

GLOBAL PARTS TERMS AND CONDITIONS

Introduction

These Terms and Conditions (“Terms and Conditions”) govern the ordering (both telephonically or online), sale and delivery of Goods, and the use of the website which can be accessed through www.globalparts.co.za, related mobi-sites and software applications (the “Website”). The website is operated by Global Parts (Pty) Ltd (“Global Parts”, “we”, “us” and “our”).

These Terms and Conditions are binding and enforceable against every person that buys from Global Parts or uses this Website (“you”, “your” or “user”), including without limitation each user who registers as contemplated below (“registered user”). By using the Website and by clicking on the “Log In” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.

The Website enables you to order online for our complete range of car parts (“Goods”).

Important Notice

These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”).

These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -

1. may limit the risk or liability of Global Parts or a third party; and/or
2. may create risk or liability for the user; and/or
3. may compel the user to indemnify Global Parts or a third party; and/or
4. serves as an acknowledgement, by the user, of a fact.

Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.

If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Global Parts to explain it to you before you accept the Terms and Conditions or continue using the Website.

Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or Global Parts in terms of the CPA.

Global Parts permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

Registration and use of the website

Only registered users may order Goods on the Website.

In order to be registered as a user, you must provide certain information and personal details to Global Parts. Your Log In details will be sent to you by Global Parts and you will need to use your unique username and password to access the Website in order to purchase Goods. Global Parts does not store your password and you will need to make use of the ‘forgot password’ option should you have forgotten your password.

You agree and warrant that your username and password shall:

1. be used for personal use only; and
2. not be disclosed by you to any third party.

For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.

You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.

You agree to notify Global Parts immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

Liability

By opening an account with us and/or using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may open an account and use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.

Conditions of use of Online Ordering

You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Global Parts representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).

You may not use the Website to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Global Parts representative.

Warranty

A full 12-month warranty is issued on all our goods supplied from date of purchase with exception to the following:

1. Electrical or electronic component parts including switches and relays;
2. Goods that have been partially or entirely disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods or property;
3. Ordinary wear and tear, having regard to the circumstances in which the goods are intended to be ordinarily be used; and
4. Parts incorrectly fitted and further damage resulting from such instances carried out by a non-accredited person or entity.

Return for Credit (RFC) Procedure

1. In order to initiate a full credit timeously and effectively, the following information will be required on return of goods:
 - a) Customers' goods return note;
 - b) Required information such as Global Parts' invoice, quantity and part number;
 - c) Disclosure of comprehensive details and reasons (no summary or abbreviated formats will be accepted), in writing either by fax, email or letter, substantiating the return of goods.

Failure of the above will result in the goods been returned to the customer until such information is supplied.

2. Local customers may return the goods along with our driver on delivery of a new order, provided this occurs within 7 days.
3. Customers outside of Johannesburg or Cape Town will have to return the goods at their expense. We will only refund these expenses once the goods have been evaluated and the investigation reflects a genuine defect with the goods or an error on our part. Proof of these expenses will be required to substantiate your claim.
4. Refunds will be done at the original purchase price less any discount if applicable.
5. Please note a handling fee of 10% may be leviable in cases where goods have been returned for other reasons that are not of a defective nature, erroneously supplied or outside the 7 day.
6. Please note that a refund will only become applicable on completion of a credit note being issued after the abovementioned evaluation process is successful. No credits may be deducted from any other outstanding amounts/order until such time.

Conclusion of sales and availability of stock

Registered users may place orders for Goods, which Global Parts may accept or reject. Whether or not Global Parts accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price) and receipt of payment or payment authorisation by Global Parts for the Goods.

NOTE: Global Parts will indicate the acceptance of your order by either confirming your order by providing an invoice or responding to an online order with an invoice, and only at that point will an agreement of sale between you and Global Parts come into effect (the "Sale"). This is regardless of any communication from Global Parts stating that your order or payment has been confirmed. Global Parts will indicate the rejection of your order by notifying you of the cancellation and, as soon as possible thereafter, crediting your account and/or refunding you.

Prior to delivery or your collection of the Goods, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the Goods, you may return the Goods only in accordance with the RFC Procedure.

Placing Goods in a wish list or shopping basket without completing the purchase cycle does not constitute an order for such Goods, and as such, Goods may be removed from the shopping basket if stock is no longer available or the price thereof might change without notice to you. You cannot hold Global Parts liable if such Goods are not available or are not available at the particular price when you complete or attempt to complete the order cycle at a later stage.

You acknowledge that stock of all Goods on offer is limited and that pricing may change at any time without notice to you. However, we will endeavour to ensure that we fulfil your order and if we cannot we will communicate this to you timeously. In the case of Goods for sale by Global Parts, Global Parts will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When Goods are no longer available after you have placed an order, Global Parts will notify you and you will be entitled to a credit of any amount already paid by you for such Goods.

Payment

Payment can be made for Goods via -

1. debit card or credit card on site;
2. direct bank deposit or electronic funds transfer: if you pay via direct bank deposit or electronic funds transfer, payment must be made within 5 (five) days of placing your order. Unless you have a 30 day account with Global Parts, we will not accept your order if payment has not been received;
3. Instant EFT; or
4. cash on delivery. By selecting this option, you undertake to ensure that you have the correct amount of cash on you for the order.

Processing of Orders

All orders received telephonically or via the Website before 16H00 will be processed the same day, otherwise the following day should the order be received by Global Parts after 16H00. Orders are subject to confirmation and availability of stock.

