

TERMS AND CONDITIONS

The following Terms and Conditions together with our Privacy Policy constitute a **legal agreement** between you, the user of this website and the Supertech Group (Pty) Ltd.

Please read the Terms and Conditions together with our Privacy Policy carefully.

If there is any provision in these Terms and Conditions and our Privacy Policy that you do not understand, it is your responsibility to ask Supertech Group to explain it to you before you continue using this website. Should you disagree with any part of the Terms and Conditions or our Privacy Policy, please exit this website immediately.

By using the website or by registering on the website, you acknowledge that you have read and agree to be bound by these Terms and Conditions and our Privacy Policy.

1. GENERAL

- a. This website is accessed at www.supertechgroup.co.za, related mobi-sites and software applications (the “website”) and is owned and operated by Supertech Group (Proprietary) Limited (“Supertech Group”, “we”, “us” and “our”).
- b. These Website Terms and Conditions together with our Privacy Policy (“Terms and Conditions”) govern the ordering, sale and delivery of Goods, our data and information policy and general use of the website.
- c. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“you”, “your” or “user”), including without limitation each user who registers as contemplated below (“registered user”).
- d. This Website enables you to shop online for a range of goods including BMW Parts, lifestyle items, equipment and more (“Goods”).

IMPORTANT NOTICE

2. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”).
 - 2.1. These Terms and Conditions contain provisions that;
 - 2.1.1 may limit the risk or liability of Supertech Group; and / or
 - 2.1.2 may create risk or liability for the user; and/or
 - 2.1.3 may compel the user to indemnify Supertech Group; and/or

2.1.4 serves as an acknowledgement, by the user, of a fact.

3. Nothing in these Terms and Conditions is intended or must be understood to restrict, limit or avoid any right or obligation created for either you or Supertech Group in terms of the CPA.
4. Supertech Group permits the use of this website subject to these Terms and Conditions and our Privacy Policy. By using this website you shall be deemed to have accepted all the Terms and Conditions and our Privacy Policy unconditionally.

DO NOT use this website if you do not agree to these Terms and Conditions or our Privacy Policy.

RETURNS

5. Please refer to our Returns Policy for more information about returning products (and related refunds, replacements or repairs). The Returns Policy is incorporated by reference (which means that it forms part of these Terms and Conditions).

REGISTRATION AND USE OF THE WEBSITE

6.3. You agree and warrant that your username and password shall:

6.3.1 be used for personal use only; and

6.3.2 not be disclosed by you to any third party.

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

6.3.4 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.

7. You agree to notify Supertech Group 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.

8. By 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 use the Website only with the consent and 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.
9. 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 Supertech Group representative (such consent is deemed given for standard search engine technology employed by internet search websites to direct internet users to this website).
10. You may not use the website to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
11. 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 Supertech Group representative.

CONCLUSION OF SALES AND AVAILABILITY OF STOCK

12. Registered users may place orders for Goods, which Supertech Group may accept or reject. Whether or not Supertech Group 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 Supertech Group for the Goods.
13. Supertech Group will indicate the acceptance of your order by delivering the Goods to you or allowing you to collect them, and only at that point will an agreement of sale between you and Supertech Group come into effect (the "Sale"). This is regardless of any communication from Supertech Group stating that your order or payment has been confirmed. Supertech Group will indicate the rejection of your order (by Supertech Group itself) by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.

14. Prior to delivery or your collection of the Goods, you may cancel an order with 2 weeks written notice prior to the delivery or your collection of the Goods, you may return the Goods only in accordance with the Returns Policy.
15. You acknowledge that **stock of all Goods on offer is limited and that pricing may change** at any time without notice to you. In the case of Goods for sale by Supertech Group, Supertech Group 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, Supertech Group will notify you and you will be entitled to a refund of any amount already paid by you for such Goods.
16. Goods may not be purchased for re-sale. Should we suspect that any such Goods are being purchased for sale, we are entitled to cancel your order immediately on notice to you.
17. Please see details relating to Pre-orders in our FAQ's: Pre-Orders are incorporated by reference.

