

## TERMS & CONDITIONS OF SALE

### EeziRider Engine Management (Pty) Ltd

Version 2.1

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#### 1. Definitions

Unless the context indicates otherwise:

1.1 **“Company”** means EeziRider Engine Management (Pty) Ltd (Registration Number: 2015/101969/07), duly incorporated in the Republic of South Africa. The Company trades under various product brands including, but not limited to, Spitronics and ecuDIY. All transactions conducted under these brands are governed by these Terms and Conditions.

1.2 **“Customer”** means the purchaser of the Goods.

1.3 **“Goods”** means any products supplied by the Company.

1.4 **“CPA”** means the Consumer Protection Act, 2008.

1.5 **“Independent Contractor”** means a third-party providing services independently of the Company.

1.6 **“POPIA”** means the Protection of Personal Information Act, 2013.

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#### 2. Application of Terms

2.1 These Terms apply to all current and future sales of Goods.

2.2 By purchasing Goods, the Customer confirms that they have read and accepted these Terms.

2.3 The Company may amend these Terms at any time. Updated Terms apply to all future transactions.

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#### 3. Prices

3.1 Prices may change without prior notice.

3.2 Quotations are valid for 7 (seven) days unless otherwise agreed in writing.

3.3 Prices may change due to exchange rates, supplier increases, or external costs.

3.4 Prices exclude services such as installation, tuning, consultation, and training.

3.5 The Company is not VAT registered; prices exclude VAT.

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#### 4. Payment

4.1 Payment is required in full before Goods are released, unless agreed otherwise in writing.

4.2 Accepted methods: EFT, debit card, credit card.

4.3 Payment is only deemed received once cleared in the Company's bank account.

4.4 The Customer remains responsible for correct payment details and references.

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#### 5. Orders and Delivery

5.1 Orders are subject to availability.

5.2 Delivery times are estimates only.

5.3 The Company is not liable for delays in delivery.

5.4 Transport costs are for the Customer unless agreed otherwise.

5.5 Risk passes to the Customer when Goods leave the Company's premises.

5.6 Ownership remains with the Company until full payment is received.

5.7 The Company is not liable for loss or damage during transport.

5.8 The Company may cancel orders if the Customer breaches these Terms.

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#### 6. Warranties and Liability

6.1 The Company provides only those warranties required under the CPA.

6.2 The Goods are performance products intended for specialised automotive use.

6.3 The Customer acknowledges that use of the Goods involves inherent risk.

6.4 **Use of the Goods is entirely at the Customer's own risk.**

6.5 To the maximum extent permitted by law, the Company shall not be liable for:

- Damage to vehicles, engines, or components
- Incorrect installation or configuration
- Improper use or misuse
- Any indirect or consequential loss

6.6 Nothing in these Terms limits liability that cannot legally be excluded under the CPA.

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#### 7. Installation and Use

7.1 The Company does not perform installations.

7.2 Installation must be done by suitably skilled persons or Independent Contractors.

7.3 The Company is not liable for any work performed by third parties.

7.4 The Customer must:

- Obtain and understand all manuals
- Follow all installation instructions
- Ensure correct wiring and setup

7.5 The Goods must be used in compliance with:

- Applicable laws
- Safety requirements
- Company documentation

7.6 The Company shall not be liable for any loss arising from:

- Incorrect installation
- Failure to follow instructions
- Use in unsuitable applications

7.7 If the Customer supplies or installs the Goods to third parties, the Customer accepts full responsibility and indemnifies the Company against any claims.

7.8 The Goods are not intended for safety-critical systems. The Customer is responsible for determining suitability.

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#### 8. Support and Services

8.1 The Goods are sold as DIY products.

8.2 The purchase price includes the Goods only.

8.3 Technical support, tuning, and installation are not included.

8.4 The Customer agrees to use:

- Manuals
- Documentation
- Available resources

8.5 Optional support services may be purchased separately.

8.6 Repairs and services may be performed by Independent Contractors. The Company is not liable for such services.

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#### 9. Returns

9.1 Returns are only accepted in accordance with the CPA.

9.2 Goods must:

- Be unused
- Be in original condition
- Be in original packaging

9.3 Returns require prior written approval.

9.4 Approved returns may be subject to a 20% handling fee.

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#### 10. Force Majeure

The Company is not liable for failure or delay caused by events beyond its control, including:

- Natural disasters
  - Strikes
  - Supply disruptions
  - Government actions
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#### 11. General

11.1 These Terms constitute the full agreement.

11.2 No changes are valid unless in writing.

11.3 Failure to enforce any provision does not waive rights.

11.4 Invalid clauses do not affect the remainder of the agreement.

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#### 12. POPIA (Data Protection)

12.1 The Customer consents to the collection of personal information.

12.2 Information may be used for:

- Processing orders
- Communication
- Record keeping
- Legal compliance

12.3 The Customer agrees to provide accurate information.

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#### 13. Jurisdiction

13.1 South African customers: Magistrate's Court jurisdiction applies.

13.2 International customers: South African High Court jurisdiction applies.