



EHD COMPONENTS 2005 PTY (LTD)
t/a ENGINE AND HEAVY DUTY COMPONENTS © 2009
Co. Reg No. 2005/019759/07

TERMS AND CONDITIONS OF USE

KINDLY TAKE NOTE THAT THE FOLLOWING TERMS AND CONDITIONS OF USE HAVE REFERENCE TO THE LISTED URL ADDRESSES HEREUNDER AND THE USE OF ONE ADDRESS IS AS IF SAID USER HAS ACCESSED THE USE OF ALL ADDRESSES, NOTWITHSTANDING THE PASS-THROUGH OR REDIRECTION OF ONE ADDRESS TOWARD AND/OR AWAY FROM ONE ANOTHER AND AS SUCH HEREINAFTER TO BE COLLECTIVELY REFERRED TO AS "EHD.CO.ZA" (HEREINAFTER "THE WEBSITE") (BEING THE PRIMARY REGISTERED ADDRESS OF EHD COMPONENTS 2005 PTY (LTD) t/a ENGINE AND HEAVY DUTY COMPONENTS):

- **ehd.co.za**
- **ehd2005.co.za**
- **ehd2005.com**
- **ehdcomp.co.za**
- **ehdcomp.com**
- **ehdcomponents.co.za**
- **ehdcomponents.com**
- **engineandheavyduty.co.za**
- **engineandheavyduty.com**

PREAMBLE

We herewith welcome you to the EHD COMPONENTS 2005 PTY (LTD) t/a ENGINE AND HEAVY DUTY COMPONENTS (hereinafter "EHD COMPONENTS") website. EHD COMPONENTS is an established leader in the Heavy Duty Replacement Spares market, particularly in the South African Region.

The intention for which this website, ehd.co.za, has been designed to market and promote the products and/or services (hereinafter "services"), and in specific instances transact electronically via said website, with the registered users hereof and of the EHD COMPONENTS 2005 PTY (LTD) t/a ENGINE AND HEAVY DUTY COMPONENTS (hereinafter "EHD COMPONENTS") on both a national and international level.

WHEREAS by accessing or using our website at ehd.co.za or any version thereof (hereinafter the "Website") you as the User signify that you have read, understand and agree to be bound by these Terms and Conditions of Website Use (hereinafter the "Terms and Conditions" or "Agreement"), whether or not you are a registered member of EHD COMPONENTS;

AND WHEREAS the term, including but not limited to, *inter alia*, "we" or "us" or "our" or "service provider" or "Provider" or "Website Administrator" and/or related *Eiusdem Generis* shall, at all times being interrelated and refer and/or be reference to EHD COMPONENTS;

AND WHEREAS EHD COMPONENTS reserves the right, at our sole discretion, to change, modify, add, or delete portions of these Terms and Conditions at any time without any form of notice to the User, registered and/or otherwise;

AND WHEREAS any changes to these Terms and Conditions will be posted on this page and will be indicated as an amendment, at the top of this page by the date and numbered version hereof;

AND WHEREAS your continued use of the Service/s of the EHD COMPONENTS website after any such changes have become effective will constitute your acceptance of the new Terms and Conditions and/or any policies found elsewhere in the website, as amended and your full consent to be bound thereto;



AND WHEREAS if you do not agree and/or do not abide by these or any future Terms and Conditions, kindly do not use and/or access (or continue to use or access) the Service/s of this website and as such immediately vacate this domain address;

AND WHEREAS it is your responsibility, as the User of the website, to regularly check this website to evaluate and determine if there have been amendments and/or changes to these Terms and Conditions and as such to review and familiarise yourself with same;

AND WHEREAS the terms and conditions of this website are as follows:

KINDLY READ EACH AND EVERY CLAUSE OF THESE TERMS AND CONDITIONS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, DUTIES AND OBLIGATIONS WHILST USING AND/OR INTERACTING WITH THIS WEBSITE, IN ORDER TO PARTAKE WITH ANY SERVICES AND/ PRODUCTS OFFERED HEREIN.

