

Online Purchasing Terms & Conditions

- 1.1. These terms and conditions ("Terms and Conditions") and the privacy policy ("Privacy Policy") available at www.mickeythompsonsa.com will be applicable to your use of and access to this site.
- 1.2. By accessing and/or using and/or visiting (browsing) the website (the "Site") and/or purchase products from the Site, you agree and accept to be bound by the Terms and Conditions and the Privacy Policy, thereby creating a legally enforceable contract.
- 1.3. If you do not wish to be bound by the Terms and the Privacy Policy you must immediately discontinue use of the Site.

2. Introduction

- 2.1. The Site is owned and operated by Top Draw Tyres (Pty) Ltd. Top Draw Tyres (Pty) Ltd is a company incorporated in the Republic of South Africa under registration number 2011/138904/07 and shall be referred to as "we" or "us" or "our". Unless specified to the contrary, we also sell the products offered for sale on the Site ("Products").

3. Your Account

- 3.1. You are required to create an online account ("Account") before you will be able to purchase products via the Site.
- 3.2. To create the Account, you will need to set up a user name, password and indicate that you further agree to the Terms and Conditions and the Privacy Policy by ticking the 'Agree' box.
- 3.3. You are solely responsible for maintaining the confidentiality of the log-in details for your Account to prevent unauthorised access to your Account. Top Draw Tyres (Pty) Ltd, its Directors, Shareholders and/or employees shall not be liable for any damages that you may suffer as a result of contracts concluded where a third party poses as yourself and the third party contracts with us.

4. Your Personal Information

Any personal information (as defined in the Privacy Policy) you provide to us may be collected, stored and/or processed by us as described in the Privacy Policy.

5. Products, Product Sales and Availability

- 5.1. All Products are subject to availability. Although we will endeavour to do our best to ensure that the Products are available, we cannot guarantee the availability of the Products.
- 5.2. Placing a Product in a shopping basket without completing the purchase cycle does not constitute an agreement of sale and/or an order for such Product. Accordingly, we reserve the right to remove such Product from the shopping basket. In the event that the Product were to be removed from the shopping basket, you agree that we will not be liable for any damages that you may suffer as a result of the Product being unavailable when the purchase cycle is completed at a later stage.
- 5.3. We reserve the right to vary the exact specifications of Products without prior notice to you. We undertake not to vary the specifications of any Products which form part of the completed purchase cycle and/or orders already placed by you.
- 5.4. We have taken all reasonable steps to ensure the accuracy of images or visual reproductions of products, however, we will not be held liable if the picture of the Product is different to that of the Product. Please note that the device you use to access the Site may impact on how Products are displayed on your screen.
- 5.5. We reserve the right to place limitations, restrictions and conditions (e.g. limited offer stipulations) on the purchase of any Products.

6. Pricing

- 6.1. You will be charged the prices for products as listed on the Site ("Listed Prices") quoted in South African Rand and including VAT.
- 6.2. We may, at our sole and absolute discretion, charge prices that are lower than the Listed Prices

7. Orders and Payment

- 7.1. Orders placed by you constitute an offer to purchase the Product.

7.2. We will confirm our acceptance of your order within 2 business days calculated after the order of the Product was placed. You are obligated to ensure that you are satisfied with the contents of the Order Confirmation and you must correct any mistakes or cancel the order. Your failure to confirm the contents of the Order Confirmation, will not release you from your contractual obligations nor release you from your obligation to make payment for the Product.

7.3. When placing orders, you warrant that:

7.3.1. you are over the age of eighteen (18); and

7.3.2. you are authorised to use the credit card from which funds are being transferred.

7.4. Payment for the products ordered must be made via credit card (Visa and Master Card). All payments are secured using industry standard online security and encryption technology.

7.5. At the time of placing the order, the transaction details are presented to the bank and payment is collected immediately. If the bank's authorisation is not obtained, the order will be cancelled. We reserve the right to carry out fraud checks with the cardholder or the cardholder's bank. We reserve the right to cancel the order should we be unable to verify the validity of the transaction.

8. Risk and Ownership

8.1. Risk in the products shall pass to you upon delivery to your specified delivered address.

8.2. Ownership of the Products shall remain with us, until full payment of the order is reflected in our banking account.

8.3. Ownership of the Products shall pass to you, once full payment of the order is received and reflected in our banking account.

9. Cooling-off

9.1. You are entitled to cancel your order, without reason and without penalty in terms of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") subject to the following:

9.1.1. within 7 days after your receipt of the products; or

9.1.2. within 7 days of your receipt of an (updated) Order Confirmation;

9.1.3. provided that the Product has not been used, damaged, or fitted to a vehicle and driven. Furthermore, the Product must be returned to us, in the same condition as it was delivered to you.

