TERMS & CONDITIONS
CASH SALE

10/26

1. DEFINITIONS

1.1 "agreement" means these terms and conditions and all other documents that are incorporated herein by reference;

1.2 "AMC" means AMC Classic (Proprietary) Limited, Registration Number 1969/014299/07, of 4 Waterford Mews, Century City, Cape Town, 7441, Email: info@amcsa.coza, Website: www.amcsa.co.za ;

1.3 "goods" means the products that AMC sells to the consumer in terms of this agreement;

1.4 "you" or "consumer" means the person that enters into this agreement with AMC.

2. APPLICATION

This agreement applies to each transaction between AMC and a consumer.

3. ACCEPTANCE

3.1 The agreement contains the whole agreement between you and AMC.

3.2 No party will be bound by any other undertakings, representations, warranties, promises or similar acts.

3.3 You confirm that all information supplied by you is accurate and true.

3.4 By placing an order, making payment, creating an account, or otherwise confirming your acceptance of these terms, you agree to be bound by this agreement.

4. VALUE OF GOODS

The price quoted to you includes VAT at the prevailing rate.

5. DELIVERY POLICY

5.1 Subject to availability and receipt of payment, the estimated time to delivery will be three weeks and delivery will be confirmed by way of order number. The goods will be delivered to you at our cost by courier or via the postal service within South Africa subject to our delivery policy.

5.2 Additional delivery costs may be applicable outside South Africa. You must pay the additional delivery costs before we deliver the goods to you.

5.3 If the goods are returned to us because you were not available to collect them, we may charge the additional delivery costs we must incur to you. You must pay the additional delivery costs before we deliver the goods to you.

6. CANCELLATION AND TERMINATION BY CONSUMER

6.1 You may cancel the agreement within five (5) business days without penalty, if you deliver a written notice of cancellation and tender to return the goods in original packaging and unused.

6.2 You may cancel the agreement more than five (5) business days after you concluded the agreement, but within thirty (30) days of the date you concluded the agreement on payment of a cancellation penalty of ten (10) percent of the price of the goods, provided that the goods are unused and in their original packaging.

6.3 AMC may charge you default administration and collection fees if your account is in arrears or if you breach the agreement. You will also be responsible for all tracing fees.

7. PAYMENT OF DEPOSIT

Payment of deposit may be made by payment link, card payment, electronic funds transfer or any other payment method allowed by AMC from time to time.

8. ELECTRONIC PAYMENTS

8.1 Online payments are processed by an approved third-party payment gateway. AMC does not store full card details on its website. Card information is entered on the payment gateway's secure platform and processed in accordance with that gateway's security standards. The approved gateway uses the strictest form of encryption.

8.2 Users may go to the payment gateway website to view its security certificate and security policy.
8.3 AMC will only process the order once all payments have been confirmed.
8.4 AMC reserves the right to verify or cancel any suspicious transactions.
8.5 Customer details will be stored by AMC separately from card details which are entered by the client on the payment gateway's secure site.
8.6 The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

9. PROMOTIONS

From time to time, AMC may, in its discretion, make available selected products on a promotional basis.

10. OWNERSHIP AND RISK

10.1 AMC does not insure the goods or any amount outstanding on this agreement.
10.2 All risk in the goods we sell to you will pass to you when you accept delivery of the goods.
10.3 If you collect the goods from AMC, or appoint or authorise any other person, including a consultant or carrier, to collect the goods on your behalf, the goods will be regarded as delivered to and accepted by you when the goods are handed to you or that person. Risk in the goods will pass to you at that time.
10.4 This means that when AMC delivers the goods to the carrier and the carrier accepts it, it is deemed that the goods are delivered to you.
10.5 AMC's delivery records, including any proof of delivery provided by the carrier, will be prima facie proof of delivery.
10.6 Any delivery time and date that we indicate to you is an estimate only. We will not be breaching the agreement if we cannot deliver on the estimated date and you may not cancel the agreement if we do not deliver on the estimated date.

