

## 1. Introduction

1. These Website Terms and Conditions (“**Terms and Conditions**”) govern the ordering, sale and delivery of Goods, and the use of the Website.
2. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“**you**”, “**your**” or “**user**”), including without limitation each user who registers as contemplated below (“**registered user**”). **By using the Website and by registering your details on the Website when placing an order, and as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**
3. The Website enables you to shop online for goods (lithium-ion batteries and inverters) (“**Goods**”).
4. When you use our Website, notwithstanding your geographic location, you do so in accordance with these Terms and Conditions and provided that any delivery address, including for returns or collections, is a delivery address within the borders of the Republic of South Africa.

## 2. Important Notice

1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “**CPA**”).
2. **These Terms and Conditions contain provisions that appear in similar text and style to this clause and which –**
  1. **may limit the risk or liability of Sungen Systems; and/or**
  2. **may create risk or liability for the user; and/or**
  3. **may compel the user to indemnify Sungen Systems; and/or**
  4. **serves as an acknowledgement, by the user, of a fact.**
3. **Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**
4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Sungen Systems to explain it to you before you accept the Terms and Conditions or continue using the Website.
5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or Sungen Systems in terms of the CPA.
6. Sungen Systems permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

### 3. Registration and use of the website

1. Users may order Goods on the Website.
2. As a user, you must provide a unique username and password and provide certain information and personal details to Sungen Systems in circumstances that you place an order for Goods. You will need to use your unique username and password to access the Website in order to purchase Goods or alternatively, you shall be permitted to purchase Goods as a guest visitor to the site.
3. You agree and warrant that your username and password shall:
  1. be used for personal use only; and
  2. not be disclosed by you to any third party.
4. For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.
5. **You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.**
6. You agree to notify Sungen Systems immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
7. **By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.**
8. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Sungen Systems representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
9. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
10. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Sungen Systems representative.

#### 4. Conclusion of sales and availability of stock

1. Users may place orders for Goods, which Sungen Systems may accept or reject. Whether or not Sungen Systems accepts an order depends on the availability of Goods, correctness of the information relating to the Goods (including without limitation the price) and receipt of payment or payment authorisation by Sungen Systems for the Goods.
2. **NOTE: Sungen Systems will indicate the acceptance of your order by delivering the Goods to you or allowing you to collect them, and only at that point will an agreement of sale between you and Sungen Systems come into effect (the "Sale"). This is regardless of any communication from Sungen Systems stating that your order or payment has been confirmed. Sungen Systems will indicate the rejection of your order (by Sungen Systems itself) cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.**
3. Prior to delivery or your collection of the Goods, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice. After delivery or your collection of the Goods, you may return the Goods only in accordance with the Returns Policy.
4. Placing Goods in the shopping basket without completing the purchase cycle does not constitute an order for such Goods, and as such, Goods may be removed from the shopping basket if stock is no longer available or the price thereof might change without notice to you. You cannot hold Sungen Systems liable if such Goods are not available or are not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.
5. **You acknowledge that stock of all Goods on offer is limited and that pricing may change at any time without notice to you. In the case of Goods for sale by Sungen Systems, Sungen Systems will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are discontinued on the Website. However, we cannot guarantee the availability of stock. When Goods are no longer available after you have placed an order, Sungen Systems will notify you and you will be entitled to a refund of any amount already paid by you for such Goods.**

#### 5. Payment

1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.
2. Payment may be made for Goods via the following methods (depending on its availability and/or your eligibility to use such a method) –
  1. debit card; where payment is made by debit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods will be cancelled. **You warrant that you are fully authorised to use the debit card supplied for purposes of paying the**

**Goods. You also warrant that your debit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;**

2. credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods will be cancelled. **You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website;**
3. You may contact us via to obtain a full record of your payment. We will also send you email communications about your order and payment.
4. Once you have selected your payment method, you will be directed to a link to a secure site for payment of the applicable purchase price for the Goods.

## 6. **Delivery of goods**

1. Sungen Systems offer the below method of delivery of Goods to you.
  1. courier;
2. Our delivery charges are subject to change at any time, without prior notice to you. You will see the applicable delivery charges in your cart when you check out.
3. Where it accepts your order, Sungen Systems will deliver the Goods to you as soon as reasonably possible, but no later than 10 (ten) days of receipt of your payment (“Delivery Period”). We will notify you if we are unable to deliver the Goods during the Delivery Period. This may generally result from the manufacturer not having stock and there is a lead time for a unit to being built. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the Goods. If you elect to cancel your order, we will reimburse you for the purchase price.
4. Sungen Systems obligation to deliver a product to you is fulfilled when we deliver the product to the physical address nominated by you for delivery of the order. **Sungen Systems is not responsible for any loss or unauthorised use of a product, after it has delivered the product to the physical address nominated by you.** Where you have elected to self-collect the product, transfer/delivery of the product to you is when the Goods have been loaded onto your vehicle.