1. RESTRICTIONS ON USE

- 1.1 Registration to this website and the Services offered herein is null and void where such registration is specifically prohibited by any legal statute and/or law, notwithstanding the jurisdiction or physical location of your as the User;
- 1.2 This website is intended for the use of individuals that are not minors, as defined by that individual User's applicable law and/or in the absence thereof, users of thirteen (13) years of age or older;
- 1.3 Any registration by, use of or access to this website with the intention to conclude an electronic transaction herewith, and who is under 18 (eighteen) years of age, are as such, at the sole discretion of EHD COMPONENTS, unauthorised, unlicensed and in violation of these Terms and Conditions;
- 1.4 By using the Service/s or this website, you represent and warrant that you are 18 (eighteen) years of age or older, and that you agree to and consent to abide by all the Terms and Conditions found in this agreement and/or any policies found elsewhere on this website.

2. DATA REGISTRATION AND SECURITY

- 2.1 In consideration of your use of the Website, you unreservedly agree to the following
 - 2.1.1 provide accurate, current and complete information about you and/or your business, as may be prompted and/or requested by any registration and/or data collection forms of this Website (hereinafter collectively "Registration Data"); and
 - 2.1.2 to maintain the security of your access password and identification User name or identification/registration number; and
 - 2.1.3 to maintain and promptly update your Registration Data, and any other information you provide to this website and at all times to keep it as accurate, current and complete as possible; and
 - 2.1.4 be fully accountable and liable for all the users of your account particulars and accordingly for any and all actions and/or purchases concluded whilst using your account and/or originating from your account.

3. PROPRIETARY RIGHTS IN WEBSITE CONTENT; LIMITED LICENSE

- 3.1 EHD COMPONENTS does not support, directly or indirectly promote any form of Copy-Right infringement;
- 3.2 All content on the Website and/or available through the Service, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (hereinafter the "Website Content"), are the proprietary property of the EHD COMPONENTS or its suppliers or its licensors and as such all rights thereto remain strictly reserved;
- 3.3 No website content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any



- means, in whole or in part, without EHD COMPONENTS' prior express written consent thereto;
- 3.4 Provided that you are eligible to use the website, you are accordingly granted a limited user-license to access and use the website and to download or print a copy of any portion of the website content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary and/or copyright notices intact;
- 3.5 The User may not upload or republish any of the website content on any internet, intranet or extranet website or incorporate the information in any other database or compilation, and as such any other use of this website content is strictly prohibited;
- 3.6 Such user-license is at all times subject to these Terms and Conditions and/or any other policy incorporated in other areas of the website and same does not include the use of any data mining, robots or similar data gathering or extraction methods;
- 3.7 Any use of the website or the website content other than as specifically authorised herein, without the prior written permission of EHD COMPONENTS, is strictly prohibited and will terminate any user-license having been granted herein;
- 3.8 Such unauthorised use may also violate applicable laws including copyright, trademark, electronic commerce laws and/or the applicable communications regulations and statutes;
- 3.9 Unless explicitly stated herein, nothing in these Terms and Conditions shall be construed as conferring any user-license to any intellectual property rights in the website itself and/or any products and/or services offered, whether by estoppel, implication or otherwise;
- 3.10 This user-license is revocable, at the sole discretion of EHD COMPONENTS, at any time without prior notice and with or without cause, to which EHD COMPONENTS strictly reserves all its rights herein.

4. TRADEMARKS

- 4.1 EHD COMPONENTS 2005 PTY (LTD) t/a ENGINE AND HEAVY DUTY COMPONENTS, PREMIUM PLUS PRODUCTS, and other EHD COMPONENTS graphics, logos, designs, page headers, button icons, scripts and service names and related product descriptions (where applicable) are trademarks of EHD COMPONENTS, in South Africa and/or other countries (where applicable);
- 4.2 EHD COMPONENTS' trademarks may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and as such is herewith unauthorised;
- 4.3 EHD COMPONENTS' trademarks may not be copied, imitated, or used, in whole or in part, without the prior written consent thereto of EHD COMPONENTS.

