1. The following terms and conditions form part of the Agreement between Razorback Aluminium Canopies (Pty) Ltd (hereinafter referred to as "Razorback" or the "Manufacturer") and the Customer that is formed when you sign acceptance of a Quotation issued by us that describes the products and services that we perform or when there is an agreement of sale between Razorback Aluminium Canopies (Pty) Ltd (hereinafter referred to as "Razorback") and the Customer (hereinafter collectively referred to as "the Parties").

2. The Customer acknowledges these terms and conditions is the whole Agreement between the Parties. The Customer's offer to buy products and services from Razorback Aluminium Canopies (Pty) Ltd and by signing the Quotation Form, the Customer agrees to be bound by this Agreement. The Customer agrees that the scope and terms of the Quotation Form (including the prices and quotes) may change due to the Customer's specifications.

3. A reference to "products" and "services" in this Agreement includes all parts or products fitted as part of the services that Razorback provides to the Customer unless the context and circumstances requires otherwise.

4. Pricing

   4.1. All our prices and quotes include Value Added Tax (hereinafter referred to as "VAT") unless expressly stated otherwise.

   4.2. All of the Razorback Quotes remain valid for 7 (seven) days unless otherwise stated. Razorback reserves the right to amend a quote due to the Customer's change to the specifications.

5. Agreement

   5.1. A quote or price is binding on the Parties once the quote has been accepted by the Customer.

   5.2. It is the Customer's responsibility to ensure that all the quote details are correct. Razorback accepts no responsibility for errors made in the quote after a quote has been received and accepted by the Customer.

6. Deposit

   6.1. The Quotation is subject to full payment of the 50% (fifty per cent) deposit to Razorback. This deposit payment will be calculated to be 50% (fifty per cent) of the total Purchase Price.

   6.2. Failure by the Customer to pay the full Deposit amount within 2 (two) business days of acceptance of the quote will result in the order not being processed and Razorback reserves the right to cancel the order. The Customer will be notified via email that its order has been cancelled and that the Agreement is cancelled due to the Customer's non-payment of the Deposit.

   6.3. The Customer's order is subject to a cooling-off period once a Deposit is paid.

   6.4. The Customer is reminded that Razorback has a no-refund policy on any Custom Orders.

Custom Orders may include, but are not limited to:

6.4.1. Non-standard Razorback's specifications and custom interior and exterior fitted parts.

7. Cooling-off Period

7.1. The Customer has 1 (one) business day (excluding weekends and public holidays) after having signed the Quote Form to change their mind and cancel the order.

7.2. However, if the Customer accepts or takes delivery of a Razorback product or service during the requisite 1 (one) day period, the Customer will automatically lose their right to cool-off.

7.3. In the event that the Customer changes its mind and elects to terminate the Quote Form, the Customer must do so in writing within the 1 (one) day Cooling-off Period.

7.4. The Cooling-off Period shall start the day the Customer signs the Quote Form. If an Order is cancelled after the 1 (one) day Cooling-off Period, the Deposit becomes partially non-refundable for a further 5 (five) business days (hereinafter referred to as the "partial refund period"). Razorback will deduct a 15% (fifteen per cent) cancellation fee from the Deposit already paid. The 15% fee is applicable to the full amount of the sale and not on the deposit amount already paid. The remainder of the balance will then be eligible for refund to the Customer.

8. Payment

8.1. The Customer can only pay the Deposit and all other payable amounts for any Razorback by direct bank transfer, allowed credit card and other payment methods agreed by us.

8.2. The Customer has agreed to pay us in full for all services rendered and products supplied before removing its vehicle and the products (if applicable) from our premises (including dispatch and pick-up) unless otherwise agreed.

8.3. The Customer agrees that payment of all amounts for work as set out in the Quote Form becomes due upon completion of the relevant work and must be paid by close of business on the day of completion unless otherwise agreed to by the Parties.

9. In accordance with the law and in the event that the Customer:

9.1. Undergoes liquidation proceedings, or

9.2. Has a curator bonis or liquidator appointed, or

9.3. Any steps are taken, or liquidation proceedings commenced that involves the Customer,

This Agreement will terminate immediately, and any outstanding monies will become due and payable immediately to .

