

BAMR Customer Terms and Conditions

Definitions

In these Conditions the following expressions shall have the following meanings:

- 1.1 "**the Company**" means BAMR Pty Ltd;
- 1.2 "**Goods**" means the articles or things or any of them described in the Contract;
- 1.3 "**the Buyer**" means the person, firm or company with whom the Contract is made by the Company, whether directly or indirectly through an agent or factor who is acting for, or instructed by, or whose actions are ratified by such person, firm or company;
- 1.4 "**Company's Premises**" means the premises mentioned in the Company's quotation, or other contractual document, or if not so mentioned means the Company's facilities at 4 Palm Street, Newlands, 7700, Cape Town;
- 1.5 "**the Contract**" means the Company's quotation for the sale, or supply of the Goods and any document referred therein, these Conditions of Sale, the Company's acknowledgement of the Buyer's order for the Goods and the Buyer's order for the Goods, and if there shall be any inconsistency between the documents comprising the Contract they shall have precedence in the order herein listed.

Ordering

BAMR's online store accepts payment via EFT, Payfast or SnapScan. Once payment has been confirmed, these products will be shipped to a delivery address stipulated by the purchaser. Please note that the Contract of Sale will be triggered and come into effect when you click order.

BAMR currently only delivers within South Africa. If you need to ship something overseas, please contact us to discuss whether this is possible.

If you have any questions or concerns regarding your orders, you may contact us in one of the following ways:

1. Send an email to sales@bamr.co.za
2. Call us on 021 683 2100

BAMR reserves the right to refuse orders, cancel any sale, and terminate accounts at the company's discretion.

Confirmation of Orders. Your offer is deemed to be accepted when you receive our order confirmation.

Please note you have 14 days in which to query the contents of your order with us, after receipt.

Payment, Pricing & Promotions

The price payable for Goods shall, unless otherwise stated by the Company in writing and agreed on its behalf, be the list price of the Company current at the date of despatch.

All prices are exclusive of Value Added Tax. This will be charged at the appropriate rate.

The Company's prices are subject to adjustment to take account of any variation in the Company's costs including (but not limited to) variations in exchange rate fluctuations, our suppliers pricing, alterations of duties and other costs since the date of the Company's quotation or (if no quotation is issued) the Buyer's order.

The Company accordingly reserves the right to adjust the order acknowledgment price by the amount of any increase or decrease in such costs after the price was originally quoted.

If a price as displayed contains an inadvertent and obvious error, the merchant (BAMR) undertakes to correct the error in the displayed price; and to take reasonable steps in the circumstances to inform consumers to whom the erroneous price may have been displayed of the error and the correct price.

The goods remain the property of BAMR until paid for in full.

Shipping & Delivery

Standard shipping is Free on all orders above the amount stated on our quote which will change from time to time. Orders less than this stated amount will be charged a flat rate as stated on our quote exclusive of Value Added Tax for shipping within South Africa. All BAMR products purchased from www.gaugeit.co.za will be shipped to the supplied delivery address by a third party courier.

Please note that BAMR's designated third party courier, will only deliver to a physical address, and not a PO Box number or small holding. The courier service requires that each and every delivery be signed for, as proof of delivery.

Products will be delivered by the courier service to street addresses at the time and date agreed with you. Our courier will attempt to deliver 2 times, to the street address specified by you in the checkout process, where after we will cancel the order and refund any monies due to you.

The cost of delivery will be specified during the checkout process for the sale of Products.

Incorrect or Damaged Delivery of Products

If the container that the Products are delivered in is damaged, do not accept the goods.

If the incorrect quantity of Products is delivered, please contact us so that we may correct the error.

In the event of the goods being faulty make sure that they are returned for exchange in the same packaging as received. In the event of a manufacturing fault refer to the warranty statement.

Returns and Exchanges

Any product may be returned for credit, exchange or refund within 14 days from date of purchase provided that the merchandise is unused and is returned in its original box / wrapping.

Please note: Opened items need to be returned to BAMR offices to be assessed by a manager, before any refunds will take place. Please contact the BAMR Offices on 021-683-2100 for any assistance in this regard.

Warranty

Please note that this will not apply to any Products that are damaged due to misuse or that have been tampered with contrary to any manufacturer's instructions or other void conditions.