5. USER DECLARATION

- 5.1 You, as the User, understand that except for advertisers on the Website and/or Paid for advertising space, the Services of this Website are available for your personal and/or commercial use only;
- 5.2 At no time, whilst being a User of this website, registered or not, are you to act in such a manner, directly and/or indirectly, that by your conduct alone it could be construed that you are acting for and/or on behalf of EHD COMPONENTS;
- 5.2 You represent, warrant and agree that no materials or data of any kind submitted through your registered account or otherwise posted, transmitted, or shared by you on or through the website with EHD COMPONENTS will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights, otherwise unlawful material;
- 5.3 In addition and notwithstanding the above, you agree not to use the Website to:
- 5.3.1 in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Website;
- 5.3.2 use automated scripts to collect information from or otherwise interact with the Website;
- 5.3.3 upload, transmit, share, store or otherwise make available any content that EHD COMPONENTS deem to be harmful, threatening, unlawful, defamatory, infringing,



abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise morally objectionable;

- 5.3.4 register for more than one User account;
- 5.3.5 register for a User account on behalf of an individual or entity, other than yourself personally, without being duly authorised thereto;
- 5.3.6 register for a User account on behalf of any group, without being duly authorised thereto;
- 5.3.7 impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- 5.3.8 post, transmit, share, store or otherwise make publicly available on the Website any private information of any third party, including, addresses, phone numbers, email addresses, identification or registration numbers or credit card numbers /transactional bank account details;
- 5.3.9 solicit personal information from anyone under 18 (eighteen) years of age or solicit passwords or personally identifying information for commercial or unlawful purposes;
- 5.3.10 post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- 5.3.11 post, transmit, share, store or otherwise make available content or data that would constitute, encourage or provide instructions for the commission of a criminal offense or violate the rights of any party or that would otherwise create liability or violate any national or international law;
- 5.3.12 use or attempt to use another's account, service or system without authorisation to create a false identity on the Website;
- 5.3.13 post, transmit, share, store or otherwise make available content or data that, in the sole discretion of EHD COMPONENTS, which restricts or inhibits any other person from using the Website, or which may expose EHD COMPONENTS or its users and employees to any harm or possible liability of any kind;

6. POSTED CONTENT ON THE WEBSITE

- 6.1 You understand and agree that EHD COMPONENTS may, but is not obligated to, review the Website and may delete or remove (without any notice) any website content in its sole discretion, for any reason or no reason as it deems fit;
- 6.2 When you register with the website, you authorise and direct EHD COMPONENTS to make such copies thereof as it deems necessary in order to facilitate possible future transactions on the website;

7. THIRD PARTY WEBSITES AND CONTENT

- 7.1 The Website contains (or you may be sent through the Website) links to other websites (hereinafter "Third Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from Third Party Websites (hereinafter the "Third Party Applications, Software or Content");
- 7.2 Such Third Party Websites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by EHD COMPONENTS and accordingly we are not responsible for any Third Party Websites accessed through the Website or any Third Party Applications, Software or Content posted on, available through or installed from these Third Party Websites, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Websites or the Third Party Applications, Software or Content;
- 7.3 Inclusion of, linking to or permitting the use or installation of any Third Party Website or any Third Party Applications, Software or Content does not imply approval or endorsement thereof in any form by EHD COMPONENTS;



- 7.4 If the User decides to leave the EHD COMPONENTS website and access such Third Party Websites or to use or install any Third Party Applications, Software or Content, you, as the user does so at your own risk and you should be aware that the Terms and Conditions and Policies of EHD COMPONENTS, no longer govern such activities;
- 7.5 You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the EHD COMPONENTS website or relating to any applications you use or install from the Third Party Website.