10. Delivery Fees

10.1. All delivery and fitment fees are included in the Purchase Price and are payable in full upon settlement of the total Purchase Price before delivery is made.

10.2. The Customer is entitled to use the services of a third party for delivery of the product/s. Razorback will accept no liability for the product once the third party has collected it.

10.3. Performance and Services

10.4. Razorback agrees to perform the installation and services described in the Quote Form.

10.5. If additional work is necessary during the installation which would cause the Agreement value of works to be exceeded, we will contact the Customer to explain the additional work required and request authorisation from the Customer for the additional costs to be incurred before proceeding.

10.6. The production times provided for by Razorback are only an estimated time frame. Razorback does not guarantee product availability within any specified timeframes and the Customer confirms that it will not hold Razorback liable to any timeframe.

10.7. Colour Matching

10.7.1. Canopy Boys will make all reasonable efforts to match the colour of a canopy or other product to the colour of the Customer's vehicle, or to a colour sample, colour code or reference supplied by the Customer.

10.7.2. The Customer acknowledges that an exact 100% colour match cannot be guaranteed. Differences in paint finishes, colour batches, materials, surface textures, age, fading, lighting conditions and manufacturing processes may result in variations in colour and appearance.

10.7.3. Canopy Boys will endeavour to achieve the closest reasonably possible colour match. However, subject to the Customer's rights under applicable law, Canopy Boys will not be liable solely for minor colour differences or variations between the finished canopy or product and the vehicle colour, paint sample, colour code or reference supplied by the Customer.

10.7.4. By accepting the quotation and proceeding with the order, the Customer acknowledges that colour variations may occur and that a difference in colour, on its own and where the product otherwise complies with the agreed specifications and applicable law, will not automatically constitute a defect or entitle the Customer to a replacement, repainting or refund.

11. Variations and Changes to Specification

11.1. If the Customer instructs us in writing or if Razorback considers any instruction from the Customer to be an instruction to perform a variation to the Agreement, Razorback will perform the variation upon the Parties agreeing on a new purchase price, in writing, within 3 (three) days of Razorback's receipt of the instruction.

11.2. The current Purchase Price will be updated to take the variation into account. Razorback will amend the delivery date to take into consideration a reasonable time extension or time reduction, as applicable.

11.3. The Customer must effect payment for the variation before work can recommence.

12. Returns and Warranties

12.1. Razorback's warranty and return policies do not affect your rights under South African Law, including but not limited to, the Consumer Protection Act 68 of 2008.

12.2. Razorback has extreme confidence in its products and hereby provides a 2 year warranty on its canopies and all manufactured goods or fitted goods as long as the canopy or product is in the ownership of the original Customer. And a 1 year warranty on all moving components(Parts). The warranty is not applicable if the canopy is subjected to overloading, abuse and damage by the Customer or such persons under the Customer's control.

12.3. Razorback will not be liable for the Customer's delivery costs in returning a product unless otherwise agreed to by the Parties.

12.4. Razorback will only accept the return of the product once a written approval has been provided.

12.4.1. A 15% (fifteen percent) restocking and handling fee (calculated on the cost of the order as outlined in the Order Form) is applicable on approved returns.

12.4.2. The Customer is responsible for returning the goods to the following address:14 Socony Road, Goodwood.

12.4.3. The Customer is solely responsible for the delivery costs associated with the return of the product.

13. Title:

13.1. Ownership and property in the product (including as part of the services rendered) does not pass from Razorback to the Customer until the Customer has paid for the product and/or services in full.

13.2. In the event that Razorback has indicated that it will accept payment by cash or other negotiable instruments, the title will then pass to the Customer upon all relevant funds being cleared.

13.3. The products supplied by Razorback will be at the sole risk of the Customer immediately upon delivery to the Customer or into a third parties custody on your behalf (whichever occurs sooner).

14. Lien

14.1. The Customer also acknowledges that we have a lien over all products belonging to it that is in our possession. This includes the Customer's vehicle and all products in the order attached to the Customer's vehicle in order for Razorback to secure payment of any or all outstanding amounts from time to time.

