

WEBSITE TERMS AND CONDITIONS

This website can be accessed at www.wheelcollision.co.za, (“the site”) and is owned and operated by Wheel Collision (Pty) Ltd.

All users and account holders, including those that buy from the site (“buyers”) are bound by these terms and conditions (“T&Cs”). By registering, or using the site at all, you recognise that you’ve read, accepted and agreed to be bound by these T&Cs. Should there be any clause in these T&Cs that you do not understand, the onus is on you to ask Wheel Collision to please explain the relevant clause to you before you accept the T&Cs by using or buying from the site.

The website is not intended for anyone under the age of 18 years of age. By using the website, you are confirming that you are 18 years and older, or an emancipated minor or possess the necessary legal parental or guardian consent. You can review the most current version of the T&Cs at any time on this page. We reserve the right to amend this agreement or any parts thereof at any time and without notice. Amendments to this agreement take effect 24 hours after the agreement has been amended on our web site, and your continued use of the site implies your acceptance of the agreement as amended.

1. Definitions and Interpretation

1.1. Definitions

- 1.1.1. Terms means the terms, consisting of: these terms of use; and any other relevant specific terms, policies, disclaimers, rules and notices agreed between the parties, (including any that may be applicable to a specific section or module of the website);
- 1.1.2. We, Us, or Our, means Wheel Collision, and includes our officers, agents, employees, owners, co-branders and associates where the terms limit or exclude our liability;
- 1.1.3. You or Your means any visitor to this website, including any other person, website, business or agent (including any virtual or robotic agent) associated with the visitor.

1.2. Interpretation of the Terms and Conditions

In the T&C’s, unless inconsistent with the context:

- 1.2.1. The singular includes the plural and vice versa.
- 1.2.2. A natural person includes an artificial person and vice versa, and.
- 1.2.3. Any expression which refers to one gender includes the other gender.
- 1.2.4. Any reference to legislation or a statute in the Terms and Conditions will be a reference to the relevant legislation or statute and its regulations as amended, varied or re-enacted from time to time.
- 1.2.5. Any reference in the T&C’s to any other agreement will be to such agreement as amended, supplemented, varied, or replaced from time to time.
- 1.2.6. Headings are for convenience only and do not affect the interpretation of the T&C’s.
- 1.2.7. If the meaning of any general term conflicts with any other relevant specific term, the specific

term will apply. Specific terms apply to a specific section of the website or have been specifically agreed between you and us.

2. Limitation of liability

- 2.1. Wheel Collision cannot be held liable for any inaccurate information published on the website and/or any incorrect prices displayed on the website, save where such liability arises from the gross negligence or wilful misconduct of Wheel Collision, its employees, agents or authorised representatives.
- 2.2. Any wheel deemed as unsafe or irreparable by Wheel Collision will be sent back in the stripped condition and will not be painted.
- 2.3. You are encouraged to contact us to report any possible malfunctions or errors by way of email to legal@wheelcollision.co.za. We will endeavour to fix any fault in this website as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault in the website.
- 2.4. Wheel Collision shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from use of, or reliance upon, the website or the content in the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third-party website.
- 2.5. You hereby indemnify Wheel Collision our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors, against any loss, claim or damage which may be suffered by yourself or any third-party arising in any way from your use of this website and/or any linked third-party website.

3. Intellectual Property

- 3.1. All content included on the Website, including but not limited to, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is our property or the property of our content suppliers and is protected in terms of intellectual property laws in South Africa (including trade mark and copyright law) as well as international copyright laws. The compilation of all content on the Website is our exclusive property and is protected by copyright law.
- 3.2. All software used on the Website is our property or that of our software suppliers and is protected by copyright law. The trademarks, names, logos and service marks (collectively "Trademarks") displayed on the Website registered and unregistered Trademarks belong to us. Nothing contained on the Website, except as expressly stated in the Terms, shall be construed by you as the granting of any license or right to use any Trademark without our prior written permission.
- 3.3. All rights in and to the content and Trademarks are reserved and retained by us and/or our content suppliers. You further acknowledge that we and/or our content suppliers are the proprietors of all the content and Trademarks on the Website, whether it constitutes confidential information or not, and that you hold no right, title or interest in any such material.

