receive a full refund of any consideration paid for those goods, if:
- 5.4.1 the supplier has delivered goods to the consumer that are not reasonably suitable for the purposes for which they are generally intended as agreed upon in clauses above; or
- 5.4.2 The goods are not of good quality, are not in good working order and are not free of any defects; or
- 5.4.3 The consumer experiences a product failure or defect in the goods before taking delivery of the goods. A product failure or defect may not be inferred in respect of particular goods solely on the grounds that better goods have subsequently become available from the same or any other producer or supplier; and
- 5.4.4 The consumer has communicated to the supplier, in writing and within 5 (Five) business days after delivery to the consumer, that the goods are "defective" as contemplated in clauses above.

## 6. DISCLAIMER

**Whereas Eleksa Technologies (PTY) Ltd. applies due diligence to deliver a mechanically sound, working vehicle, and working vehicle sub-components, Eleksa Technologies (PTY) Ltd. is a dealership and agent for the manufacturer of the vehicles and has no control over, and disclaims any liability after purchase of the vehicle, of vehicle use, purposes of use and maintenance and repairs.**

**The Buyer expressly understands that Eleksa Technologies (PTY) Ltd. disclaims all liability for any injury or death sustained by the Buyer, or anyone operating the vehicle purchased by the Buyer.**

**The Buyer further understands that Eleksa Technologies (PTY) Ltd. disclaims all liability for any or any and all loss or damage to any vehicle after purchase, including, but not limited to loss or damage caused by, factory defects, theft, fire, negligent act, inclement weather or other act of God, directly to the vehicle or through the vehicle to the surrounding area.**

**The Buyer further understands that the vehicle is a general purpose vehicle and is not manufactured for, or intended for special purposes i.e. conveyance of disabled persons, unless specified for certain vehicles.**

**Both parties acknowledge that the above mentioned vehicle is sold as seen, that the buyer has tried and inspected the vehicle to his/her satisfaction and has approved the purchase with the understanding that the vehicle is sold "AS IS" with limited warranty dealt with separately.**



## 7. OPERATING INSTRUCTIONS

### 8.1 CHARGING

#### INSTRUCTIONS

##### 8.1.1 Lithium-Ion Batteries

If battery is removable, please place battery on a open, level floor surface before charging.

The charger and battery will become hot during charging.

Put on charge once battery level is at 20%.

Leave battery on charge until charging light displays GREEN.

##### 8.1.2 Lead Acid Batteries

Put on charge once battery level is at 40%.

Leave battery on charge until charging light displays GREEN.

Before charging your electric vehicle, please ensure that you have a surge protection plug, to prevent load shedding power surges, plugged into your wall socket.

Always ensure that the charger is disconnected from the wall plug if battery is not on charge.

**NO WARRANTY ON CHARGERS**

**NB!!! BATTERIES ARE FLAMMABLE**

### 8.2 WASHING

#### INSTRUCTIONS

Regularly clean your electric vehicle.

##### Step 1:

Clean all components with compressed air to remove dust.

##### Step 2:

With soap water and a damp cloth, wipe all components thoroughly.

**DO NOT USE A HIGH PRESSURE HOSE OR EXCESSIVE AMOUNTS OF WATER AS THIS COULD DAMAGE WIRING AND CREATE ELECTRICAL SHORTAGES.**

**DO NOT DRIVE YOUR ELECTRIC VEHICLE FOR 2 HOURS AFTER WASHING**

### 8.3 SERVICE

We would like to service your electric vehicle **3 months after purchase and then once every year**, to ensure that all the electrical & mechanical components and batteries are still in a good working condition.

It is the customers responsibility to check and fastened bolts and nuts that may be loosened during the first 3 months of driving.

These checks should be done in 3 month intervals.

If the first service interval is skipped, the warranty will not be valid.