

Magnet Electrical Supplies (Pty) Ltd – eCommerce Terms and Conditions

Dear Valued Customer,
Thank you for your interest in our online store.

Before your account is activated, kindly take a moment to complete this form, in acceptance of the Terms and Conditions attached:

Acceptance

I, _____ (full name), in my position as an authorised signatory, warrant that I have the authority to act on behalf of the company, _____ (company name). As such, I hereby:

- accept Magnet's terms and conditions as laid out in this document
- acknowledge that the terms of our account facility with Magnet are also applicable when transacting online
- grant permission for the following employees to transact under the company's profile on Magnet's online store:

	Employee Name	Job Title
1		
2		
3		
4		
5		

(Magnet Account Number)

(Sign)

(Date)

About us

Magnet is an industrial solutions specialist. We provide comprehensively engineered electrical, lighting, solar and back-up power services to industry. We promote energy and sustainability by offering energy-management, energy-saving and energy-generation solutions.

We offer value-packed solutions - making us industry leaders! We have in-house engineers and project managers able to design and implement bespoke solutions.

We are the largest distributor of Schneider Electric products in South Africa! With over 35 years' product knowledge and experience selling Schneider Electric products, our sales team is able to provide the best technical advice. Armed with the largest stock holding, we can offer the most competitive prices on Schneider Electric products.

Our online store is an extension of our commitment to provide comprehensive products and solutions to our customers. We sell electrical and lighting products online, with a view of making our entire portfolio of products available online in the near future.

We have a passion to keep industry running efficiently.

For fast, skilled support, choose Magnet!

1. PREAMBLE AND INTRODUCTION

These terms and conditions will apply to every order placed by the Customer with Magnet Electrical Supplies (Pty) Ltd (“Magnet”) for the supply of goods from time to time.

Notwithstanding same:

- 1.1 All goods supplied by Magnet to the Customer (as identified in the Customer’s account registration, account creation and/or any other means of doing so) are subject to these terms and conditions, which appear on Magnet’s website and to wit, the Customer has agreed to be bound by, by creating or registering an online account on Magnet’s eCommerce platform.
- 1.2 Where a Customer interacts with Magnet’s website for the purpose of procuring a quotation and/ or placing an order, these terms and conditions will be of force and effect and act as covering terms for any quotations or orders placed now or in future, until amended or varied as prescribed in these terms and conditions only.
- 1.3 The Customer agrees that these terms and conditions shall: novate and/or supersede any existing website terms and conditions and that all online orders placed by the Customer will be governed by these terms and conditions.
- 1.4 This website can be accessed at www.magnetgroup.co.za, related mobi-sites and software applications (the “**Website**” or “**eCommerce platform**”) and is owned and operated by Magnet.
- 1.5 These Website Terms and Conditions (“**Terms and Conditions**”) govern the ordering, sale and delivery of Goods, and the use of the Website.
- 1.6 These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“**the Customer**”, “**the Customer’s**”, “**user**” or “**Customer**”), including without limitation each user who registers an account.

Nota Bene: By using the Website and by clicking on the “Register” button on the Website, as may be applicable, the Customer acknowledges that the Customer has read and agrees to be bound by these Terms and Conditions.

1.7 Important Notice:

1.7.1 these Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”).

1.7.2 these Terms and Conditions contain provisions that appear in similar text and style to this clause and which -

1.7.2.1 may limit the risk or liability of Magnet or a third party; and/or

1.7.2.2 may create risk or liability for the Customer; and/or

1.7.2.3 may compel the Customer to indemnify Magnet or a third party; and/or

1.7.2.4 serves as an acknowledgement, by the Customer, of a fact, which may impact the Customer’s legal standing.

1.8 If there is any provision in these Terms and Conditions that the Customer does not understand, it is the Customer’s responsibility to ask Magnet to explain it to the Customer before the Customer accepts the Terms and Conditions or continue using the Website.

1.9 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 the Customer or Magnet, in terms of the CPA.

