

WEBSITE TERMS AND CONDITIONS

Your access to and use of the Website (as defined below) is subject to these terms and conditions ("**Terms**"). Please read these Terms carefully before accessing or using this Website. If you do not agree to these Terms, please do not access or use the Website.

All of the provisions of these Terms are important, but please pay special attention to the parts that are inside a box with bold writing. These parts contain information about provisions that have special consequences for you. These parts are only intended to bring such provisions to your attention, and to explain their fact, nature and effect. They are aids to understanding only and are not provisions themselves. They do not limit the meaning or application of the terms, and do not apply only to the situations and examples described in the boxes or only to similar situations or examples.

1. What do these Terms regulate?

- 1.1 These Terms regulate your use of the website, accessible at <https://www.honda.co.za/legal/website-terms-and-conditions> or such other URL as we may determine from time to time ("**Website**"). The Website is made available by Honda Motor Southern Africa (Proprietary) Limited ("**Honda**"), registration number 2000/010675/07, a South African company with registered office at Building 6, Maxwell Office Park, Waterfall City.
- 1.2 These Terms apply to any person (hereinafter referred to as "**users**" or "**you**" or "**your**") who, for whatever purpose, accesses and/or uses the Website:
 - 1.2.1 to register to receive our newsletter ("**Newsletter**") and/or our updates on offers and events and/or other information;
 - 1.2.2 to book a car service;
 - 1.2.3 to request a car part;
 - 1.2.4 to enter any of our competitions or participate in our promotions;
 - 1.2.5 to access any other product and/or service made available on or by means of the Website; or
 - 1.2.6 to access, use, refer to, view and/or download any information made available on or by means of the Website ("**Content**").
- 1.3 The activities listed at 1.2.1 to 1.2.5 above are referred to as the "**Services**".
- 1.4 The Website may facilitate your access to and/or purchase of products or services other than the Services ("**Additional Products and Services**") from Honda and/or third parties. All such Additional Products and Services are not provided under these Terms and you may have to enter into a separate agreement with Honda and/or the third-party provider of such Additional Products and Services (as applicable) to regulate the provision of such Additional Products and Services.

2. Your agreement to these terms

- 2.1 By accessing and/or using the Website in any way, you agree that you enter into a legally binding contract with us upon these Terms, and our privacy policy which is accessible at <https://www.honda.co.za/legal/privacy-policy> ("**Privacy Policy**"). The provisions of the Privacy

Policy are hereby incorporated by reference into the Terms and any reference to "Terms" shall include the provisions of the Privacy Policy which have been so incorporated by reference. To the extent allowed by law, your access and/or use of the Website is deemed to mean that you agree to these Terms and the Privacy Policy. If you do not so agree, please do not access or use the Website.

- 2.2 In relation to specific Content and/or Services, we may require you to agree to additional terms from time to time, which terms will supplement and be deemed to be incorporated by reference in, and read with and as part of, these Terms.
- 2.3 You may print a copy of these Terms. If you have any difficulty printing these Terms or require assistance in obtaining a hard copy or electronic copy of these Terms, please contact our support team on **0800 466 321** or send us an email at **care@honda.co.za**.

3. **Registering for our Newsletter**

- 3.1 You can register on the Website to join our mailing list by completing an electronic registration form in accordance with the terms of this clause 3.
- 3.2 In order to register, you will be required to complete an electronic registration form which will include:
- 3.2.1 providing us with all the information we require, which may include (but not be limited to) a full name, valid email address and contact number; and
- 3.2.2 confirming your acceptance of the Terms and Privacy Policy, as read with such other terms (if any) which Honda may require you to accept.
- 3.3 You must provide accurate and complete information as prompted by the electronic registration form or any other request made by us. Your registration will be rejected if you fail to properly complete the electronic registration process.
- 3.4 After you complete the registration process described in this clause 3, we will confirm your registration by sending you an email confirming your registration and will create your account.

