

Terms & Conditions

Terms and Conditions

Welcome to the Professional Parts website available at www.pro-parts.co.za (“**Website**”). You, as a user of the Website, must please take a moment to read these terms and conditions including our Copyright Policy and Refunds Policy also available on the Website (“**Terms**”) to understand how they apply to your use of our Website and any products or services that you may order online.

Please read the rules carefully.

USE OF AND/OR REGISTRATION ON ANY ASPECT OF THE WEBSITE WILL CONSTITUTE YOUR AGREEMENT TO COMPLY WITH THESE TERMS.

If you cannot agree with these Terms, please do not use the Website. **By using this Website, you acknowledge that you have read and understood these Terms and agree to be bound by them.** They represent our entire agreement with you and supersede all prior terms, conditions, warranties and/or representations to the extent permitted by law. Please do not use our Website if you do not agree to be bound by these Terms.

The effect of this clause is that by using the Website, it will be presumed that you have read and understood these Terms and that you agree to comply with them.

Online purchases from our Website are subject to these Terms.

If you have any questions regarding our Website, the Terms, products or services, please click here to [contact us](#).

IMPORTANT NOTICE

Where the *Consumer Protection Act, 2008* (“CPA”) applies to you as a consumer, certain terms which limit your rights, make you liable, or require you to confirm facts are indicated in bold text to specifically draw your attention to these clauses. These clauses are important and should be read carefully and you should make sure that you fully understand what they mean.

1. GENERAL TERMS

Who owns this Website?

The Website is owned and operated by Professional Parts (Pty) Ltd (Company registration number: 2018/060098/07), a company registered in the Republic of South Africa, which has its registered office at 34 Gedalja, Puttick Ave, Sundowner Randurg (“**our/we/us**”). All rights and/or defences afforded to us in these Terms will stand to the benefit of our group companies.

Amended or updated terms

We may periodically update or change the Terms with changes on the Website. You should check them from time to time. **If you continue to use our Website 10 days after the update or change, this will mean you accept any updated or changed Terms. If you do not accept the update or change, do not use the Website.**

The effect of the bolded words is that if you do not stop using the Website after 10 days from the date of any update or change, we can assume, and a court will consider that, you have accepted the updates and changes.

Law and arbitration

This agreement is governed by the laws of the Republic of South Africa. Any dispute arising in relation to our agreement with you will, to the extent permitted by law, be referred to arbitration in Cape Town at a venue to be determined by us applying the Uniform Rules of the High Court of South Africa. This does not prevent you from referring a dispute to the National Consumer Tribunal and any relevant regulator.

Use of our Website

You are welcome to browse or use our Website for your own personal, non-commercial shopping and information purposes only. No other use is permitted without our prior written consent. The unauthorised use, copying, reproduction, variation, modification or distribution of the content of this Website, the uploading of any unlawful or damaging information or viral software, or the creation of any links to our Website from any other site, is strictly prohibited.

You may not authorise others to use the Website, and **you are responsible for all use of the Website by you and by those you allow to use, or provide access to your account on the Website.** You may not impersonate, imitate or pretend to be somebody else when using the Website. **The effect of the bolded words is that you will be responsible for any harm or loss suffered as a result of your use of the Website or any use of your account, whether by you or someone else. If someone else has used your account to purchase any products, you must immediately notify us.**

You agree to use the Website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability. The effect of this clause is that you confirm that if you do not use the Website for lawful purposes, you may be sued and/or you may be criminally charged.

You agree not to disrupt, overwhelm, attack, modify, reverse engineer, upload harmful or malicious software or coding to or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website.

Other than connecting to our and our third party service provider's servers by https requests using a Web browser, you may not attempt to gain access to our servers by any means, including, without limitation, by using administrator's passwords or by masquerading as an administrator while using the Website or otherwise.

We use cookies to identify the computer or electronic device with which you connect to our Website ([See our Cookies Policy](#)). We reserve the right to restrict your use and access to our Website or part of the Website in the event of any unauthorized use of the Website by you or any third party using your computer or electronic device.

We reserve the right to suspend our Website or any part thereof or terminate your account at any time if we, in our sole discretion, determine that you are not using the Website in compliance with these Terms or if we believe the information provided by you is untrue, inaccurate or incomplete.

Any indulgence or extension of time granted to you will not be construed as a waiver or variation of any of our rights or remedies in these Terms or law.

Use of our Website outside South Africa

If you are not resident in South Africa, you are welcome to use our Website in accordance with these Terms to make online purchases provided that you make use of DHL for shipping purposes. Should you wish to use your own courier services, please note that prior arrangement with Professional Parts should be made and confirmed in writing.

Privacy policy and information security

We collect and processes personal information (as defined in the Protection of Personal Information Act, 2013) through and in connection with the Website. Your privacy is very important to us and therefore any information that you upload on our Website including any payment card information will be stored on a secure server. Our secure server encrypts your identity number and payment card details in order to minimise the risk of unauthorised disclosure or interception. Our Website makes use of ‘cookies’ which collect data about the device that you use to access our Website. The cookies minimise the possibility of unauthorised access to, and disclosure of, your personal information. We will not disclose, sell or rent your personal information to third parties without your consent unless we are compelled to do so by law. We may do so if you have granted consent thereto.