8. USE OF SHARE LINKS BY ONLINE CONTENT PROVIDERS

- 8.1 Subject to these Terms and Conditions, Third Party Websites that meet the requirements set forth below may place a Through Link (as described below), in the form approved by EHD COMPONENTS, on pages of their websites to facilitate the use of the EHD COMPONENTS website via a Through Link;
- 8.2 A Third Party Website that posts a Through Link on its website is referred to herein as an "Online Content Provider" and shall abide and be subject to the applicable sections of these Terms and Conditions;
- 8.3 A "Through Link" is a button and/or a text link appearing on an Online Content Provider's web page that, upon being clicked by a user, links the user with the EHD COMPONENTS' website;
- 8.4 In the event that the Through Link is a button that contains any icons or other graphic images, trademarks or other proprietary materials of EHD COMPONENTS, the Online Content Provider is granted permission to use such images, trademarks or other materials solely for the purpose of placing the Through Link on Online Content Provider's website and solely in the form provided and as consented thereto by EHD COMPONENTS;
- 8.5 In the event that the Through Link is a text link, it must include the word " EHD COMPONENTS 2005 PTY (LTD) t/a ENGINE AND HEAVY DUTY COMPONENTS " as part of the link button;
- 8.6 The rights granted in this paragraph may be revoked by EHD COMPONENTS at any time with or without cause, in its sole discretion, and upon such termination, Online Content Provider agrees to immediately remove all Through Links from its website;
- 8.7 In order for an Online Content Provider to include a Through Link on its pages, the Third Party Website must not contain any web content that if shared or posted by a user would be a violation of these terms and conditions as set out herein and/or where any products and/or services offered by such Third Party Website amounts to a passing off of the products and/or services offered by EHD COMPONENTS;
- 8.8 Without limiting the forgoing, Online Content Provider agrees not to post a Through Link on any website that contains, and represents and warrants that such website does not and will not contain, any content that is infringing, harmful, threatening, unlawful, defamatory, abusive, inflammatory, harassing, vulgar, obscene, lewd, fraudulent, or invasive of privacy or publicity rights or that may expose EHD COMPONENTS or its registered users or employees to any form of harm or liability of any kind;
- 8.9 Upon including of a Through Link, the Online Content Provider agrees to defend, indemnify and hold EHD COMPONENTS, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including all reasonable attorney and own client legal fees, arising out of or in connection with such Through Link, any links, content or other items or materials which may be shared or posted through such Through Link, or any breach or alleged breach of the foregoing representations and warranties;
- 8.10 By including a Through Link, the Online Content Provider automatically grants, and represents and further warrants that it has the right to grant, to EHD COMPONENTS an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sub-license) to use the Through Link Service in order to link to, use, copy, publish, stream, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), summarise, and distribute the content, links and other materials of any kind residing on any webpage on which the Online Content Provider has placed the Through Link.



9. REGISTRATION PAGE

- 9.1 The user may not set up an EHD COMPONENTS registration on behalf of another individual or definable entity unless the user has the necessary authority to do so and upon enquiry thereto, present such written authority to EHD COMPONENTS;
- 9.2 EHD COMPONENTS is not responsible or to be held liable for any content, offers, prices or information that has been posted on the website in error or any transactions entered into or other actions taken in connection with any such EHD COMPONENTS page, including how an EHD COMPONENTS page is collected, handled, used or shared;

10. TERMS OF SALE

- 10.1 The products and/or services advertised on the EHD COMPONENTS' website is intended to be an "Offer to do Business";
- 10.2 Once a user has registered with the EHD COMPONENTS' website the registered user can at any time generate a Performa Invoice Request, for specified goods and/or services to be acquired from the EHD COMPONENTS' website;
- 10.3 Such Performa Invoice will specify the information/data as defined in the registered User's account, including but not limited to, *inter alia*, delivery address, VAT number, Customer number, and full description of the goods and/or services purchased;
- 10.4 Only upon the return of the signed Performa Invoice and proof of full payment thereof will same become a valid order and will such order be processed;
- 10.5 By ordering products or services from EHD COMPONENTS through the website, you confirm that you have read and agree to be bound by the Standard Terms of Sale, which is contained in the Standard Terms and Conditions of Sale Policy;
- 10.6 These Terms of Sale and the Standard Terms and Conditions of Sale Policy are subject to change without prior notice, at any time, in EHD COMPONENTS sole discretion and you should review same at time of generating a Performa Invoice Request;
- 10.7 Should you need clarification of these Terms of Sale or the Standard Terms and Conditions of Sale Policy kindly forward your request to ehd@ehd.co.za.