PAYMENT

18. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
19. Payment for Goods can be made for Goods as follows;
 - 19.1 debit card;
 - 19.2 credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods will be cancelled. **You warrant that you are fully authorised to use the credit card** supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the website;
20. You may contact us via email or telephone to obtain a full record of your payment. We will also send you email communications about your order and payment.
21. Once you have selected your payment method, you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

DELIVERY OF GOODS

22. Supertech Group offers 2 (two) methods of delivery of Goods to you. You may elect delivery via:
 - 22.1 courier; or
 - 22.2 self-collection.
23. Our delivery charges are subject to change at any time, without prior notice to you, so please check with us if you have any questions. You will see the applicable delivery charges in your cart when you check out.
24. When your order is accepted, Supertech Group will deliver the Goods to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment (“Delivery Period”). We will notify you if we are unable to deliver the Goods during the Delivery Period.
25. Supertech Group’s obligation to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. Supertech Group 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.

ERRORS

26. We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges 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 Returns Policy.
27. Supertech Group shall not be bound by any incorrect information regarding our Goods displayed on any third-party websites.

GIFT VOUCHERS & COUPONS

28. Supertech Group may from time to time make physical or electronic gift vouchers (“Gift Vouchers”) and promotional coupons or discounts (“Coupons”) available for use on the

Website towards the purchase of Supertech Group Goods. Gift Vouchers and Coupons can only be redeemed while they are valid, and their expiry dates cannot be extended.

29. Gift Vouchers that are purchased by registered users are valid for 1 year after Sale. Gift Vouchers that Supertech Group gives away for free are valid for the period stated thereon. In each case, if your Voucher has not been used within that period, it will expire.
30. Gift Vouchers cannot be used to buy other Gift Vouchers or Coupons. They do not accrue interest and are not refundable for cash once purchased or otherwise obtained. If your Gift Voucher value is less than the amount required to cover the full order you wish to place, you may make up the difference by paying via one of our other payment methods.
31. Supertech Group is not responsible for any harm due to the loss, unauthorised use or unauthorised distribution of a Gift Voucher, after it has delivered the Gift Voucher to you or the email address nominated by you.
32. There are two types of Coupons; a Coupon with a fixed amount of a discount, e.g. R100 off ("Fixed Coupon"), and a Coupon with a percentage discount, e.g. 10% off ("Percentage Coupon").
33. Coupons are issued in Supertech Group's sole discretion and we are entitled at any time to correct, cancel or reject a Coupon for any reason (including without limitation where a Coupon has been distributed in an unauthorised manner). Users do not have a right to Coupons, and Coupons cannot be earned. Coupons are issued under specific terms and conditions regulating when and how they may be used.
34. unless specified otherwise on the specific Coupon;
 - 34.1 each Coupon can only be used once;
 - 34.2 only one Coupon can be used per order;
 - 34.3 only one Coupon can be used on the Website per person per promotion/campaign;
35. Percentage Coupons may only be redeemed on purchases with a total cart value of less than R5,000;
36. where a Percentage Coupon has been used and you wish to cancel any items in the order prior to making payment, the entire order must be cancelled. You will be issued with a new Percentage Coupon and will need to place the order again, without the item that you wished to cancel;
37. a Coupon must be used at check-out – it cannot be used later existing orders; and

38. the value of the Coupon will be set off against the value of your shopping basket and the balance remaining, if any, will be payable by you.
39. Coupons cannot be used to buy Gift Vouchers or other Coupons and cannot be exchanged or refunded for cash or credit. Supertech Group is not responsible for any harm due to the loss, unauthorised use or distribution of a Coupon.
40. If for any reason a Coupon does not reflect on the final amount due from you at check-out, you can contact us [to](#) confirm if the Coupon is still valid. If Supertech Group confirms that the Coupon is still valid and you have already placed your order, you can choose whether to cancel the order and place it again with the Coupon, or you can use the Coupon on your next order within the limitations of the specific Coupon's terms and conditions.
41. You may be required to submit the original communication containing the Coupon code, and any other information reasonably requested by Supertech Group, before you are able to use a Coupon.

APP ONLY DEALS

- 4.2 App Only Deals will only be available for purchase using the Supertech Group software application ("App"), although they may also be displayed on the Supertech Group website and mobi-site. The App can be downloaded on IOS and Android devices. In addition to the above Terms and Conditions, the following terms apply to App Only Deals:
 43. App Only Deals are only available for purchase using the App and their prices may differ from the normal selling prices at which those Goods may be available on the website or mobi-site.
 44. You will only receive the App Only Deal price if you pay for your order using the App before the App Only Deal has expired or sells out. You will not receive the App Only Deal price if you pay for your order using the website or mobi-site, or if you don't pay for your order before the App Only Deal has expired or sells out.

