

Terms & Conditions

1. Applicability

These General Terms and Conditions of Sale shall govern all sales of products from Forza Accessories (Pty) Ltd and its agents, hereinafter referred to as Forza Trading to any buyer. By placement of a written- or electronic order, the buyer or agent or store will be deemed to have accepted these General Terms and Conditions of Sale.

Forza Trading reserves the right to vary these General Terms and Conditions of Sale at any time.

2. Sales Contracts

The buyer shall submit an order for the products. Orders shall become binding on Forza Trading once the product price has been paid in full via the available payment options. Sales contracts and orders may be cancelled or modified only with Forza Trading written consent.

3. Product Information

Website catalogues, brochures and price lists are intended for general guidance only and do not constitute part of any sales contract unless expressly stated otherwise in the sales contract. It is advised that specific information be requested from Forza Trading.

The obtaining of any necessary consent, approval or governmental license for the importation and/or use of the products shall not be the responsibility of the seller.

4. Warranty

Forza Trading will have the option to either repair or replace the defective product as per the limited warranty. Any additional costs related to the replacement of the defective product, such as delivery, is excluded from the warranty.

Whether the defective product qualifies to benefit from the warranty is at the sole discretion of Forza Trading.

All defects shall be notified to Forza Trading in writing within 14 days from the date of delivery or, if the defect could not have been discovered in a careful inspection of the product, immediately after discovery of the defect and in no event later than the expiry of the warranty period.

This Warranty does not cover:

Any secondary damage or loss caused by a faulty product.

Cost of shipment to and from authorized Forza Trading dealer is specifically excluded and is not covered by this Warranty.

Deterioration on the surface finish or appearance on products.

5. Submitting a Warranty Claim

When submitting a warranty please send us copy of your original proof of purchase, short description of the damage and date that it occurred on and pictures showing the damage to info@forzatrading.co.za. We will try our best to respond to your claim within 48 hours.

6. General Limitations of Liability

Forza Trading liability for defects shall be limited to the repair or replacement of the defective product within a reasonable time at Forza Trading sole discretion, and shall not extend to any other components or accessories other than the defective product itself.

The liability, if any, of Forza Trading for any damages shall always be limited to an amount equal to the price paid by the buyer for the product to which the damage relates, Forza Trading SHALL IN NO EVENT BE LIABLE FOR ANY OTHER DAMAGES OR LIABILITY, INCLUDING SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES based upon breach of warranty, breach of contract, negligence or any other legal theory, and including damages arising from or related to any physical injury or death to person or property, loss of profit, loss of contract, loss of use, purchase in replacement, or liabilities to third parties.

7. Prices

The products shall be considered sold at Forza Trading prices and payment terms prevailing at the time of Forza Trading order confirmation or other express acceptance of order.

Forza Trading reserves the right to increase any agreed prices in the event of increases in VAT, customs duties, or other public charges. Forza Trading shall also have the right to increase the prices based on changes in the exchange rate for the currency in which the prices have been determined or in which materials or components used in the manufacturing process of the products are paid. In addition, Forza Trading reserves the right to revise its price list as its sole discretion from time to time.

8. Terms of Payment

Preparation for delivery of the product will only be commenced once the buyer has paid the full amount owing as per the order and/or agreement.

9. Delivery of Products

Unless otherwise specified in the confirmed order, the products shall be delivered FOB at such times as the parties agree in writing. Any dates quoted for delivery of the products are approximate only.

10. Risk and Title

The risk of loss and deterioration shall pass to the buyer immediately upon delivery. Title to and ownership of the products shall pass to the buyer only upon receipt by Forza Trading of all payments due to Forza Trading for the products delivered.

11. Force Majeure

Forza Trading shall not be held liable for any failure to perform caused by reason of force majeure events or other circumstances or impediments beyond Forza Trading control, including but not limited to, industrial or labour disputes, riots, fires, floods, wars, embargoes, shortage of labour, raw materials, energy or means of transportation whether affecting Forza Trading or any subcontractor, or for circumstances caused by reason of laws, regulations, orders or acts of any government or authority.

12. Returns and exchanges of goods

Returns and exchanges of goods can only take place with prior arrangement. Goods supplied correctly which are returned are subject to a deduction of the following fee net price: dismantled undamaged items in original packaging 10%. In cases of unavailability, Forza Trading will refund the client in full within 30 days.

13. Customer Privacy Policy

Forza Trading shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

14. Card acquiring and security

Card transactions will be acquired for Forza Trading via Yoco (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. Yoco uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.yoco.co.za to view their security certificate and security policy.

15. Customer details separate from card detail

Customer details will be stored by Forza Trading separately from card details which are entered by the client on Yoco's secure site. For more detail on Yoco refer to www.yoco.co.za.

16. Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

17. Applicable Law

The relevant laws applicable to the Republic of South Africa shall be of force and effect.

18. Jurisdiction

All disputes arising out of or in connection with these General Terms and Conditions of Sale and any contracts shall be submitted to the exclusive jurisdiction of the ordinary courts at the domicile of Forza Trading. However, in addition, Forza Trading shall have the right to bring a claim against the buyer for failure to pay for goods ordered or for breach of any other obligation owed to Forza Trading or for violation of any right of Forza Trading, at any court in the buyers domicile and/or wherever the buyer may also be subject to the jurisdiction of any court.

Forza Trading chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, 10A Brommaert Avenue, Constantia, 7806, South Africa.

19. Written Form

Whenever a notice, acceptance, consent or other communication is required to be in writing according to these General Terms and Conditions of Sale, these requirements shall be considered fulfilled also when such communication is given or made by fax or electronic mail.

20. Company information

Company Name:

Forza Trading (Pty) Ltd

Registration Number:

2019/031749/07

Physical address:

10A Brommaert Avenue, Constantia, 7806, South Africa

Directors:

G.Carlone and A.Reaper

Email:

info@forzadrading.co.za

Telephone:

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