11. CONSULTANTS

11.1 You acknowledge and agree that the independent consultants that sell AMC's goods may not:
11.1.1 accept or agree to accept on behalf of AMC any goods that you allege are defective or for any reason. AMC will not be responsible for any goods you hand to a consultant; or
11.1.2 accept any payments on behalf of AMC. AMC will not be responsible to you if you make any payments to a consultant.

12. WARRANTIES AND RETURNS

12.1 Different warranties apply to different goods.
12.2 All goods have at least a 6 month guarantee against defective material and workmanship.
12.3 Please refer to the warranty and return policy ("Lifetime Guarantee") available on the AMC website for details on the different warranties that will apply, included herein by reference.

13. DISCLAIMERS

13.1 If AMC experiences strikes, differences with workmen, breakdowns of machinery, failure of usual sources of supply of materials, civil commotions, acts of Government or quasi government or legislation or any other contingencies beyond the control of AMC, AMC may delay or suspend delivery to you.
13.2 Any claim by you will not excuse you from making payment that is due in terms of the agreement.
13.3 Any liability of AMC will only be applicable if you have fulfilled all obligations in terms of this agreement including payment of all amounts due.
13.4 Save as provided for by law and these terms, AMC will not be liable for any damages or losses suffered, including consequential and economic loss, as a result of your negligence or misuse of the goods or as a result of breach or negligence by AMC.

14. SOUTH AFRICAN LAW AND JURISDICTION

14.1 South African law will govern this agreement, and the South African courts may decide any dispute about it.
14.2 You consent to the jurisdiction of the Magistrate's Court for all actions or proceedings arising out of this agreement.

15. DOMICILIUM

15.1 You choose the customer address as your domicilium citandi et executandi and to receive all notices arising out of this agreement.

15.2 AMC chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the address listed in section 1.2 above.

16. CUSTOMER PRIVACY POLICY

16.1 AMC shall take all reasonable steps to protect the personal information of customers. For the purpose of this clause, "personal information" shall be defined as detailed in the Protection of Personal Information Act of 2013 (POPI) and the Promotion of Access to Information Act 2 of 2000 (PAIA).

16.2 AMC may need to provide, collect, use, store or process your Personal Information in order to meet its obligations to you in terms of this agreement and to provide you with services in the future. You hereby authorise such collection, use, storage and processing where the need arises.

16.3 AMC will only provide, collect, use, store or process your Personal Information in compliance with applicable legislation and in accordance with our Privacy Policy available on our website, the terms and conditions of which are included here by reference.

17. MARKETING AND COMMUNICATIONS

17.1 AMC may send marketing communications where permitted by law or where the relevant person has consented to receive such communications.

17.2 A person may opt out of marketing communications, but may still receive transactional communications necessary for the administration of the order.

18. CESSION

18.1 AMC may without notice cede and transfer any rights, titles, interests and obligations in terms of this agreement to a third party and you agree to be bound by such a cession.

18.2 You may not cede any rights or delegate any obligations in terms of this agreement to a third party without AMC's written approval.

19. SEVERABILITY

If a court finds that any part of this agreement is unenforceable or invalid or contrary to law, then that paragraph will be severed from the rest of the agreement and the rest of the agreement will be valid and binding.

20. GENERAL

20.1 If we allow you a favour, it will not affect or substitute any of our rights against you.

20.2 Any changes to this agreement must be in writing and signed by AMC.

AMC CONTACT DETAILS

EMAIL: info@amcsa.co.za
TELEPHONE: 086 1111 262 (AMC)
PHYSICAL ADDRESS: 4 Waterford Mews, Century City, Cape Town, South Africa
POSTAL ADDRESS: PO Box 24200, Lansdowne, 7779, South Africa

SIGNATURE OF CUSTOMER | DATE | ORDER NUMBER