The manufacturer's warranty will be applicable and unless otherwise stated is one year from Date of Sale. This will purely cover issues with regards the manufacture of the goods.

Viewing Orders

Registered customers are able to view their order history by logging on to their profile on the www.gaugeit.co.za website.

Once logged on, the customer can navigate through the different options. If a customer places an order as a guest (i.e. without registering), the customer can track the status of their order by typing out the full order number, and their email address in the "track my order" feature.

Registered customers are also able to use this function.

Privacy & Security

This privacy policy sets out how BAMR uses and protects any information that you give www.gaugeit.co.za, when you use this website. BAMR is committed to ensuring that your privacy is protected.

Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement. BAMR may change this policy from time to time by updating this page.

You should check this page from time to time to ensure that you are happy with any changes.

General Terms

The www.gaugeit.co.za website is owned and operated by BAMR (Pty) Ltd, a company registered in the Republic of South Africa under company registration number 1946/021757/07, which has its registered address at 4 Palm Street Cape Town, 7700.

In terms of S11 of the Electronic Communications and Transactions Act (ECT) 25 of 2002 and the common law of contract, these terms and conditions are valid, binding and enforceable against all persons that access the www.gaugeit.co.za website. We may from time to time update or change terms without notice. You should check them periodically, as your continued use of the website will mean that you have accepted any revised terms.

This agreement and the use of this website are governed by the laws of South Africa. Non-residents may use our website in order to make online purchases provided that the delivery address is in South Africa.

You may browse or use our website for your own personal, private, educational, non-commercial and information purposes only. No other use is permitted without our prior written consent.

The unauthorized use, copying, reproduction, variation, modification or distribution of the content of this website, the uploading of any unlawful or damaging information or viral software, or the creation of any links to our website from any other website, is strictly prohibited.

We reserve the right to:

- restrict your use and access to our website or part thereof in the event of any unauthorised use
- suspend our website or any part thereof
- terminate your account at any time if we believe that the information supplied by you is false or incomplete.

What we collect

We may collect the following information:

- Name
- Contact information including email address
- Demographic information such as postcode, preferences and interests
- Other information relevant to customer surveys and/or offers

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, or e-mail. We may use the information to customise the website according to your interests. We will, of course, only contact you if you have given us your express permission to do so.

Indemnification

You hereby unconditionally and irrevocably indemnify BAMR and agree to indemnify and hold BAMR harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by BAMR as a result of any claim instituted against BAMR by a third party (other than you) as a result of (without limitation):

- your use of our Services other than as allowed or prescribed in the Agreement;
- any other cause whatsoever relating to the Agreement or the provision of Services to you where you have acted wrongfully or failed to act when you had a duty to so act.

Jurisdiction in event of a dispute

You hereby consent to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by BAMR arising out of this Agreement, provided that BAMR shall be entitled, in its reasonable discretion, to institute such proceedings in the High Court of South Africa and, in such event, you consent to the jurisdiction of such court. The jurisdiction of the Small Claims Court is specifically excluded, as the parties agreed to follow the arbitration process.

Any dispute between the parties may be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Cape Town and conducted in the English language before one arbitrator appointed in accordance with the said rules. Any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.

- The arbitrator shall have the power to give default judgement if any party fails to make submissions on due date and/or fails to appear at the arbitration.
- The provisions set out above shall not prevent either party from approaching any court of competent jurisdiction to obtain interim or other relief in cases of urgency.

Force Majeure

The Company shall not be in breach of the Contract nor liable for its delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the Company shall be entitled to:

- a reasonable extension of the time for performing such obligations; or
- reduce the amount of Goods delivered; or
- cancel the Contract immediately by giving written notice to the Buyer,
- if it is prevented from, hindered from or delayed in manufacturing, obtaining or delivering the Goods by normal route or means of delivery.
- For the purposes of this Condition, circumstances beyond the Company's reasonable control include but are not limited to: strikes, terrorist attack, civil war, civil commotion or riots, threat of or preparation for war, armed conflict, global or local disaster or state of emergency caused by a pandemic, imposition of sanctions and/or embargo, or breaking off of diplomatic relations, any law or any action taken by a government or public authority including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent to either party, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal source of supply or any other condition that becomes unilaterally agreed as a Force Majeure.