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T: +27 11 251 9999  
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E: info@garmin.co.za

**IMPORTANT:**

*These terms and conditions are valid binding and enforceable against all persons that access the Garmin website (www.garmin.co.za), web pages or any part thereof. You are automatically bound by these terms and conditions by virtue of you accessing this site. These terms are a legal agreement between you and Garmin Southern Africa (Pty) Ltd and will govern your use of the Services. If you do not agree to be bound by these terms, do not continue your use of the website and the Services.*

**TERMS AND CONDITIONS OF SALE**

Between (i) **Garmin Southern Africa (Pty) Ltd Reg No 2007/019450/07** (“the Company/Garmin”); and (ii) you (the “User”)

- 1. ACCEPTANCE OF TERMS.** Your electronic submissions constitute your agreement and intent to be bound by these terms and pay for such products and transactions entered into. For purposes hereof, the Garmin online shop, products and website will be called the “Services”. The services, products, materials and information offered by means of the use of this website and/or the online services feature are provided to you, as the User, subject to your acceptance of the terms and conditions of this agreement. E&OE. 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), then you may only use the website with the supervision of your parent or legal guardian, in which case such parent or guardian agrees to be bound to these Terms and Conditions and to be liable and responsible for all your actions, transactions and obligations under these Terms and Conditions.

**When using, browsing or accessing this website and/or online services, you accept all the terms and conditions of this agreement, including, in particular, the limitations on use, liability and warranty set out hereunder.**



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- 2. VOUCHERS AND TRADE COUPONS** The Terms and Conditions of the specific promotional offer in respect of which a voucher/trade coupon has been issued shall apply additional to the terms hereof. Please see the particular promotional offer for details of where such terms may be found. The Terms and Conditions of an offer (the “Promotional Offer”) may not be used in conjunction with any other offer or discount.
- 3. OWNERSHIP.** This website, the content thereof, the products and the online services are the property of the Company and all proprietary rights therein vest in the Company. Ownership of all intellectual property rights, including the trademarks indicated on the website, vest in the Company and/or its affiliates/suppliers. The User is not authorized to use, amend or exploit any of the intellectual property rights, including the trade marks in any manner whatsoever, without the prior written consent of the Company. The User shall, other than for his personal and non-commercial use, not store on his computer, or print copies of extracts from this website, and not, other than for his personal and non-commercial use, mirror or cache information provided via this website on his own server or other computer or other storage facility of whatsoever nature; copy, adapt, modify or re-use the text or graphics from this website without prior written permission of the Company.
- 4. NO IMPROPER USE OR UNLAWFUL CONDUCT.** The User will not use this website and any of the services offered for any purpose that is unlawful, improper or prohibited by these terms and conditions. Improper actions include, but are not limited to: activities designed to defame, embarrass, harm, abuse, threaten, insult or harass third parties; activities prohibited by the laws of the Republic of South Africa and/or foreign territories in which the User is resident or conduct business; activities designed to encourage unlawful behaviour by others; terrorist acts; the invasion of the privacy of a third party; racially, ethnically, or otherwise objectionable; and activities designed to impersonate the identity of a third party.
- 5. USE OF SERVICES.** The User agrees that it will only use this website, the information contained hereon and the online services in respect of the specific purposes for which it is created for. In using the website, information or online services, the User will not: (a) disrupt or interfere with any other user's enjoyment of such services or materials or any affiliated or linked sites, (b) upload, post or otherwise transmit any viruses or other harmful, disruptive or destructive files, (c) create a false identity, (d) use or attempt to use another's account, password, service or system without authorization from the Company, (e) access or attempt to access any service or content which the User is not authorized to access, (f) disrupt or interfere with the security of, or otherwise cause harm to, any system resources, accounts, passwords, servers or networks connected to or accessible through such feature or any affiliated or linked sites, (g)

**DIRECTORS** W I Mech C A Pemble\* (US) S M Biddlecombe\* (British)

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conduct any surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise), (h) threaten, defame, abuse, harass, stalk or otherwise violate the legal rights (such as rights of privacy and publicity) of others, (i) publish, post, upload, distribute or disseminate any defamatory, obscene, or unlawful topic, name, material or information; (j) upload or otherwise make available files that contain images, photographs, software or other material protected by intellectual property laws, including, without limitation, copyright, trademark, patents, designs, privacy and publicity laws unless the User own or control the Page 2 of 3 ©Garmin Southern Africa (Pty) Ltd rights thereto or have received all necessary authority to do the same, (k) advertise or offer to sell or buy any goods or services for any purpose, (l) violate any laws or regulations of the Republic of South Africa or any other country applicable.

6. **YOUR ACCOUNT.** As a registered user of the Services, you will be required to establish an account. When you register and provide us with your e-mail, use the services and/or e-mail us, you agree that we may send you communications from time to time. Never reveal your account information, log in and/or password to anyone. You are responsible for keeping last mentioned confidential and for any activity on your account. If you suspect a breach of this security you have to inform the Company without delay and on receipt, the Company may reject any orders not yet executed and deactivate your access codes and account. The Company will not be responsible for any losses due to the unauthorized use of the account ie if the correct username and password for your account was entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of any order placed or transaction entered into during that session, unless cancelled by you in terms hereof.
7. **LIMITATION OF LIABILITY.** The use of this website and online services is on the User's own risk. The Company, its subsidiaries, affiliates, agents, officers, directors, employees, partners or suppliers will not be liable to the User or any third party for any damages whatsoever, the Company provides the Services with the following LIMITATIONS ON ITS LIABILITY to the maximum extent permitted by law.
8. **INDEMNITY.** The Company and its subsidiaries, affiliates, officers, agents, partners, employees and suppliers will not be liable, the Company provides the Services with the following LIMITATIONS ON ITS LIABILITY to the maximum extent permissible by law, for any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) the User's use of the website and online services; (b) the User's violation of these terms and conditions or (c) the User's violation of any law, rule or regulation or the rights of any other person or entity.