Delivery of goods

Global Parts offers 3 (three) methods of delivery of Goods to you. You may elect delivery via:

1. Local delivery;
2. courier; or
3. self-collection

Free Delivery

Global Parts offers free delivery subject to the following minimum orders:

1. Local Deliveries

JHB	–	R300 per delivery
CPT	–	R500 per delivery
2. Courier

Main City	–	R1,500.00 per delivery
Regional	–	R2,500.00 per delivery
3. Over the Border Courier - R10,000.00 per delivery

Delivery Schedules

Please note Global Parts delivery vehicles follow fixed delivery routes every day in order to be cost and time efficient. We will endeavour to deliver all orders within 24 hours upon receipt of payment for COD accounts or receipt of order for 30 day accounts. Surrounding areas outside of Johannesburg or Cape Town may not fall within our daily delivery schedules and delivery may occur outside of the expected 24 hours. Please contact sales for further information on such deliveries.

Delivery of Goods

On delivery of Goods, we urge all our customers to please check the goods before signing receipt thereof. Should any damages, shortages or incorrect orders not be returned or reported within the 7 days as stated in our RFC Procedure, it will be accepted and legally binding that all goods were delivered and received in perfect working order. We will then reserve the right to reject a full refund/credit in such instances.

Global Parts's obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. Global Parts is not responsible for any loss or unauthorised use of a product, after it has delivered the product to the physical address nominated by you.

Accuracy of information

We shall take all reasonable efforts to accurately reflect the description, availability and purchase price of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the RFC Procedure.

Global Parts shall not be bound by any incorrect information regarding our Goods displayed on any third party websites.

Promotions and Discounted Goods

From time to time, we may offer certain Goods at discounted prices as part of promotion, online ordering promotion or brand deals. These will be subject to certain conditions made available during each deal, which define the scope of the Deal. If you buy a product within the scope of a Deal, you will pay the discounted price for that product.

Online Only Deals

We also have Online Only Deals which will only be available for purchase using the Global Parts website. In addition to the Promotion Terms and Conditions, the following terms apply to Online Only Deals:

Online Only Deals are only available for purchase using the website and their prices may differ from the normal selling prices at which those particular Goods may be available when placing your order through a salesman.

You will not receive the Online Only Deal price if you pay for your order using one of our payment methods before the Online Only Deal has expired or sells out.

Changes to these Terms and Conditions

Global Parts may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

Electronic communications

When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy as set out in our Privacy Policy.

Ownership and copyright

The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("Website Content") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Global Parts, its advertisers and/or sponsors and/or is licensed to Global Parts.

You will not acquire any right, title or interest in or to the Website or the Website Content.

Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law. To obtain permissions for the commercial use of any Website Content contact us via our Help page.

Where any of the Website Content has been licensed to Global Parts or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

Disclaimer

The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.

Whilst Global Parts takes reasonable measures to ensure that the content of the Website is accurate and complete, Global Parts makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by Global Parts's representatives, Global Parts shall not be bound thereby.

Global Parts disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.

Any views or statements made or expressed on the Website are not necessarily the views of Global Parts, its directors, employees and/or agents.

Limitation of liability

Global Parts 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 Global Parts, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by way of our Help page.

Global Parts shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the website or the content contained in the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third party website.

You hereby indemnify global parts 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.

Availability and termination

We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.

Global Parts may at its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Global Parts will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.

If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your account with Global Parts including access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

Global Parts is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by Global Parts to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Global Parts, in whole or in part, on notice to you. Global Parts shall only be liable to refund monies already paid by you (see Global Parts' RFC Procedure in this regard) and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.

At any time, you can choose to close your account and/or stop using the Website, with or without notice to Global Parts.

Governing law and jurisdiction

These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

In the event of any dispute arising between you and Global Parts, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Johannesburg Division, Johannesburg notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

Notices

Global Parts hereby selects 70-72 12th Road, Kew, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). Global Parts may change this address from time to time by updating these Terms and Conditions.

You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving Global Parts not less than 7 days' notice in writing.

Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent -

1. by hand will be deemed to have been received on the date of delivery;
2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
3. by telefax before 16h00 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h00 or on a day which is not a business day will be deemed to have been received on the following business day; and
4. by email will be deemed to have been on the date indicated in the "Read Receipt" notification. All email communications between you and us must make use of the "read receipt" function to serve as proof that an email has been received.

Complaints

We are bound by the South African Automotive Industry Code of Conduct. This Code provides for an Alternative Dispute Resolution process and complaints may be lodged with MIOSA at:

Ombudsman:

Email: info@miosa.co.za
Contact: 086 11 64672 / 010 590 8378
Fax: 086 630 6141

Consumer Complaints Officer:

Contact: 086 000 0272

Information

For the purposes of the Electronic Communication and Transactions Act (Act 25 of 2002), Global Parts' information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:

Full name: Global Parts Online (Pty) Ltd, a private company registered in South Africa with registration number 1995/004559/07

Main business: Car Parts Wholesaler

Physical address for receipt of legal service (also postal and street address): 70-72 12th Road, Kew, Johannesburg, 2090 (marked for attention: CEO and Legal)

Phone number: 011 555 7600

Email address: info@globalparts.co.za

PAIA: The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from our website.

General

Global Parts may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.

You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

Any failure on the part of you or Global Parts to enforce any right in terms hereof shall not constitute a waiver of that right.

If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

These Terms and Conditions contain the whole agreement between you and Global Parts and no other warranty or undertaking is valid, unless contained in this document between the parties.