14.2. The Customer agrees that Razorback may, at its own discretion, exercise the lien in respect of any outstanding amounts which are due and payable, retain your vehicle and any goods in the vehicle. The Customer shall be served with a notice requiring immediate payment of the outstanding amount.

15. Storage and Disposal of Uncollected Vehicles or Products

15.1. If Razorback exercises a lien over the vehicle or the Customer does not collect the vehicle within 2 (two) days from when it is ready for collection, a vehicle or product storage fee of R1,000-00 per calendar day will apply.

16. Limitation of Liability:

16.1. Razorback shall not be liable to the Customer or any third party in respect of any claim for injury, death, loss or damage to any person or property caused or arising out of the use of the products sold by Razorback or any of the services performed by it, except to the extent that liability is imposed upon us or implied into a transaction by this Agreement or by any statutory provisions that this Agreement cannot exclude.

16.2. The Customer agrees to indemnify Razorback against any liability, loss, claim, or expense, arising from the Customer's breach of the Quote Form or from its use of the products, including, without limitation, any damages resulting from negligence, omission, or failure of performance, whether or not resulting from any act of Razorback or its agents.

16.3. Razorback confirms that it has no authority to accept any goods or vehicles for safe custody for the Customer. Razorback will not be liable in any case for the loss of, damage to, or any vehicle or
items to have been left (or alleged to be left) within the vehicle or with Razorback by the Customer or suspected to have been left in the vehicle, regardless of how such loss or damage was caused.

17. Dispute Resolution

17.1. In the event that a dispute arises from or relating to the Sale Agreement, either Party may notify the other Party of the nature and particulars of the dispute.

17.2. The Parties shall, within 7 (seven) days of the delivery of such dispute notice, commence discussions to attempt to resolve the dispute in good faith.

17.3. In the event that the dispute is not resolved within 10 (ten) days, either Party may refer the dispute to adjudication.

17.4. The Adjudicating nominating body is the Dispute Review Board South Africa (hereinafter referred to as the "DRBSA") (https://www.drbsa.co.za).

18. Authority Concerning the Vehicle

18.1. The Customer authorises Razorback to act in order to provide it with the products or services as set out in the Quote Form in respect of the vehicle, including, but not limited to:

18.1.1. Entering the vehicle, and

18.1.2. Test driving the vehicle which includes driving the vehicle to another location outside Razorback's premises.

19. Privacy

19.1. Razorback will comply with all applicable privacy legislation.

19.2. Unless the Customer indicates otherwise, it hereby consents to Razorback using its personal information for the following purposes:

19.2.1. Our internal marketing activities, including direct marketing, database compilation, analysis of demographics and the processing or creation of other marketing information,

19.2.2. Customer service and individual follow up calls, letters or emails enquiring as to your satisfaction with our products and services,

19.2.3. Advise the Customer of information that may be relevant including making the Customer aware of offers that Razorback may feel will interest it, and

19.2.4. If at any time, the Customer may wish to withdraw its consent to any of the above purposes, would like to access its personal information or has any other privacy concerns, please contact Razorback via info@razorback.co.za.

20. Matters outside Razorback's reasonable control:

20.1. Raorback will not be liable for any delay in performing or any failure to carry out installation or repairs to your canopy or vehicle or any product to the extent that such delay or failure results from events or circumstances outside our reasonable control.

20.2. While your vehicle is in our custody, there will always be a possibility of damage or loss due to theft, fire, explosion, vandalism, natural disaster etc.

20.3. Razorback will not be held liable for other damages or losses of any nature that are outside of Razorback's control.

20.4. Razorback confirms that it takes all the necessary steps to prevent loss or damage, however, certain things are outside of Razorback's control, and we will not be held liable for any loss or damage to the Customer's vehicle or property due to these events or any event whatsoever.

20.5. Razorback recommends that the Customer ensures that is has comprehensive motor vehicle insurance for the vehicle to cover these abovementioned events.

21. Jurisdiction:

21.1. The law applicable to this Agreement is the law of the Republic of South Africa.

22. Variation:

22.1. The terms and conditions are subject to change on notice provided to the Customer.