Whilst all reasonable efforts are taken to ensure that your personal information and/or credit card details are protected over the internet. We cannot guarantee the absolute security of any information you exchange with us.

Accuracy of Website content

Any comments uploaded by our users or any authorised experts invited as our guests are their opinions alone and do not in any way represent our views, opinions, beliefs or values.

Intellectual property

All rights, including copyright, trade mark and other intellectual property rights in any logos, text, images (including product or other images), video, audio or other material on this Website are owned by or licensed to us. All data and information communicated to or from the Website including its database also belongs solely to us or our licensors. You are permitted to view, print or store electronically a copy of any information on our Website, including these Terms, solely for your personal, lawful, non-commercial use. Unauthorised

use, copying, modification and/or distribution of any information on the Website is strictly prohibited and constitutes an unlawful infringement of our and/or our licensors' intellectual property rights.

Advertising and hyperlinks

External hyperlinks may appear on our Website. The hyperlinks may not be interpreted to constitute any relationship between us and any linked third party or any endorsement by us of that third party, and use of, or reliance on, any external links provided is at your own risk. Advertising and other promotional material of third parties may appear on our Website from time to time. We do not endorse those third parties or their products and/or services. Your reliance on any information contained in such material is entirely at your own risk.

The effect of this clause is that we will not be responsible for any loss or harm that you suffer when you use, or rely on, the websites or information of third parties that are linked to this Website.

Disclaimers and exclusions of liability

Use of our Website is entirely at your own risk and we cannot guarantee the security of any data transmitted online and you accept any risks of providing information on the Website. Although we take reasonable steps to ensure that the information on our Website is accurate and up-to-date, we make no representations or warranties of any kind, as to the accuracy of completeness of the Website, whether express or implied. We also make no representations, whether express or implied, as to the functionality and nature of products purchased from the Website beyond that described in this Website. We do not confirm that the functions provided by the Website will be uninterrupted or error free, or that the Website or the server that makes it available are free from viruses or other harmful components uploaded by anyone other than us. We accept no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind or however caused arising from the access or use of our Website. We will only be liable for harm caused to people or property that is a direct result of any product failure, defect, hazard, inadequate warning or the goods being unsafe.

The effect of this clause is that, in respect of the Website, we will not be responsible to you for any loss or harm that you suffer from any loss or unauthorised access of your data through, or interruptions or errors in the Website or for any viruses or harmful components that we did not include in our Website. We will also not be responsible for any loss or harm that you suffer from you accessing or using the Website. In respect of the products on this Website, you will not have a claim against us if you use the products incorrectly or if the harm or loss arises indirectly from the performance of the goods. Our liability is limited to product failure.

You agree, to the extent permitted by law, to reimburse us for any loss or damage suffered or liability incurred by us because of any act or omission on your part or that of any third party acting on your behalf in connection with your use of our Website and/or your purchase of any products or services.

The effect of this clause is that where we suffer any loss or damage as a result of you or a person acting on your behalf using the Website or purchasing any products or services, you must pay us for those losses.

Despite any other provisions contained in these Terms, our maximum liability arising from any breach of these Terms, negligence or otherwise, except for gross negligence or recklessness, malicious behaviour or criminal conduct, will not at any time exceed more than double the monetary value of any order placed via this Website, unless otherwise required by law.

Indemnification

You will reimburse us for any and all claims, losses, harm and liabilities which may arise or which we may suffer from your submissions, from your unauthorised use of material obtained through the Website, or from your breach of this Agreement, or from any such acts through your use of the Website.

The effect of this clause is that if we suffer any loss or harm because you or your submissions, unauthorised use of material obtained through the Website, breach of this Agreement or use of the Website, you will have to pay us for the loss or harm we suffer.

Severance

Any illegal or unenforceable provision of these Terms may be severed and the remaining provisions of these Terms continue in force.

Contact us

If you have any questions or comments regarding these Terms or the Website, please contact us at [contact us](mailto:sales@pro-parts.co.za) . *(please put link sales@pro-parts.co.za)*

2. ONLINE SHOPPING TERMS

These online shopping terms and conditions apply to all purchases ordered online on the Website. Please read them carefully and print a copy for future reference. You are required to register with us before placing your first order online.

Online registration

To register you will be required to provide certain information including your name, surname, email address, cell phone number, payment card details and your delivery address. When registering you will be required to choose a UserID and a password. Please keep your password private. **We accept no liability for any damages suffered or losses incurred from the use or misuse of your password.** You will be required to enter your user ID and password each time you visit our online shopping site. To amend any registration particulars please click on “My Profile” and edit your details.

The effect of the words in bold is that we will not be responsible for any harm or loss suffered as a result of someone other than you using your password as it is your

responsibility to keep your password safe. If someone has used your account to purchase any products, you must immediately notify us.