11. PRIVACY

- 11.1 EHD COMPONENTS care about the privacy of our users and as such have taken steps to protect your individual privacy;
- 11.2 Kindly view the EHD COMPONENTS' Privacy Policy for further detail associated herewith;
- 11.3 By using this website you are consenting to have your private data transferred to and processed in the Republic of South Africa and any other related governmental departments.

12. LIABILITY WAIVER AND DISCLAIMERS

- 12.1 EHD COMPONENTS is not responsible or liable in any manner for Third Party Applications, Software used to otherwise view or interact with the website or any equipment or programming associated with or so utilised in or on the website;
- 12.2 EHD COMPONENTS is not responsible for the conduct, whether online or offline, of any user of the website and/or any of the services incorporated within the website;
- 12.3 The website and the service offered thereby may be temporarily unavailable from time to time for maintenance or other reasons;
- 12.4 EHD COMPONENTS assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, the website and said interaction by the user thereof;
- 12.5 EHD COMPONENTS is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email, on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to user's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using of material/s in connection with the website and/or in connection with the service, including any mobile client software;



- 12.6 Under no circumstances will EHD COMPONENTS be responsible for any loss or damage, including any loss or damage to any user request, data or personal injury or death, resulting from anyone's use of the website, by any Third Party Applications, Software or Content used on or through the website or transmitted to users, or any interactions between user and the website, whether online or offline;
- 12.7 The EHD COMPONENTS website and the content thereof is provided "as is" EHD COMPONENTS disclaims any and all representations and/or warranties whether express or implied, including implied warranties as to title, fitness for a particular purposes or non-infringement;
- 12.8 EHD COMPONENTS cannot guarantee and does not promise any specific results from the use of the EHD COMPONENTS website and/or any service offered by EHD COMPONENTS thereby;
- 12.9 EHD COMPONENTS does not warrant that any software, content or materials on the website are accurate, complete, reliable, current or error-free or the hosting of the website and the underlying metadata or platform software are viruses free or free from other harmful components;
- 12.10 THEREFORE, any user of the website should exercise caution when downloading content from the EHD COMPONENTS website and use industry recognised software to detect and disinfect viruses;
- 12.11 Without limiting the foregoing, you herewith agree and consent to hold EHD COMPONENTS harmless should you otherwise download or obtain content, material, data and/or software from of through the EHD COMPONENTS website AT YOUR OWN DISCRETION AND RISK and THAT YOU WILL BE SOLELY RESPONSIBLE for the use thereof and any damage caused thereby to your mobile device or computer system, data loss and/or other harm of any kind that may result;
- 12.12 EHD COMPONENTS reserves the right to change any and all content, software and other items used or contained on the Website and/or any product or service offered through the website at any time without notice;
- 12.13 Reference to any products, services, processes or other information, by trade name, trademark, manufacturer and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by EHD COMPONENTS.