## 7. **Errors**

1. **We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any**

**incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.**

## **8. Privacy policy**

1. We respect your privacy and will take all reasonable measures to protect it, as more fully detailed in our [Privacy Policy](#), which is incorporated by reference.

## **9. Changes to these Terms and Conditions**

1. Sungen Systems may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.
2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

## **10. Electronic communications**

1. When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners electronically in accordance with our privacy policy.

## **11. Ownership and copyright**

1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (“**Website Content**”) are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Sungen Systems, its advertisers and/or sponsors and/or is licensed to Sungen Systems.
2. You will not acquire any right, title or interest in or to the Website or the Website Content.
3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.
4. Where any of the Website Content has been licensed to Sungen Systems or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

## **12. Disclaimer**

1. **The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.**

2. Whilst Sungen Systems takes reasonable measures to ensure that the content of the Website is accurate and complete, Sungen Systems makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by Sungen Systems representatives, Sungen Systems shall not be bound thereby.
3. **Sungen Systems disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.**
4. **Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.**
5. Any views or statements made or expressed on the Website are not necessarily the views of Sungen Systems, its directors, employees and/or agents.
6. **In addition to the disclaimers contained elsewhere in these Terms and Conditions, Sungen Systems also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Sungen Systems, its employees, agents or authorised representatives. Sungen Systems thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.**

### 13. Limitation of liability

1. **Sungen Systems cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of Sungen Systems, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors.**
2. **SUNGEN SYSTEMS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES WHICH MIGHT ARISE FROM YOUR USE OF, OR RELIANCE UPON, THE WEBSITE OR THE CONTENT**

**CONTAINED IN THE WEBSITE; OR YOUR INABILITY TO USE THE WEBSITE, AND/OR UNLAWFUL ACTIVITY ON THE WEBSITE.**

3. **YOU HEREBY INDEMNIFY SUNGEN SYSTEMS AGAINST ANY LOSS, CLAIM OR DAMAGE WHICH MAY BE SUFFERED BY YOURSELF OR ANY THIRD PARTY ARISING IN ANY WAY FROM YOUR USE OF THIS WEBSITE.**

**14. Availability and termination**

1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
2. **Sungen Systems may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Sungen Systems will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.**
3. **If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.**
4. **Sungen Systems is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles, to blacklist you on its database (including suspending or terminating your access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Sungen Systems, in whole or in part, on notice to you. Sungen Systems shall only be liable to refund monies already paid by you (see Sungen Systems Returns Policy in this regard), and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.**
5. At any time, you can choose to stop using the Website, with or without notice to Sungen Systems.

**15. Governing law and jurisdiction**

1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.
2. In the event of any dispute arising between you and Sungen Systems for the Sale of goods, you agree that the Sale occurs in the Gauteng and you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng

Division, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

3. Nothing in this clause 16 or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

## 16. Notices

1. You hereby select the delivery address specified with your order as your legal address, but you may change it to any other physical address by giving Sungen Systems not less than 7 days' notice in writing.
2. Notices must be sent either by hand, prepaid registered post or email and must be in English. All notices sent –
  1. by hand will be deemed to have been received on the date of delivery;
  2. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
  3. by email will be deemed to have been on the date indicated in the "Read Receipt" notification. **ALL EMAIL COMMUNICATIONS BETWEEN YOU AND US MUST MAKE USE OF THE "READ RECEIPT" FUNCTION** to serve as proof that an email has been received.

## 17. Complaints

1. If you have a complaint about the goods or services provided by us or require information regarding our internal complaints-handling process, please get in touch with us.
2. If we are unable to resolve your complaint to your satisfaction or we cannot resolve your complaint within 15 (fifteen) business days of you having notified us of it, you can approach the Consumer Goods and Services Ombud ("CGSO") to assist in resolving the complaint. The CGSO's contact details are: Website: <http://www.cgso.org.za> Sharecall: 0860 000 272 Email: [complaints@cgso.org.za](mailto:complaints@cgso.org.za)

## 18. Information

1. For the purposes of the ECT Act, Sungen Systems's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:
  1. **Full name:** Sungen Systems (Pty) Ltd, a private company registered in South Africa with registration number 2021/518450/07
  2. **Main business:** Online retailer
  3. **Physical address for receipt of legal service (street address):** 3 Letamo Game Farm, Kromdraai, Krugersdorp
  4. **Office bearers:** Tina Dhevalall

5. **Phone number:** +27 79 145 6125
6. **Email address:** info@sungensystems.co.za
7. **PAIA:** The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be found on our website.

## 19. General

1. Sungen Systems may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you.
  1. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
  2. Any failure on the part of you or Sungen Systems to enforce any right in terms hereof shall not constitute a waiver of that right.
  3. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
  4. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
  5. No indulgence, extension of time, relaxation or latitude which any party (the "**grantor**") may show grant or allow to the other (the "**grantee**") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.
  6. These Terms and Conditions contain the whole agreement between you and Sungen Systems and no other warranty or undertaking is valid, unless contained in this document between the parties.