1.10 Magnet permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, the Customer shall be deemed to have accepted all the Terms and

Conditions unconditionally. The Customer must not use this Website if the Customer do not agree to the Terms and Conditions.

2. ORDERS

2.1 For the purpose of these terms and conditions, “order” shall include but not be limited to Website generated orders or transactions.

2.2 Notwithstanding the above, for the purpose of an order being placed, the Customer must complete the online transaction process and effect payment, with a nominated address for delivery (as per clause 11) within the Republic of South Africa.

2.3 An order will only be deemed to have been placed when the payment information has been processed and Magnet has received the payment.

2.4 All transactions are subject to the availability of goods or products and Magnet shall not reserve any items for any particular purpose save for the fulfilment of a complete order, as provided for in clause 2.3.

2.5 The prices quoted are subject to change pursuant to any increase in the cost price including currency fluctuations. In that event, the unit price per item shall be as indicated in the final “checkout” phase of the transaction save for good faith errors.

2.6 No order shall be capable of being cancelled after payment is received by Magnet and notice of delivery is dispatched to the Customer, unless specifically agreed to by Magnet in writing and at Magnet’s sole discretion.

2.7 The provisions of clause 2.6 does not prejudice any other right available to Magnet in terms of these terms and conditions or in terms of law.

- 2.8 All advertised and/or invoiced pricing, shall be in South African Rands, unless otherwise agreed by the parties in writing, with the final “checkout” price including Value Added Tax.

3. LEAD TIMES

- 3.1 Delivery times shall not be material to these terms and conditions unless specified in the order by the Customer and agreed to by Magnet. Any lead times provided to the Customer are estimates only and are not to be treated as a definitive delivery date. Magnet will, notwithstanding same, make all attempts to ensure soonest delivery that may be possible, bearing in mind the Customer’s nominated delivery address, the timing of the order and payment being received.
- 3.2 When an order is placed, Magnet will provide an estimate date upon which the products will be delivered. This may be affected by stock availability.
- 3.3 Magnet shall not be responsible for flight or customs delays on imported or exported products, goods and/or items. Magnet cannot be held responsible for delays on delivery of goods, loss of goods or other damages caused to the goods for whatsoever reason including, but not limited to, force majeure, war, civil riots, acts of terrorism within the Republic of South Africa or in the country where the goods are manufactured or dispatched from, or while in transit.
- 3.4 Magnet’s inability to fulfil any part of the order does not give the Customer the right to cancel the remainder of the order.

4. DELIVERY AND PAYMENT TERMS

- 4.1 Delivery shall be subject to payment being made by the Customer to Magnet via the Website or eCommerce platform or, in instances agreed to by Magnet in writing only, electronic funds transfer (“EFT”).

- 4.2 Magnet shall require full payment prior to delivery.
- 4.3 Where payments are made by the Customer via digital channels (including but not limited to: website redirected transactions), then:
- 4.3.1 Card acquiring and security:
- 4.3.1.1 Any card transactions are made via PayGate (Pty) Ltd which is the approved payment gateway for all South African Acquiring Banks. PayGate 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.paygate.co.za to view their security certificate and security policy.
- 4.3.2 Customer details separate from card details:
- 4.3.2.1 Customer details will be stored by Magnet separately from card details which are entered by the Customer on PayGate's secure website. For more detail on PayGate refer to www.paygate.co.za.
- 4.3 Customer Privacy policy:
- 4.3.3.1 Magnet shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as Protection of Personal Information Act, 4 of 2013 and/or any other legislation that may find force and effect in terms of the protection of customer information, when making transactions online or via digital channels with Magnet.
- 4.4 Magnet shall not be liable nor responsible for any instances of fraud and/or other acts and/or omissions that may cause financial loss, prejudice and/ or detriment to the Customer through

the payment process and/or payment mechanism utilised by the Customer, unless such loss, prejudice and/or detriment is as a result of the gross negligence of Magnet.