13. LIMITATION ON LIABILITY

- 13.1 At no time will EHD COMPONENTS or its directors, employees, representatives or agents be liable to you, any user, or any third party for any interdict, consequential, incidental, special or punitive damages, including for any loss of profits or data arising out of or from the direct or indirect use of this website or any products offered on this website, any platform applications or any of the website content accessed through or from this website, even if EHD COMPONENTS is aware or has been advised of the possibility of such damage;
- 13.2 Notwithstanding anything to the contrary contained herein, EHD COMPONENTS' liability to a user, for any cause whatsoever and regardless of the form of the action, is at all times limited to the amount paid, if any, by you to EHD COMPONENTS for the performed service received during the term of your membership;
- 13.3 In no case will the EHD COMPONENTS' liability to you and/or any user exceed R1000.00 (ONE THOUSAND SOUTH AFRICAN RANDS);
- 13.4 You herewith acknowledge that if no fees are paid to EHD COMPONENTS for the performance of a service, you shall be limited to an interdict relief only, unless otherwise permitted by law and as such you shall not be entitled to claim any damages of any kind from EHD COMPONENTS, regardless of the cause of action;
- 13.5 Should you not agree with the above limitation on liability you are not permitted to use this website and you are to exit this website immediately, without any further interaction with this website.



14. TERMINATION

- 14.1 EHD COMPONENTS may terminate your membership, delete your profile and/or prohibit you from using or accessing the website (or any portion, aspect or feature of website or any platform application) for any reason, or no reason, at any time in its sole discretion, with or without notice, including if it believes that you are under 13 (thirteen) years of age, or under 18 (eighteen) years of age;

15. GOVERNING LAW; VENUE AND JURISDICTION

- 15.1 By visiting or using this Website you agree that the laws of Republic of South Africa, without regard to principles of conflict of laws, will govern these Terms and Conditions, the Privacy Policy and any related terms and conditions found on this website, applicable by reference and/or otherwise, and any dispute of any sort that might arise between you and EHD COMPONENTS or any of the EHD COMPONENTS' affiliates;
- 15.2 With respect to any disputes or claims not subject to the dispute resolution clause below, you agree not to commence or prosecute any action in connection therewith, other than in the Magistrates Court, having geographical jurisdiction over EHD COMPONENTS;
- 15.3 Without derogating or detracting from the generality of the above, same is not to be construed as preventing and/or restricting any party hereto from approaching any competent court and/or an alternative dispute resolution forum to adjudicate such dispute, having jurisdiction to adjudicate the dispute.

16. DISPUTE RESOLUTION

- 16.1 You, as the user, do hereby agree that, except as may otherwise be provided in regard to a specific product or service on the website and/or any specific terms being applicable to those products or services, the sole and exclusive forum for the resolution of any such dispute, claims and/or interpretation of these terms and conditions and any other policies, terms and conditions on the website, by incorporation and/or otherwise (including your visit to or use of the site) shall be subject to a final and binding Arbitration hearing; except that:
- 16.1.1 only to the extent that either of the parties hereto have in any manner infringed upon or violated or threatened to infringe or violate upon the other party's patent, copyright, trademark or trade secret rights, or you have otherwise violated any of the expected proper conduct for use as set forth above, in which case the parties acknowledge and accept that Arbitration proceedings are not an adequate remedy to such dispute at law and that interdicting or additional appropriate relief, may be sought; and
- 16.1.2 no dispute or claim relating to any transaction you enter into with a third party through the EHD COMPONENTS website may be arbitrated upon and is as such a private matter as between you and such third party;
- 16.1.3 Arbitration under this Agreement shall be conducted by the Arbitration Foundation of Southern Africa (hereinafter the "AFSA") under its Rules for alternative dispute resolution;
- 16.1.4 The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AFSA Rules and shall be subject to the limitations provided for in the AFSA Rules;
- 16.1.5 The arbitrator's award shall be final and binding and may be made and order of court in any court of competent jurisdiction;
- 16.1.6 To the fullest extent permitted by applicable law, no Arbitration or claim in terms of these terms and conditions will be joined to any other Arbitration or claim, and no Class Arbitration proceedings shall be permitted;
- 16.1.7 In no event shall any claim, action or proceeding by you, related in any way to the website (including your visit to or use of the website) be instituted and/or entertained, more than three (3) years after the claim or action arose.