Product sales and availability

All products displayed on our Website will be delivered only within the Republic of South Africa or within the reach of DHL. All prices shown on our Website are quoted in South African Rands. We reserve the right to discontinue or change the specifications of our products and services from time to time without notice.

Colours

We have made every effort to display as accurately as possible the colours of the products that appear on our Website. However, as the actual colours you see will depend on the device that you use to access our Website, we cannot confirm that your device's display of any colour will be accurate.

Content errors

We regret that no order will be accepted if we identify an inadvertent and obvious error in the description of any of our goods or services or their prices on our Website. Packaging may vary from that shown on our Website.

Methods of payment

We will debit the total value of your online order against the payment card tendered by you during the checkout process.

Payment will be effected on acceptance of your order and prior to delivery. By submitting your order, identity number and payment card details you confirm that you are over the age of 18 (eighteen), are authorised to make payment with the payment card and that there are sufficient funds available to pay for the order.

Confirmation of orders

Orders placed online constitute your offer to purchase subject to these Terms. Your offer is deemed to have been accepted by us when you receive our confirmation of your order. Failure by us to formally confirm or notify acceptance will not affect the validity of the sale.

Delivery

Delivery will be made to the specified address within a reasonable period of time upon confirmation of payment.

Refunds and returns policy

[Please see the returns policy](#)

Risk and ownership

Risk in the products will pass to you or your authorized representative on delivery.

Return Policy

Conditions of Sale and Returns policy

Professional Parts is committed to offering consumers safe quality products of good value.

The Products supplied by Professional Parts are suitable only for the purpose designed and intended and the Customer must ensure the Products are handled, stored, installed, used, worn or otherwise dealt with in a normal and proper manner, and where applicable, in a manner consistent with the instructions given by the manufacturer.

Returns Policy

- No returns will be accepted without proof of purchase.
- Goods incorrectly supplied must be returned within 10 days.
- No returns permitted if goods have been partially or entirely disassembled, or physically altered, or permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within other goods or fitted to other goods, unless defective or returned within the cooling off period described below.
- Please note Professional Parts will not accept returns of any products of which the packaging has been removed, opened or tampered with, unless the products are defective or returned within the cooling off period described below.
- We regret that for safety reasons we are unable to take return of electrical goods (unless these are defective) and no lubricants/chemicals can be returned if the seal is broken.
- Any returns must be in a saleable condition, unless the return relates to defective products.
- All returned goods will be subject to a reasonable charge for repackaging and restocking.
- We reserve the right to withhold a refund until the returned part has been examined and tested.
- Please ensure that you comply with manufacturer's standards and specifications when using products purchased from Professional Parts.
- Professional Pars will only be responsible to attend to returns relating to defects in the products within 6 months of the date of purchase.

- If the products appear to be defective after 6 months from the date of purchase but within the manufacturer's warranty period we may, at the customer's request, send the goods to the manufacturer. The manufacturer will then decide whether the claim is valid, in accordance with their warranty policy.

- Product sold from this website carry the manufacturer's warranty against faults and or defects.

Cooling-off period and cancellation

- In terms of section 44 of the Electronic Communications and Transactions Act, 2002 (ECTA) if you are a natural person (as opposed to a legally registered corporate entity) you are entitled to cancel, without any reason and without any penalty, the purchase of any products within 7 days after receiving the products.

You will be responsible to pay for the cost of returning the products. Professional Parts will refund any payment made in respect of the returned goods within 30 days of the date of cancellation. The goods should be returned within 10 days after the cancellation of order.

Process for returns

- *Should you wish to return a product purchased from Professional Parts, notification should be sent to sales@pro-parts.co.za with all the relevant details that include and not limited to your name, contact details, the reason for the return and a picture of the item to support the return.*

Cookie Policy

Cookies policy

Use of Cookies

The Professional Parts website, available at www.pro-parts.co.za (**Website**) uses cookies. By using the Website and agreeing to the Website terms and conditions and policies, you, as a user of the Website, consent to the Website's use of cookies in accordance with the terms of this policy.

What are Cookies?

A cookie is a small text file stored on your device by a website you are visiting. It helps the website remember information about your device and how you use the website.

Our Cookies policy

The Website uses cookies to record your preferences in respect of the Website. This information is then used to make your visit to the Website as easy and useful as possible and to optimise the design of the Website.

What happens if you disable your cookie functionality?

You can limit the collection of your information by disabling cookies on your browser. You may also modify your browser settings to require your permission each time any website attempts to set a cookie.

However, if you choose not to accept cookies on this Website it may result in a reduced availability of the services provided by this Website.

What cookies do we use on the site?

We use both session (where the cookies are stored for the time that you use the Website) and persistent cookies (where cookies are permanently stored on your device until deleted by you) on the Website.

What does the Website use cookies for?

The Website may use the information obtained from your use of its cookies for the following purposes:

- To recognise your computer when you visit the Website
- To track you as you navigate the Website
- To improve the Website's usability
- To analyse the general use of the Website
- In the administration of the Website
- To personalise the Website for you, including targeting advertisements which may be of particular interest to you.