4. **Newsletter Registration cancellation**

- 4.1 You have the right to cancel your registration to our Newsletter at any time in the manner set out in clause 4.2.
- 4.2 You may notify us of your wish to cancel your registration to our Newsletter by contacting **0800 466 321**. If you prefer, you may, but are not obliged to, send your notification of cancellation by email to **care@honda.co.za** in the following form:

"To: Honda (Proprietary) Limited

I/we hereby give notice that I/we cancel the subscription to the Honda newsletter.

Subscriber Number / Registered User Name: [insert, as applicable]

Your name (or the customer's name if different): [insert]

Your address (or the customer's address if different): [insert]"

- 4.3 Cancellation shall take effect upon receipt by Honda of such notification of cancellation.

5. **Booking a service**

- 5.1 You can book a car service by means of the Website by completing an electronic booking form in accordance with the terms of this clause 5.
- 5.2 In order to book a service, you will be required to complete an electronic registration form which will include:
- 5.2.1 providing us with all the information we require, which may include (but not be limited to) a full name, valid email address, contact number, car details such as registration number, service type, VIN number, model year and mileage; and
- 5.2.2 confirming your acceptance of the Terms and Privacy Policy, as read with such other terms (if any) which [Honda] may require you to accept.
- 5.3 You must provide accurate and complete information as prompted by the electronic registration form or any other request made by us. Your booking will be rejected if you fail to properly complete the electronic registration process.
- 5.4 After you complete the booking process described in this clause 5, we will confirm your booking by sending you an email confirming your booking and will create your account.

6. **Booking a test drive**

- 6.1 You can book a test drive on the Website by completing an electronic booking form in accordance with the terms of this clause 6.
- 6.2 In order to book a test drive, you will be required to complete an electronic registration form which will include:
- 6.2.1 providing us with all the information we require, which may include (but not be limited to) a full name, valid email address and contact number; and
- 6.2.2 confirming your acceptance of the Terms and Privacy Policy, as read with such other terms (if any) which [Honda] may require you to accept.
- 6.3 You must provide accurate and complete information as prompted by the electronic booking form or any other request made by us. Your booking will be rejected if you fail to properly complete the electronic booking process.
- 6.4 After you complete the booking process described in this clause 6, we will confirm your booking by sending you an email confirming your booking and will create your account.

7. **Competitions**

- 7.1 Honda may from time to time promote and/or conduct promotional competitions [by means the Website, any other website or by any other method whatsoever]. To the extent that you access and/or use the Website in relation to any such promotional competition, these Terms will apply, unless expressly stated otherwise.
- 7.2 Additional terms will also apply in respect of each such promotional competition, which terms will be disclosed on the Website or in other communications made available [to you] **OR** [to entrants in such promotional competition.] Honda's Standard Competition Rules for promotional competitions are as set out in <https://www.honda.co.za/legal/competitions-terms-and-conditions> (as amended from time to time), but these may be amended in relation

to any specific promotional competition. Before entering any promotional competition, please ensure that you review and agree to the applicable terms.

8. Accessing the Website and Services

8.1 **To the extent allowed by law, we will not be responsible for your inability to access the Website, Services and/or Content due to limitations specific to your personal computers, mobile phones, and other similar devices ("Access Device"). To access the Content, you must have an Access Device which is able to connect to the Internet and to receive Content.**

8.2 **You, at your own cost, are responsible for obtaining and maintaining the Access Device, adequate and reliable internet access, and all information technology and telecommunication facilities, equipment, hardware, software, systems, and the like, ("Technology") needed to access the Internet and to use the Services. We are not responsible for any Internet access charges, service provider charges and/or data usage charges. These charges must be paid by you or the owner of the Access Device.**

In the clauses above, you take on certain risks, liabilities and responsibilities and certain risks, liabilities and responsibilities of Honda are excluded. You are responsible for ensuring that you have access to an appropriate Access Device and to Technology to enable you to use the Website and/or the Services and for paying all associated costs.

