

# TERMS AND CONDITIONS

## CASH SALE



### 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;
- 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

- 2.1 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.

### 4. VALUE OF GOODS

- 4.1 The price quoted to you includes VAT at the prevailing rate. Instalment details are quoted in the summary of the order and will be recorded in the order confirmation that will be e-mailed to the e-mail address provided by you.

### 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 and Namibia subject to our delivery policy.
- 5.2 Additional delivery costs may be applicable outside South Africa and Namibia. 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

- 7.1 If you use postal services or any other services to pay us, we will deem the service provider to be your agent and any costs incurred will be deducted from your payment.
- 7.2 If you have agreed to pay by debit order, we will debit the total amount due on or around the payment date without any deduction or notice.

## **8. ELECTRONIC PAYMENTS**

- 8.1 This section applies to payments made via the e-commerce website and payment link payment option..
- 8.2 Payment may be made via Visa and MasterCard credit cards, or such other cards as may be noted on the website from time to time.
- 8.3 Credit card transactions on the website will be acquired for AMC via PayGate (Pty) Ltd ("PayGate") who are an approved payment gateway for Nedbank South Africa.
- 8.3.1 PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website.
- 8.3.2 Users may go to Paygate to view their security certificate and security policy.
- 8.3.3 Customer details will be stored by AMC separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to their website.
- 8.4 AMC makes use of Peach Payments (Pty) Ltd ("Peach Payments").
- 8.4.1 Peach Payments uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website.
- 8.4.2 Users may go to [www.peachpayments.com](http://www.peachpayments.com) to view their security certificate and security policy.
- 8.4.3 Customer details will be stored by AMC separately from card details which are entered by the client on Peach Payment's secure site.
- 8.4.4 EFT payment transactions are made using OZOW (Pty) Limited (OZOW). Users may go to [www.ozow.com](http://www.ozow.com) to view their security certificate and security policy.
- 8.5 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**

- 9.1 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 the goods when we deliver them to you.
- 10.3 The delivery of the goods will be at your risk and the carrier used to deliver the goods, will be deemed to be your agent.
- 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 If there is a dispute about the delivery of the goods, you must prove that we did not deliver the goods to you.
- 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, except for the initial deposits payable according to the order summary, on behalf of AMC. AMC will not be responsible to you if you make any payments other than a deposit to a consultant in contravention of this rule.

## **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") 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).
- 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. CESSION**

- 17.1 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.
- 17.2 You may not cede any rights or delegate any obligations in terms of this agreement to a third party without AMC's written approval.

#### **18. SEVERABILITY**

- 18.1 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.

#### **19. GENERAL**

- 19.1 If we allow you a favour, it will not affect or substitute any of our rights against you.
- 19.2 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