17. COMMUNICATIONS



- 17.1 You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, emails or other information about the website (hereinafter "Communications"), provided by you to EHD COMPONENTS are non-confidential and shall become the sole property of EHD COMPONENTS;
- 17.2 EHD COMPONENTS shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Communications for any purpose, commercial or otherwise, without acknowledgment or compensation to you;

18. DEFINITIONS AND CONSTRUCTIONS

- 18.1 Unless otherwise specified, the terms "include/s", "including", "e.g.", "for example", and other similar terms are deemed to include the term "without limitation" immediately thereafter;
- 18.2 Any terms used in these Terms and Conditions, with the initial letter(s) capitalised will have the meaning attributed to them only to the extent to which such terms appear in these Terms and Conditions and any other terms and conditions and policies as found on the website.

19. GENERAL CLAUSES

- 19.1 These Terms and Conditions constitute the entire agreement between you and EHD COMPONENTS, specifically regarding the use of this website, superseding any prior agreements or representations, verbal and/or otherwise, between you and EHD COMPONENTS relating to your use of the website;
- 19.2 EHD COMPONENTS, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, are to be held harmless and as such not liable for any representations made to you prior to these Terms and Conditions becoming effective and enforceable;
- 19.3 The failure of EHD COMPONENTS to exercise or enforce any right or provision in these Terms and Conditions shall not constitute any form of waiver to the rights applicable hereto;
- 19.4 If any provision of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the remaining Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

20. ENQUIRES

- 20.1 Kindly forward any enquires regarding these Terms and Condition to ehd@ehd.co.za

21. REQUIREMENTS IN TERMS OF SECTION 43 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002

- 21.1 The EHD COMPONENTS website is owned and managed by EHD COMPONENTS 2005 PTY (LTD) t/a ENGINE AND HEAVY DUTY COMPONENTS, a Private Company duly registered in terms of the Companies Act 61 of 1973 with registration number: 2005/019759/07, of which the contact details are the following;
- 21.1.1 Physical business address: CNR. OF HUBERT AND MARSHALL STREETS, MARSHALLTOWN, JOHANNESBURG, 2001;
- 21.1.2 Contact telephone and fax number/s: Tel: (011) 870 5000, Fax: (011) 836 0474;
- 21.1.3 The primary website address: <http://www.ehd.co.za>
- 21.1.4 Primary contact e-mail address: ehd@ehd.co.za
- 21.1.5 In order to ensure that our business activities comply with the highest commercial standards EHD COMPONENTS hold membership with a self-regulatory and/or accreditation body;
- 21.1.5.1 RMI (Retail Motor Industry Organisation) <http://www.rmi.org.za>
- 21.1.8 The chosen *domicilium citandi et executandi* of EHD COMPONENTS, be at the physical address of: CNR. OF HUBERT AND MARSHALL STREETS, MARSHALLTOWN, JOHANNESBURG, 2001;



- 21.1.9 The primary description of the main characteristics of the products and services (where applicable) offered by EHD COMPONENTS are fully defined and described on the website or as amended from time to time and is broadly described as:
 - 21.1.9.1 Invitation to do business related directly and/or indirectly to combustion engine and heavy duty components and accessories;
 - 21.1.10 All relevant information about the any goods or services, including transport/delivery costs, taxes and any other fees or costs related to the invitation to do business, can be found on the EHD COMPONENTS' website, however should a further enquiry be necessary to determine same please do not hesitate to contact the EHD COMPONENTS' offices to obtain same;
 - 21.1.11 The only manner of payment which is accepted is an Electronic Transfer, kindly forward a copy of your deposit slip to our offices for our tracking and recordkeeping purposes;
 - 21.1.12 Take note that independent terms and conditions become relevant when a product or service is purchased, please refer to the respective policies or terms and Conditions for same, which can also be found on the EHD COMPONENTS' website;
 - 21.1.13 Where appropriate, should a user account remain dormant for a period exceeding 12 (twelve) months, EHD COMPONENTS has the sole right and discretion to delete said account, without any notification.
-