9. Links to and from other Websites

9.1 The website and the Services available through the Website may contain hyperlinks to websites operated by third parties, including (without limitation) [dealers], [panel beaters], advertisers and social media platforms (collectively, "**Third Party Websites**"). Such third parties and Third-Party Websites may or may not be connected or associated with, owned, controlled, managed, maintained, updated or reviewed by Honda, but may be of interest to persons accessing the Website from time to time. Hyperlinks to Third Party Websites from the Website are provided as a convenience for persons accessing the Website for information purposes only. If you link to Third Party Websites, you may be subject to those Third-Party Website terms and conditions and other policies.

9.2 **Accordingly, any hyperlinks to Third Party Websites or references on the Website to third parties or any commercial products, processes, goods, services or websites whether by trade name, trademark, manufacturer or otherwise, do not constitute or imply and shall not be interpreted or construed as constituting Honda's approval, sponsorship, endorsement, association or support for those third parties, commercial products, processes, goods, services or Third Party Websites.**

9.3 **To the extent allowed by law, Honda does not take responsibility for the content, privacy policies and views expressed in or by Third Party Websites or the consequences of your reliance on any content made available on, or any product or service procured from or by means of, any Third Party Website.**

9.4 **To the extent allowed by law, as a web site user, it is solely your responsibility to verify and determine the veracity and accuracy of the data and information displayed on any other web site to which Honda may provide a hyperlink to from time to time.**

9.5 Any data, information, endorsements, materials, representations or personal opinions displayed on the web sites to which Honda may provide a hyperlink to from time to time do not necessarily reflect the views, policies or practices of Honda, its agencies, officials or employees.

- 9.6 **To the extent allowed by law, Honda:**
- 9.6.1 **specifically disclaims any legal responsibility for any data, information, endorsements, materials, representations or personal opinions displayed on any Third-Party Website; and**
- 9.6.2 **shall not be liable for any inaccurate, defamatory, unlawful, offensive, or discriminatory data or information displayed on any Third-Party Website.**
- 9.7 **To the extent allowed by law, your access to each Third Party Website is entirely at your own risk and Honda shall not be liable in any manner whatsoever for any direct, indirect, incidental or consequential loss or damage of any kind or nature howsoever arising from any use of or reliance on any data, information, claims, statistics, undertakings and/or representations displayed on any Third Party Website, including without limitation, any liability arising from the conclusion of any agreement, understanding or arrangement between a web site user(s) and any other person(s) for the provision of any form of services or the sale, lease or maintenance of any motor vehicle, motorcycle, object, good or thing.**

In the clauses above, you take on certain risks, liabilities and responsibilities and certain risks, liabilities and responsibilities of Honda are excluded. You engage with and/or rely on information provided by third parties (including advertisers) through the Website at your own risk. Honda is not responsible or liable for any loss, liability, or damage arising from your engagements with such third parties and/or reliance on such information.

10. **Accuracy of information provided by Honda**

- 10.1 **While Honda takes reasonable care to ensure the accuracy and completeness of any data or information provided by it on this Website, any person accessing this Website agrees that, to the extent allowed by law:**
- 10.1.1 **Honda, its officers, employees and agents do not accept any liability of whatsoever nature for any direct, indirect, incidental or consequential loss or damage of any kind or nature, howsoever arising from the use of or reliance on any such data or information; and**
- 10.1.2 **the Content is intended and produced for general information purposes only, and should not be relied upon as specific advice of any kind. In this regard, Honda expressly excludes any express or implied warranty as to the accuracy of the Content.**
- 10.2 Specifically, you understand and agree that:
- 10.2.1 the information, details and descriptions set out on this Website may change from time to time;
- 10.2.2 the models illustrated on the Website may show specifications for various markets, not specific for Southern Africa, and may include optional equipment and accessories not fitted as standard, or contain errors, and warranty and service details may differ outside of South Africa. For precise information, it is recommended that you check with your Honda dealership; and
- 10.2.3 indicated CO₂ and fuel consumption figures quoted are obtained when testing the vehicle in line with the compulsory requirements of SANS 20083 and therefore may not necessarily be achieved under day to day driving conditions. Actual fuel consumption

figures may be influenced by a range of factors, including but not limited to vehicle maintenance, driving style and behaviour. Fuel consumption may be further affected by the environmental factors and conditions under which the vehicle is operated including altitude, road condition and traffic flow. The figures used on the Website should therefore be treated as indicative only.