- 4.5 Magnet 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 Magnet's 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 the Customer for any amount already paid or as otherwise indicated in these terms and conditions.

5. COOKIES AND/ OR TRACKING TECHNOLOGY

- 5.1 Magnet's Website and eCommerce platform may use cookie and tracking technology depending on the features offered.
- 5.2 Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to Magnet's Website, and understanding how visitors use the Website.
- 5.3 Cookies can also help customize the Website for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if the Customer previously provided personally identifiable information, cookies may be tied to such information.
- 5.4 Aggregate cookie and tracking information may be shared with third parties however, Magnet shall not share any personally identifiable information with any third party, save with the express consent of the Customer.

6. DELIVERY, RISK AND POSSESSION

6.1 The Customer shall take delivery of the goods at Magnet's premises.

6.2 For the purpose of delivery, Magnet will utilise the services of a third party delivery and/or courier company. In that event:

6.2.1 delivery shall take place at Magnet's premises, when the nominated third-party delivery/ courier company collects the goods;

6.2.2 delivery shall be subject to the terms and conditions of the third party delivery/ courier company contracted by Magnet for that purpose; and

6.2.3 where any of the terms and conditions of the third party delivery/ courier company may require the consent and/or the agreement of the Customer, the Customer authorises Magnet to give such consent and/or agreement on the Customer's behalf (for the purposes of delivery only).

6.3 Risk in and to the goods shall pass to the Customer, when delivery takes place, with ownership of the goods having passed to the Customer on payment being received in full.

6.4 In the event of the Customer not taking delivery of the goods, then:

6.4.1 Magnet Electrical Supplies (Pty) Ltd shall notify the customer at its legal address (domicillium citandi et executandi) of this failure; and,

6.4.2 after the expiration of ten (10) days from the posting to that address of such written notice and unless the Customer shall give Magnet instructions to redeliver the goods, at the Customer's expense, Magnet shall be entitled and authorised by the Customer's acceptance of these terms and conditions, to:

6.4.2.1 sell or dispose of the good; and

6.4.2.2 retain from the proceeds the charges, expenses and costs incurred in the processing thereof.

6.5 Notwithstanding delivery taking place at Magnet's premises, for the delivery of the goods to the Customer's nominated address, then:

6.5.1 the nominated delivery must be a physical address, within the Republic of South Africa

7. **SAMPLES**

7.1 Magnet does not hold stock of samples.

7.2 All samples shall be deemed to be and processed as, a usual order and may not be returned for credit or refund at any stage.

8. **RETURN POLICY**

8.1 Any acceptance of returned products is at the sole and absolute discretion of Magnet, and shall be subject to the following:

8.1.1 no returns will be recognised and/or accepted if made later than seven (7) days after delivery.

8.1.2 Magnet will under no circumstance accept returned goods wherein the original packaging and/or receipts do not accompany such goods.

8.1.3 any returns will be subject to a 10% handling fee.

8.1.5 all costs resulting from the transport of returned goods will be for the account of the Customer.

9. WARRANTIES, GUARANTEES, INDEMNITIES (INCLUDING LIMITATION OF MAGNET'S LIABILITIES)

9.1 Magnet warrants that:

9.1.1 it shall use its best endeavours to ensure that the information or use of the website, alternatively other marketing material used shall not lead to any damage to the Customer (notwithstanding that any use of the Website or marketing material shall be at the Customer's discretion and/or risk).

9.1.2 it shall take every care to ensure that all reasonable efforts are made relating to the quality of products and services, such products and/or services can be affected by factors outside its control, and that it accepts no liability (including instances of consequential damages) save for instances of gross negligence.

9.2 No guarantee is given as to the suitability of goods sold for any particular purpose nor that the goods may be fit for any particular purpose.

9.3 Magnet's liability for any goods, which may be proved to be defective, shall be limited to replacing the defective goods or, at the Customer's discretion, passing a credit note for the amount equivalent to the purchase price of the goods (as at the time of purchase or at the date of credit, whichever is the lesser amount).