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- 9. THIRD PARTY SITES AND SERVICES.** This website and online services may also make available other services, service providers, dealings, web sites and/or web pages operated by third parties offering material, information and online services (the "third party services"). The use of the Third Party Services and the use of information collected by the operators of such services / sites are governed by the terms of use and privacy policies found at such sites (if any). Third Party Services are made available only as a convenience, and the inclusion within the online services of any link to a Third Party Service does not imply endorsement by the Company of the operator of such site or any association between the Company and such operator. Any dealings between the User and any third party in connection with a Third Party Service, including the delivery of and payment for goods and services and any other terms, conditions, warranties or representations associated with such dealings, are solely between the User and such third party or the operator of such site. **The Company will not be responsible for any portion of any such dealings in anyway.**
- 10. NO WARRANTY.** Except as expressly provided otherwise in a written agreement between the User and the Company, the Company provides the Services with the following LIMITATIONS ON ITS LIABILITY to the maximum extent permitted by the prevailing law; this website, online services, and all products, materials and services offered through or in association with such features, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, the Company and its suppliers make no warranty that (a) the website, online service, other services, products or materials will meet the User's requirements, (b) the website, online service, other services products or materials will be uninterrupted, timely, secure, virus-free or error-free; or will be compatible with other software or applications to be used with or applied to, (c) the results that may be obtained from the use of the website, online service or other services and materials will be effective, accurate or reliable, (d) the quality of the website, online service, or any products, materials or other services will meet the User's expectations and (e) any errors in any software obtained from or used through the website, online services, products and materials, or any defects in the services and products or materials, will be corrected, or that (f) the information provided will be accurate. The Company reserves the right to suspend the Services for indefinite periods and/or cancel same without notice to you.
- 11. ACCURACY OF INFORMATION AND PRODUCTS.** The website and online services and other services, products and materials could include technical or other mistakes, inaccuracies or typographical errors. The Company may make changes to the website, online services, other services, information, products and materials, including the prices and descriptions of any products, at any time, without notice to you.



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- 12. AVAILABILITY OF STOCK.** All products displayed on our website are subject to availability and we will inform you of unavailability of stock as soon as possible. We only deliver to certain areas within South Africa. We may discontinue stock or change the description of the products listed without notice to you. Products may not be purchased for resale and if The Company suspects that this is the reason for the purchase, it may cancel such sale and refund you the purchase price.
- 13. ADVERTISING, SALES & PROMOTIONS.** Garmin will attempt to have sufficient stock available to meet anticipated consumer demand (unless it specifically indicates a limitation on the amount of stock available).
- 14. COLOURS.** The Company will use its best effort to provide you with the correct picture and colour of the products on its website, however it may look different to what you see due to the way and device you use to access the website.
- 15. DELIVERIES.** All deliveries are done via courier service. You will be charged a delivery fee for each order placed. Details of the cost of delivery will be available on check out. The Company shall not be liable for loss or damage to a product after delivery to your nominated address has successfully taken place.
- 16. RETURNS.** For hygienic purposes, certain training kit apparel, (such as but not limited to cycling shorts and Trisuits) **may not be returned or exchanged.** Please see our full Returns Policy in respect of all returns and repairs.
- 17. PAYMENT.** Pricing will be as reflected online. Payment will be in South African Rand and charged to the card with details you provided.
- 18. MODIFICATION.** The Company reserves the right to change these terms and conditions. The User is responsible for reviewing these terms and conditions each time it uses the website and online services. The User's continued use of the website and online services constitutes the User's agreement to the terms and conditions current at that time.
- 19. GENERAL.** This agreement constitutes the entire agreement between the parties. In the event of the invalidity/illegality of any part or portion of this agreement for any reason whatsoever, such invalidity/illegality shall not affect the validity or enforceability of any other part or provision of this agreement and such invalid/illegal part or portion shall be deemed to have

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been struck out of the agreement as if it was never written. No waiver by the Company in respect of the User's actions or omissions with regard to any breach, failure or default in performance by the User, and no failure, refusal or neglect by the Company to exercise any right hereunder or to insist upon strict compliance with or performance of the User's obligations under this agreement, shall constitute a waiver of the provisions of this agreement and the Company may at any time require strict compliance with the provisions hereof.

**20. GOVERNING LAW AND JURISDICTION.** These terms and conditions will be governed by and construed in accordance with the laws in force in the Republic of South Africa in a South African Court.

**21. INFORMATION.** For the purposes of the ECT Act, Garmin's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the website:

- Full name: Garmin Southern Africa (Pty) Ltd, a private company registered in South Africa with registration number 2007/019450/07
- Main business: Supplier of GPS and fitness products
- Physical address for receipt of legal service (also street address): 1st Floor, 5 Sturdee Avenue, Rosebank, Johannesburg, 2196 (marked for attention: CEO and Legal)
- Office bearers: WI Mech, SM Biddlecombe
- Phone number: +27 11 251-9999
- Official email address: [info@garmin.co.za](mailto:info@garmin.co.za)

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