- 10.3 **While Honda believes that the information contained in any press release relating to Honda and/or to any of the Services or Content posted on the Website was accurate as at the date such press release, Service and/or Content was first published or otherwise made available on the Website, Honda hereby (to the extent allowed by law) expressly disclaims any obligation or duty to update the information contained in any such press release, Service or Content on the Website. This Website may therefore not always contain the correct or most up-to-date information, details and descriptions relating to our products or Services or their subject matter. You are advised to contact us at [relevant contact details] before using or relying on the information on the Website.**
- 10.4 **You acknowledge that any information, ideas and opinions expressed on the Website is not intended to, and does not, constitute professional advice or a replacement or substitute for professional advice of any nature whatsoever.**

In the clauses above, you acknowledge and agree that the information and other Content provided through the Website may not be accurate and certain risks, liabilities and responsibilities of Honda in this regard are excluded. You will not be able to claim against Honda if you rely on any such information and other Content.

11. Information submitted by users and personal information

- 11.1 By submitting any information to us under these Terms and/or by means of the Website (including clauses 3, 5 and 6) you warrant that you are entitled to use that information for the purpose for which it was submitted, and that we may use it for such purpose. You also agree that you will ensure that all such information is and is kept accurate and up-to-date at all times. **To the extent allowed by law, it is your responsibility to keep any passwords secure, and Honda is entitled to rely on any actions taken on your account, for example submissions and/or changes to information, as having been done, or authorised to be done, by you, and Honda will not be liable for any loss or damage which you may suffer due to unauthorised access to your account and you will be responsible if Honda suffers any loss due to unauthorised access to your account.**
- 11.2 During the course of your interaction on the Website and with Honda, you may be required to provide us with your personal information. By disclosing or submitting your personal information to us, you consent to us collecting, processing and storing your personal information for the purposes and in the manner described in our Privacy Policy.

In the clause above you take on certain risks, liabilities and responsibilities and certain risks, liabilities and responsibilities of Honda are excluded. Honda will not be responsible or liable if you do not update your details or if we do something using incorrect or out-of-date details which you have provided. It is your responsibility to keep any passwords secure. Everything done through your account will be treated as if it was done by you. You will be unable to hold Honda liable for any loss you may suffer as a result of your account being compromised. If Honda suffers a loss due to the unauthorised use of your account, you will be liable to reimburse them.

12. Your use of the Website and the Services

- 12.1 You must not use the Website or any Content in any manner which does not comply with the permitted uses under these Terms or is in breach of these Terms.

