

1. Definitions

Unless the context indicates otherwise:

- 1.1 “**Company**” means EeziRider Engine Management (Pty) Ltd (Registration Number: 2015/101969/07), duly incorporated in the Republic of South Africa.
 - 1.2 “**Customer**” means the purchaser of the Goods.
 - 1.3 “**Goods**” means any products supplied by the Company.
 - 1.4 “**CPA**” means the Consumer Protection Act, 2008.
 - 1.5 “**Independent Contractor**” means a third party providing services independently of the Company.
 - 1.6 “**POPIA**” means the Protection of Personal Information Act, 2013.
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2. Application of Terms

- 2.1 These Terms apply to all current and future sales of Goods.
 - 2.2 By purchasing Goods, the Customer confirms that they have read and accepted these Terms.
 - 2.3 The Company may amend these Terms at any time. Updated Terms apply to all future transactions.
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3. Prices

- 3.1 Prices may change without prior notice.
 - 3.2 Quotations are valid for 7 (seven) days unless otherwise agreed in writing.
 - 3.3 Prices may change due to exchange rates, supplier increases, or external costs.
 - 3.4 Prices exclude services such as installation, tuning, consultation, and training.
 - 3.5 The Company is not VAT registered; prices exclude VAT.
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4. Payment

- 4.1 Payment is required in full before Goods are released, unless agreed otherwise in writing.
 - 4.2 Accepted methods: EFT, debit card, credit card.
 - 4.3 Payment is only deemed received once cleared in the Company’s bank account.
 - 4.4 The Customer remains responsible for correct payment details and references.
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5. Orders and Delivery

- 5.1 Orders are subject to availability.
 - 5.2 Delivery times are estimates only.
 - 5.3 The Company is not liable for delays in delivery.
 - 5.4 Transport costs are for the Customer unless agreed otherwise.
 - 5.5 Risk passes to the Customer when Goods leave the Company’s premises.
 - 5.6 Ownership remains with the Company until full payment is received.
 - 5.7 The Company is not liable for loss or damage during transport.
 - 5.8 The Company may cancel orders if the Customer breaches these Terms.
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6. Warranties and Liability

- 6.1 The Company provides only those warranties required under the CPA.
 - 6.2 The Goods are performance products intended for specialised automotive use.
 - 6.3 The Customer acknowledges that use of the Goods involves inherent risk.
 - 6.4 **Use of the Goods is entirely at the Customer’s own risk.**
 - 6.5 To the maximum extent permitted by law, the Company shall not be liable for:
 - Damage to vehicles, engines, or components
 - Incorrect installation or configuration
 - Improper use or misuse
 - Any indirect or consequential loss
 - 6.6 Nothing in these Terms limits liability that cannot legally be excluded under the CPA.
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7. Installation and Use

- 7.1 The Company does not perform installations.
 - 7.2 Installation must be done by suitably skilled persons or Independent Contractors.
 - 7.3 The Company is not liable for any work performed by third parties.
 - 7.4 The Customer must:
 - Obtain and understand all manuals
 - Follow all installation instructions
 - Ensure correct wiring and setup
 - 7.5 The Goods must be used in compliance with:
 - Applicable laws
 - Safety requirements
 - Company documentation
 - 7.6 The Company shall not be liable for any loss arising from:
 - Incorrect installation
 - Failure to follow instructions
 - Use in unsuitable applications
 - 7.7 If the Customer supplies or installs the Goods to third parties, the Customer accepts full responsibility and indemnifies the Company against any claims.
 - 7.8 The Goods are not intended for safety-critical systems. The Customer is responsible for determining suitability.
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8. Support and Services

- 8.1 The Goods are sold as DIY products.
 - 8.2 The purchase price includes the Goods only.
 - 8.3 Technical support, tuning, and installation are not included.
 - 8.4 The Customer agrees to use:
 - Manuals
 - Documentation
 - Available resources
 - 8.5 Optional support services may be purchased separately.
 - 8.6 Repairs and services may be performed by Independent Contractors. The Company is not liable for such services.
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9. Returns

- 9.1 Returns are only accepted in accordance with the CPA.
 - 9.2 Goods must:
 - Be unused
 - Be in original condition
 - Be in original packaging
 - 9.3 Returns require prior written approval.
 - 9.4 Approved returns may be subject to a 20% handling fee.
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10. Force Majeure

- The Company is not liable for failure or delay caused by events beyond its control, including:
- Natural disasters
 - Strikes
 - Supply disruptions
 - Government actions
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11. General

- 11.1 These Terms constitute the full agreement.
 - 11.2 No changes are valid unless in writing.
 - 11.3 Failure to enforce any provision does not waive rights.
 - 11.4 Invalid clauses do not affect the remainder of the agreement.
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12. POPIA (Data Protection)

- 12.1 The Customer consents to the collection of personal information.
 - 12.2 Information may be used for:
 - Processing orders
 - Communication
 - Record keeping
 - Legal compliance
 - 12.3 The Customer agrees to provide accurate information.
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13. Jurisdiction

- 13.1 South African customers: Magistrate’s Court jurisdiction applies.
 - 13.2 International customers: South African High Court jurisdiction applies.
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