

## Terms and Conditions

### 1. General

- 1.1. These terms and conditions apply to all services rendered and goods supplied by or through ECU Express (Pty) Limited ("**ECU Express**").
- 1.2. The job card (if any) and any / all other documentation issued by ECU Express and accepted by the customer forms part of the agreement.
- 1.3. This document may be executed in any number of counterparts, any of which may be delivered by e-mail or cellphone correspondence and still form one single agreement, which is not required to be signed by ECU Express to be binding.

### 2. Warranty

- 2.1. ECU Express undertakes that the services rendered and goods supplied are within functional specifications at the date of release and will be covered by a workmanship warranty for a period of 3 (three) months from the date of release ("**Warranty**").
- 2.2. The Warranty does not cover defects:
  - 2.2.1. manifesting after the Warranty period has expired.
  - 2.2.2. of services or goods not rendered or supplied by ECU Express.
  - 2.2.3. resulting from electrical connections or software not supported within the standard manufacture standards.
  - 2.2.4. resulting from relocation, modification or alternation of the equipment or addition or removal of accessories, attachments or other devices that would have an electrical effect to the service rendered or good supplied.
  - 2.2.5. resulting from water damage.
  - 2.2.6. resulting from electrical surges or failure of accessory components that aid the function of the good supplied or service rendered.
  - 2.2.7. due to malicious damage, transportation, neglect, misuse or use other than that for which the good is designed.
  - 2.2.8. relating to battery polarity connection or cable extensions to the goods.
  - 2.2.9. software modifications outside the manufacturer standard supply and calibration.
  - 2.2.10. resulting from failure to adhere to instructions and warnings in the user manual or motor vehicle guide.
- 2.3. Should any defect in materials or workmanship manifest during the Warranty period, the customer shall contact ECU Express during the Warranty period for assistance.
- 2.4. ECU Express shall at its cost and election repair or replace the defective item within a reasonable period. The repaired or replaced item will have a warranty cover on the same terms as in clause 2.1, except that such warranty period expires on the later of 3 (three) months after such repair or replacement.
- 2.5. ECU Express reserves the right to inspect the functional circumstances under which damages occurred and may decline to honour any warranty terms if such access is declined by the customer.
- 2.6. In terms of section 67(2)(a) of the Consumer Protection Act, No 68 of 2008, ECU Express may dispose the goods replaced under the Warranty at its discretion.

### **3. Refunds and Returns**

- 3.1. ECU Express does not accept any return of goods, unless due to workmanship defects, of which the Warranty clauses will apply.
- 3.2. Any return of goods (due to workmanship defects) supplied by ECU Express needs to be returned within 10 business days, of which the customer needs to produce a valid invoice of such purchase.
- 3.3. In instances of returned goods, ECU Express does not do any cash refunds but may, at its discretion, either:
  - 3.3.1. replace or repair the returned good, subject to the Warranty clauses;
  - 3.3.2. exchange the good for any other good of similar value within ECU Express; or
  - 3.3.3. credit the customer with a gift voucher of similar value, which can be used for any future purchases at ECU Express.
- 3.4. ECU Express reserves the right to test and verify that any returned goods are in working order.

### **4. Goods supplied**

- 4.1. ECU Express supplies goods and services, as per the information provided by the customer. The onus is upon the customer to check and verify that the goods supplied, are as per the customer's request, prior to leaving ECU Express' premises.
- 4.2. All electronic vehicle parts supplied by ECU Express are refurbished units, unless otherwise stated.

### **5. Technical Advice**

- 5.1. In the event of the customer electing not to accept the technical advice given by ECU Express, the services rendered and goods provided by ECU Express are at the customer's sole and absolute risk.
- 5.2. In an event described in clause 4.1, the customer waives any / all rights to claim damages from ECU Express, including consequential damages and pure economic loss and further indemnifies ECU Express against any loss or damage suffered by the customer and/or any third party.

### **6. Diagnostics**

- 6.1. The customer accepts that ECU Express may perform an automated or manual diagnostic, as it seems fit, on any vehicle electrical component or vehicle, when it is rendering its services.
- 6.2. If a customer elects not to receive an estimate for the costs of diagnostics, including disassembly and/or re-assembly of the customer's property, the customer assumes the risk for the reasonable costs associated therewith.

- 6.3. Although ECU Express will take all reasonable care in disassembly and/or re-assembly of the customer's property, the customer acknowledges that damage may occur to such property due to many reasons, including pre-existing defects or damage occasioned by virtue of the nature of the diagnostics process and agree that such diagnostics are performed strictly subject to the customer's waiver in favour of ECU Express of any/all rights to claim damages arising therefrom.
- 6.4. If the customer elects not to proceed with any work for whatsoever reason after diagnostics have been performed, including not accepting ECU Express' cost estimate, the customer will accept and remove its property in a disassembled condition and if re-assembled, without warranty and under liability for the reasonable re-assembly costs.
- 6.5. The customer accepts that disassembly may cause damage to other parts and/or components not being disassembled and may render such inoperable.

## **7. Prices**

- 7.1. Prices given by ECU Express to the customer for services rendered shall constitute an estimate and not a quotation, unless otherwise stated.
- 7.2. All customers are entitled to receive estimates from ECU Express and a customer choosing not to receive an estimate does so at its own risk and agrees to pay ECU Express the reasonable costs for the services rendered and/or goods provided.
- 7.3. Should any dispute exist as to what would constitute the reasonable costs under the circumstances, the customer will pay such costs pending resolution of the dispute and will not be relieved from accumulating storage costs pending resolution of such dispute.
- 7.4. Estimates are given subject to the customer's acceptance that costs may fluctuate in accordance with the actual costs of goods provided and services rendered.

## **8. Possession**

- 8.1. Possession of the customer's property is taken by ECU Express strictly subject to the provisions of this document.
- 8.2. ECU Express does not assume or accept any risk until the customer's property is delivered to ECU Express' regular business premises\* and any collection and/or delivery of the customer's property at any place other than such premises is done entirely at the customer's risk.
- 8.3. The customer authorises ECU Express to transport its property from one place to another as may reasonably be required or necessary, including for purposes of testing, diagnostics or transfer to and/or from any third party.
- 8.4. Any transportation of the customer's property is undertaken strictly subject to it being done at the customer's risk and under waiver of any/all claims arising therefrom, except if ECU Express is grossly negligent.

- 8.5. Although all reasonable care will be taken with the customer's property in ECU Express' possession, ECU Express shall not be liable for any loss or damages suffered by the customer due to theft, fire or any other cause.
- 8.6. Possession will only be returned to the customer upon full payment being received by ECU Express and allowing the customer to inspect or test the property does not constitute giving possession.

*\* Currently Unit 11 OHM Street Industrial Park, Cnr Ohm Street and Elsecar Street, Kya Sand, 2164*

## **9. Collection, Storage and Lien**

- 9.1. The customer will be notified upon completion and will collect the property as soon as possible, but within 14 calendar days from being so notified for vehicles and within 30 calendar days from being so notified for any other goods.
- 9.2. ECU Express will be entitled to charge a reasonable storage fee for uncollected property after the said 14 and 30 calendar days, respectively.
- 9.3. ECU Express reserves the right to sell uncollected goods after the said 14 and 30 calendar days, respectively.
- 9.4. The customer acknowledges that its property will at all times be subject to ECU Express' lien, which will only be extinguished upon receipt of full payment by ECU Express, including third party costs incurred by ECU Express on behalf of the customer.
- 9.5. The customer consents to a lien in favour of ECU Express arising from unpaid storage costs and third party costs.