- 12.2 We do not permit any infringement of intellectual property rights (including copyright) on the Website, and we may, at our sole discretion, remove any infringing Content if we are of the view that such Content infringes on another's intellectual property rights.
- 12.3 You must not use the Website to obtain, submit, post or distribute:
- 12.3.1 copyrighted material or material protected by law without our prior written consent; or
- 12.3.2 material containing viruses or any other destructive materials or data or code which is able to corrupt, interfere with, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system or hardware or software ("**Virus**").
- 12.4 You must not perform any act which may jeopardise or interfere with the functionality or the operation of any part of the Website or our Services.
- 12.5 You are strictly prohibited from using the Website for "*spoofing*", "*hacking*", "*flaming*", "*cracking*", "*phishing*" or "*spamming*" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.
- 12.6 You must not intercept any information transmitted to or from us or the Website which is not intended by us to be received by you.
- 12.7 Subject to the further provisions of these Terms, the Website and the Services may only be used by you for lawful purposes and it is expressly recorded that Honda does not grant you any rights to access or use any source code underlying the Website and/or the Services (to the extent applicable).
- 12.8 Subject to the further provisions of these Terms, you are not allowed to: (i) frame, modify, distribute, commercialise, exploit and/or alter the Website or the Content; (ii) incorporate any part of the Content in any other work or publication; and/or (iii) use the Content or perform any other act which is not considered fair use and/or fair dealing under applicable law.
- 12.9 You are permitted to create a hyperlink to the home page of the Website so long as the link does not portray us, our employees, affiliates or agents in a false, confusing, misleading, derogatory, or otherwise offensive manner or in any way associate us with any derogatory or otherwise offensive content. You also agree to ensure that any hyperlink to the home page of the Website is clearly visible.
- 12.10 Any restrictions on the use of the Website or the Content shall also apply to any part of the Website or the Content which may be cached when using the Website or the Content.
- 12.11 In addition, you shall not and shall not allow a third party to:
- 12.11.1 decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software forming part of the Website and/or the Content (the "**Software**") or any files contained in or generated by the Software by any means whatever;
- 12.11.2 remove any product identification, copyright or other notices, from the Software, Content or related documentation;
- 12.11.3 lend to a third party or use any portion of the Software (whether or not modified or incorporated with other software) on or with any machine or system other than your practice's hardware; or

- 12.11.4 disseminate performance information or analysis of the Software from any source relating to the Software.

13. **Intellectual Property**

- 13.1 The Content and Services we make available to you through the Website is proprietary to us and is owned by or licensed to us, and as such, is protected from infringement by domestic and international law, including intellectual property law. Subject to the rights afforded to you in these Terms, all our rights, including intellectual property rights, in Content displayed on the Website, are expressly reserved.
- 13.2 You must not use, reproduce, copy, distribute or disclose the Website or the Content (in whole or in part) in any way that constitutes a violation of any law (including intellectual property law), or an infringement of our rights (including the intellectual property rights) or the rights of our licensors or any third party.
- 13.3 All intellectual property rights, including all rights, title and interest in and to the Website and Content, and all related trademarks, service marks, trade names, copyright, of whatsoever nature existing now and, in the future,, remain our absolute property and/or that of our licensors.
- 13.4 You will not, at any time, acquire any rights, title, ownership or interest, including any intellectual property rights, in or to the Website or the Content other than those rights expressly granted to you in these Terms.
- 13.5 Where any of the Content has been licensed to us 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.
- 13.6 You agree that you will not, and will not permit any other person to, use, reproduce, copy, distribute or disclose any of the Content other than as expressly permitted in these Terms.
- 13.7 If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained in or on the Content.
- 13.8 You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.
- 13.9 All moral rights of Honda and its employees/agents are reserved.

14. **Amendments**

- 14.1 To the extent allowed by law, these Terms may be updated or amended by us at any time in our sole discretion, without notice. Accordingly, please check these Terms for changes periodically. If you continue to access or use the Website and/or the Services after amendments are made and displayed, you will be deemed to have accepted these changes.
- 14.2 Honda reserves the right to update and/or amend the Website, Content and/or Services (in whole or in part) at any time in its sole and absolute discretion and without notice, including in relation to:
- 14.2.1 prices displayed on the Website; and/or

14.2.2 equipment, specifications and/or models.

15. Security

In relation to any Personal Information governed by the Privacy Policy, Honda makes certain security commitments as set out in the Privacy Policy. However, to the extent allowed by law, Honda does not make any representations or warranties that such information will remain secure from unauthorised access or disclosure.

