



## **1. 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.

## 2. 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.**