4. Terms of Sale and Services

4.1. Descriptions, Pricing and Repair Times

- 4.1.1. Products and Services are displayed on the Website and described in the most accurate way possible. However, Wheel Collision does not certify that the product descriptions, images or any other content of the Website is accurate, complete, reliable and/or error free.
- 4.1.2. We have made every effort to display as accurately as possible information regarding the products,

services and estimated repair times.

4.1.3. All prices displayed on the Site are valid and effective only in the Republic of South Africa. The Company reserves the right, without prior notice, to discontinue or change pricing or specifications on Products and services offered on this Site without incurring any liability whatsoever.

4.2. Orders and Payments

4.2.1. Wheel Collision is committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

4.2.2. Prices are shown in South African Rand. Prices of products and services are current at the time of display and are subject to change from time to time without notice.

4.2.3. Payments may be made either by credit cards, via electronic bank transfers ("EFT") or by cash deposit. In terms of credit card payments, at time of placing the order, the transaction details are presented to the bank and payment is collected automatically.

4.2.4. If your payment is not received or declined by your bank or credit card issuer, your order will not be processed.

4.3. Vouchers

4.3.1. May be used according to the original voucher offer.

4.3.2. May be valid at Wheel Collision or Wheel Collision Express Rim Repair Centres according to the original voucher offer.

4.3.3. For full T&C' refer Voucher Terms & Conditions Document.

5. **Disclaimer of Warranties**

5.1. We do not guarantee, represent or warrant that your use of our website will be uninterrupted, timely, secure or error-free.

5.2. We do not warrant that the results that may be obtained from the use of the website will be accurate or reliable.

5.3. You agree that from time to time we may remove the website for indefinite periods of time or cancel the website at any time, without notice to you.

5.4. You expressly agree that your use of, or inability to use, the website is at your sole risk.

5.5. The website and all products and services delivered to you through the website are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

5.6. In no case shall Wheel Collision, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the website or any products procured using the website, or for any other claim related in any way to your use of the website or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the website or any content (or product) posted, transmitted, or otherwise made available via the website, even if advised of their possibility.

- 5.7. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

6. General

6.1. License

We grant you a limited license to access the Website. This license does not permit any resale or commercial use of the Website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

6.2. Terms and policy updates

Please note it is your responsibility to check the Website regularly to determine whether any changes have been made to the Terms and your continued use of the Website will be deemed your acceptance of the Terms.

6.3. Submission of personal information

Using the website, you acknowledge and agree that you submit all and/or any of your personal information willingly on our Website and for the use of such information by us as provided for in accordance with these Terms.

6.4. Framing

You may not frame or utilise framing techniques to enclose any Trademark, logo, or other proprietary information (including images, text, page layout, or form) belonging to us and our affiliates without our prior written consent.

6.5. Linking

You may only link to the home page of this website. You may not deep link (link to any other page) or link in any way that could suggest that we endorse or support you, or that you have any rights in our website or intellectual property.

6.6. Virtual agents

You may not use any technology (including spiders, crawlers, bots and similar virtual agents) to search or gain any information from this website.

6.7. Notice

Except as explicitly stated otherwise, any notices shall be sent by you by way of email to legal@wheelcollision.co.za. Notwithstanding anything to the contrary, a written notice or communication received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address for that purpose. You hereby agree that we shall use the email address provided by you as your address to receive all information, notices, documents and legal process. Notice shall be deemed given 2 working days after the email is sent, unless the sending party is notified that the email address is invalid. You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be "in writing".

6.8. Termination

We may in our sole discretion terminate your account or restrict your access to the website. If we do this, you may be prevented from accessing all or parts of the website, your account or other content contained

in your account. We will not be liable to you or any third-party for doing so.

6.9. Jurisdiction and Choice of Law

These Terms will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute. You hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa Gauteng Local Division, Johannesburg in any dispute arising from or in connection with these Terms.

7. Queries and Contact Information

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply have a query, you can contact Wheel Collision at legal@wheelcollision.co.za.

8. Corporate Information:

Wheel Collision (Pty) Ltd

Registration no: 2017/373244/07

Managing Executive: N Viljoen; Directors: C Drury; A Taplin