16. Indemnity

To the extent allowed by law, you hereby indemnify and hold us and our employees, officers, directors, subsidiaries, shareholders, affiliates holding companies, affiliates, successors, assigns, representatives, agents, advisers, service providers, sub-contractors and suppliers harmless from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorneys' fees) arising from:

- 16.1 **your access to and/or use of the Website, Content and/or the Services;**
- 16.2 **your violation of any provision of these Terms;**
- 16.3 **your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or**
- 16.4 **any claim that any content or information submitted or posted by you or on your behalf is inaccurate, defamatory, unlawful, offensive and/or discriminatory and/or that it caused damage or loss to any person.**

This clause will survive termination, modification or expiration of these Terms and your use of the Services and the Website.

In the clause above you agree that in certain circumstances we may face claims for losses, damages, and liabilities arising out of, among other things, your use of the Website and/or Services. In these circumstances, you will have to pay all amounts which we may have to pay as a result of these claims and defend us in such claims.

17. Limitation of Liability

- 17.1 **Subject to clause 17.2 below and any other express provision of these Terms to the contrary, and to the extent allowed by law:**
 - 17.1.1 **we make no representations or warranties, implied or otherwise, that, amongst others, the Website, Services and/or Content will be 100% uninterrupted and error free;**
 - 17.1.2 **neither we nor any of our employees, officers, directors, subsidiaries, shareholders, affiliates holding companies, affiliates, successors, assigns, representatives, agents, advisers, service providers, sub-contractors and suppliers shall be liable:**
 - 17.1.2.1 **for any damage, loss or liability of whatsoever nature arising from the use, inability to use and/or reliance on the Website, Services and/or Content, including but not limited to any data, information, endorsements, materials, representations or personal opinions displayed on the Website (including if any are inaccurate, defamatory, unlawful, offensive, or discriminatory), and/or any Virus;**

- 17.1.2.2 **in any manner whatsoever for any direct, indirect, incidental or consequential loss or damage of any kind or nature howsoever arising from any use of or reliance on any Content and/or other data, information, claims, statistics, undertakings and/or representations displayed on the Website.**
- 17.2 **Notwithstanding anything to the contrary in these Terms, to the extent allowed by law, if Honda and/or any of its employees, officers, directors, subsidiaries, shareholders, affiliates holding companies, affiliates, successors, assigns, representatives, agents, advisers, service providers, sub-contractors and suppliers is liable to you under these Terms for any claims, losses and/or damages, then the aggregate amount of such claims, losses and/or damages shall be limited to an amount of [●].**
- 17.3 Information, ideas, and opinions expressed on this Website should not be regarded as professional advice or our official opinion and users are encouraged to seek professional advice before taking any course of action related to information, ideas or opinions expressed on this Website.
- 17.4 This clause 17 is subject to clause 20.2.

In the clauses above we exclude our liability to you under these Terms and in relation to your use of the Website or Services and for certain kinds of damages and losses, to the extent permissible by law. You will not be able to recover such damages and losses from us.

18. **Exclusion of warranties and representations**

To the extent allowed by law, the Website, Content and the Services are provided "as is" without any representation or warranty whatsoever, whether express, implied or statutory, including (without limitation) any representation or warranty as to the operation, integrity, compatibility, availability or functionality of the Website or as to the operation, accuracy, completeness, integrity, compatibility, availability functionality or reliability of the Content and/or Services. It is your responsibility to satisfy yourself prior to entering into this agreement with us that the Content and Services available from and through the Website will meet your individual requirements.

The Website, Content and the Services are provided "as is" and we do not guarantee that they will be fit for your purposes, accurate, free of defects, complete or meet any other standards implied by law or otherwise, to the extent allowed by law.