9.2. In the event that you wish to return the Products to us, as per clause 9.1 above, you will be liable for all costs associated in returning the Products.

10. Intellectual Property

10.1. All intellectual property in relation to the Site, including the trademarks and copyright in the content and material on this Site (including but not limited to text, logos, graphics, images, icons, data, databases and designs), is owned by or has been licensed to us.

10.2. Such intellectual property is protected from infringement and may not be copied, reproduced, published or used in any way without our consent (or the consent of the copyright or trade mark owner). In this regard, any intellectual property rights not expressly granted are reserved by us.

11. Use of the Site

11.1. You shall not perform any act which may jeopardise or interfere with the functionality or the operation of any part of the Website or our Services.

11.2. You are strictly prohibited from using the Website for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.

11.3. Subject to the further provisions of these Terms and Conditions, the Site and its content may only be used by you for lawful purposes and shall not extend to the use of the source code of the Site or its content.

11.4. This Site may only be used by you for personal and non-commercial purposes.

11.5. We grant you a limited licence to copy and use content and material on the Site only for the sole purpose of obtaining information about us, the brands of the Products and other Products. Any other use of the content and materials on the Site is prohibited and will amount to infringement of our intellectual property rights.

11.6. Subject to the further provisions of these Terms and Conditions, you are not allowed to: (i) frame, modify, distribute, commercialise, exploit and/or alter the Site or its content; (ii) incorporate any part of the Site's content in any other work or publication; and/or (iii) perform any other act which may not be considered fair use.

11.7. You are permitted to create a hyperlink to the home page of the Site so long as the link does not portray us, our Directors, our Shareholders, our employees, our affiliates or agents in a false, confusing, misleading, derogatory, or otherwise offensive manner or in any way associate us with any derogatory or otherwise offensive content. You also agree to ensure that any hyperlink to the home page of the Site is clearly visible.

12. Advertising and Links

12.1. Any hyperlinks on the Site to the external websites of third parties should not be seen as reflective of any commercial relationships between our business and those linked third parties. We do not endorse or sponsor any linked third parties or their websites and your use of any such websites will be entirely at your own risk.

13. Disclaimers, Indemnities and Exclusions of Liability

13.1. Nothing contained in these Terms and Conditions and/or the Privacy Policy should be understood as a limitation, restriction or exclusion of:

13.1.1. your rights; or

13.1.2. our liability (including liability for gross negligence) in terms of any applicable law, including the Consumer Protection Act, Act 68 of 2009 and ECTA.

13.1.3. To the extent permitted by law, we cannot be held liable for any direct or indirect, incidental or consequential damage or loss arising from the use of the Site or an inability to use the Site.

13.1.4. We make no representations or warranties, implied or otherwise, that –

13.1.4.1. access to the Site will be uninterrupted; and

13.1.4.2. the Site's transmission, content and technology is error-free, fully effective, secure and/or free from any viruses or other harmful components.

13.2. We have not specifically created or designed any individual products for you in an attempt to meet your unique requirements, needs or purposes (none of which have been communicated by you to us).

13.3. You must satisfy yourself that the products you order are likely to be reasonably suitable for the general purpose(s) for which they are intended.

14. Disputes

14.1. In the event of any dispute regarding any matter arising out of these Terms and Conditions and/or the Privacy Policy are not resolved through consultation with us, the dispute may be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa.

14.2. Notwithstanding clause 14.1, either you or we may obtain interim or urgent relief from any competent court.

15. Updates to Terms and/or Privacy Policy

15.1. We reserve the right to update, amend or vary these Terms and Conditions and/or the Privacy Policy.

16. Our Information

16.1. In terms of section 43 of the ECTA, we are obligated to make certain information available to you.

16.2. Our information is as follows:

16.2.1. Full business name and legal status: Top Draw Tyres (Pty) Ltd

16.2.2. Registered in South Africa under registration number 2011/138904/07

16.2.3. Main business: Tyre wholesaler

16.2.4. Physical address and telephone number: 25 Village Road, Kloof, 3610, South Africa. Tel: +27 31 764 7860

16.2.5. Address for receipt of legal service: 25 Village Road, Kloof, 3610, South Africa. Tel: +27 31 764 7860

16.2.6. Website address: www.mickeythompsonsa.com

17. General

- 17.1.** The Terms and Conditions and the Privacy Policy are governed by the laws of the Republic of South Africa.
- 17.2.** If any provision of these Terms and Conditions or the Privacy Policy are unlawful, void or unenforceable for any reason, then those provisions may be severed and shall not affect the validity and enforceability of the remaining provisions of the Terms and Conditions or Privacy Policy.
- 17.3.** These Terms and Conditions and the Privacy Policy constitute the whole agreement between us.
- 17.4.** Any indulgence or leniency granted to you by us shall not be interpreted as a waiver or variation of any of our rights or remedies.