BUNDLE DEALS

45. We may from time to time offer bundle deals for sale under the Bundle Deals tab on the Website ("**Bundle Deals**"). Each Bundle Deal will consist of two or more products that either we or you (as provided on the Website) have combined in a single bundle.

46. Any saving or discount resulting from purchasing a Bundle Deal instead of its component products separately may be applied to any of the component products individually in our sole discretion. The actual purchase price (after applying any applicable saving or discount) of each component product will be communicated to you upon checkout and reflected in your order history. This is relevant to the amount that would be refunded to you, if you were to return any product in a Bundle Deal for a refund, in accordance with our Returns Policy.
47. A Bundle Deal should be distinguished from a pre-packed bundle compiled by our supplier and supplied to us as a single unit (“**Pre-packed Bundles**“). Any saving or discount in respect of a Pre-packed Bundle will be applied only to the total bundle price and not to the prices of the individual component products. Please refer to our Returns Policy for information about returning a Pre-packed Bundle.

CHANGES TO THESE TERMS AND CONDITIONS

48. Supertech Group 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.
49. 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.

OWNERSHIP AND COPYRIGHT

50. 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 Supertech Group, its advertisers and/or sponsors and/or is licensed to Supertech Group.
51. You will not acquire any right, title or interest in or to the Website or the Website Content.
52. 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.

53. Where any of the Website Content has been licensed to Supertech Group 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

54. **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.
55. Whilst Supertech Group takes reasonable measures to ensure that the content of the Website is accurate and complete, Supertech Group 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 Supertech Group's representatives, Supertech Group shall not be bound thereby.
56. **Supertech Group 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.
57. Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, **the Website and all information provided on the Website is provided "as is" without warranty of any kind**, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
59. Any views or statements made or expressed on the Website are not necessarily the views of Supertech Group, its directors, employees and/or agents.
60. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Supertech Group also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. **You accept all risk associated with the existence of such viruses**, destructive materials or any other data or code

which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Supertech Group, its employees, agents or authorised representatives. Supertech Group thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

LINKING TO THIRD PARTY WEBSITES

61. This Website may contain links or references to other websites (“Third Party Websites”) which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and Supertech Group is not responsible for the practices and/or privacy policies of those Third Party Websites or the “cookies” that those sites may use.
62. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

LIMITATION OF LIABILITY

63. Supertech Group 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 Supertech Group, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors.
64. **Supertech group 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.
65. You hereby indemnify supertech group 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.

AVAILABILITY AND TERMINATION

66. 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.
67. Supertech Group may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Supertech Group 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.
68. 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 access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.
69. Supertech Group 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 Supertech Group 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 Supertech Group, in whole or in part, on notice to you. Supertech Group shall only be liable to refund monies already paid by you (see Supertech Group's Returns Policy in this regard), and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.
70. You can choose to stop using the Website, with or without notice to Supertech Group.

GOVERNING LAW AND JURISDICTION

71. 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.
72. In the event of any dispute arising between you and Supertech Group, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa

notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

73. Nothing in these Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

NOTICES

74. Supertech Group hereby selects **8 Cliff Crescent, Bellair, Durban**, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions (“legal address”). Supertech Group may change this address from time to time by updating these Terms and Conditions.
75. 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 Supertech Group not less than 7 days’ notice in writing.
- 75.1 Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent -
- 75.2 by hand will be deemed to have been received on the date of delivery;
- 75.3 by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
- 75.4 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

76. To lay a complaint, kindly email preona.naidoo@supertechgroup.co.za or contact us on 031 465 1981
77. If we don’t resolve your complaint within 30 (thirty) business days of you having notified us of it, you are entitled to approach the Consumer Goods and Services Ombud (“CGSO”), to assist in resolving the dispute. The CGSO’s contact details are: Website: <http://www.cgso.org.za/> Sharecall: 0860 000 272

Email: complaints@cgso.org.za

GENERAL

78. Supertech Group 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.
79. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
80. Any failure on the part of you or Supertech Group to enforce any right in terms hereof shall not constitute a waiver of that right.
81. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
82. 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.
83. 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.
84. These Terms and Conditions contain the whole agreement between you and Supertech Group Supertech and no other warranty or undertaking is valid, unless contained in this document between the parties.