19. **Electronic Communications**

- 19.1 By using the Website and/or the Services and accepting these Terms, you agree that all agreements, notices, disclosures and other communications sent by you or the company you represent satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing". For the purposes of this clause, a "data message" means data generated, sent, received or stored by electronic means.
- 19.2 You agree specifically that:
- 19.2.1 these Terms will be treated as if concluded at our physical address on the date on which you first made any use of the Website and/or Services;
- 19.2.2 an electronic signature is not required by you or us for purposes of agreeing these Terms;
- 19.2.3 your use of the Website and/or Services is sufficient evidence of your agreement to these Terms;

- 19.2.4 any data message sent by either you or us to the other will be deemed to have been sent from our physical address if neither your usual place of business nor residence is located within South Africa;
- 19.2.5 subject to the further provisions of these Terms, any communication sent to you by an information system programmed to operate automatically on our behalf will be a data message attributable to, or authorised by us; and
- 19.2.6 subject to the further provision of these Terms, a data message sent by you to us will only be treated as having been received by us when an acknowledgement of receipt is sent by us personally or a person who had authority to act on our behalf in respect of that data message.

20. **Consumer Protection**

- 20.1 If these Terms (or any contract governed by these Terms) and/or any Content and/or Services provided and/or made available on the Website are regulated by or subject to the Consumer Protection Act 68 of 2008, as may be amended from time to time (the "**CPA**"), it is not intended that any provision of these Terms contravene any provision of the CPA. Therefore all provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA are complied with.
- 20.2 No provision of these Terms (or any contract governed by these Terms):
- 20.2.1 does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;
- 20.2.2 requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or
- 20.2.3 limits or excludes any warranties or obligations which are implied into these Terms (or any contract governed by these Terms) by the CPA (to the extent applicable) or which we give under the CPA (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

21. **Pricing**

All prices featured on the Website are manufacturer recommended prices and indicative only.

22. **General**

- 22.1 You agree that these Terms, our relationship with you and any dispute of whatsoever nature relating to or arising out of these Terms and/or your use of or inability to use the Website, Content or Services whether directly or indirectly, shall be governed by the laws of the Republic of South Africa without giving effect to any principle of conflict of laws, and shall be subject to the non-exclusive jurisdiction of the Johannesburg High Court of South Africa. To the extent necessary, we and you consent and submit to the jurisdiction of such court.
- 22.2 The Terms, and any rights and licenses granted under the Terms, may not be transferred, ceded, delegated or assigned by you, without our written consent. You agree that we may, at any time, transfer, cede, delegate or assign any or all of our rights and obligations under these Terms without your consent. We will notify you if we transfer, cede, delegate or assign any

rights or obligations to a third party, but we do not have to notify you if we transfer, cede, delegate or assign any rights or obligations to any of our affiliates or to any person which acquires all or part of our business and/or assets. We may also sub-contract our obligations without your consent and we do not have to notify you if we sub-contract any of our obligations.

- 22.3 Subject to 22.2, these Terms shall apply for the benefit of and be binding on each party's successors and assigns.
- 22.4 Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.
- 22.5 Each provision of these Terms, and each part of any provision, is removable and detachable from the others. As far as the law allows, if any provision of the Terms, or part of a provision, is found by a court of competent jurisdiction to be invalid, illegal or unenforceable (including, without limitation, because such provision is inconsistent with the laws of another jurisdiction), it must be treated as if it was not included in these Terms and the rest of these Terms will still be valid and enforceable.
- 22.6 Subject to any additional terms as contemplated in clause 2.2:
- 22.6.1 these Terms make up the whole agreement between you and us relating to your use of the Content, Services and Website, and these Terms supersede any and all prior understandings, proposals, agreements, negotiations and discussions between us, whether written or oral; and
- 22.6.2 as far as the law allows, neither you nor we are required to comply with any term, condition, undertaking, representation or promise relating to the Content, Services and/or Website that is not expressly set out in these Terms.
- 22.7 The termination of any contract created by these Terms will be without prejudice to any other rights or remedies that you or we may be entitled to under these Terms or at law, and will not affect any of our or your accrued rights or liabilities nor the coming into or continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

23. **How to contact us**

If you have questions about these Terms, our Privacy Policy or any documents incorporated by reference in these Terms, please contact us at 0800 466 321.