9.4 Under no circumstances, will Magnet be responsible for any consequential damage of any nature, which may arise out of the goods being defective in any way whatsoever, save for instances of gross negligence on the part of Magnet.

9.5 Insofar as goods supplied by Magnet may be hazardous and/or unsafe it is recorded that the Customer undertakes to consider, read and obey any and all notices displayed on or supplied

with said packaging, and the Customer further undertakes and acknowledges not to use said products in a manner other than directed and for the ordinary use of such goods.

9.6 The Customer herewith agrees and indemnifies Magnet against any and all claims, liabilities, losses, cost, fines, damages, and expenses incurred (whether directly or indirectly), arising as a result of the fact that Magnet has acted on the Customer's instructions or instructions which purport to emanate from the Customer.

9.7 The Customer warrants and acknowledges that it is aware that these terms of credit include clauses aimed at limiting the risk of Magnet and/or constitutes an assumption of risk and/or liability by the Customer.

9.8 The Customer hereby warrants that:

9.8.1 all the information and instruction provided by the Customer is accurate, true and complete in all respects. Any failure to provide accurate, true and complete instructions to Magnet will impact of Magnet's ability to perform and deliver in terms of the information.

9.8.2 where an order is placed with Magnet, the person doing so shall be duly authorised by the Customer to do so.

9.9 The Customer acknowledges that:

9.9.1 the Website may contain links or references to other websites ("**Third Party Websites**") which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and Magnet is not responsible for the practices and/or privacy policies of those Third Party Websites or the "cookies" that those sites may use.

9.9.2 Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at the Customer's own risk and Magnet is not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the Customer's use of such Third Party Websites or reliance on any information contained thereon.

10. PRIVACY POLICY

10.1 On registering an account, the Customer shall be required to disclose certain personal information, which includes but is not limited to:

10.1.1 the Customer name, surname and/ or registered name (as the case may be);

10.1.2 the Customer's email address;

10.1.3 the Customer's physical address;

10.2 Should the Customer's personal information change, the Customer is required to notify Magnet and provide Magnet with updates to the Customer's personal information as soon as reasonably possible to enable Magnet to update the Customer's personal information.

10.3 The Customer may choose to provide additional personal information to Magnet, in which event the Customer agrees to provide accurate and current information, and not to impersonate or misrepresent any person (natural or juristic) or entity or falsely state or otherwise misrepresent the Customer's affiliation with anyone or anything.

10.4 Subject to clause 15.6 below, Magnet will not, without the Customer's express consent, use the Customer's personal information for any purpose other than as set out below:

10.4.1 in relation to the ordering, sale and delivery of goods;

- 10.4.2 to contact the Customer regarding current or new goods or services or any other goods offered by Magnet or any of our divisions, affiliates and/or partners (unless the Customer has opted out from receiving marketing material from Magnet);
 - 10.4.3 to inform the Customer of new features, special offers and promotional competitions offered by Magnet or any of our divisions, affiliates and/or partners (unless the Customer has opted out from receiving marketing material from Magnet); and
 - 10.4.4 to improve our product selection and the Customer's experience on our Website by, for example, monitoring the Customer's browsing habits, or tracking the Customer's sales on the Website
- 10.5 Magnet shall not disclose the Customer's personal information to any third party other than as set out below:
- 10.5.1 to our employees and/or third party service providers who assist Magnet to fulfil and order/transaction relating to the Customer via our Website, email or any other method, for the ordering of goods or when delivering goods to the Customer, and thus need to know the Customer's personal information in order to assist Magnet to communicate with the Customer properly and efficiently;
 - 10.5.2 to Magnet's divisions, affiliates and/or partners (including their employees and/or third party service providers) in order for them to interact directly with the Customer via email or any other method for purposes of sending the Customer marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless the Customer has opted out from receiving marketing material from Magnet);

- 10.5.3 to law enforcement, government officials, fraud detection agencies or other third parties when Magnet holds a *bona fide* and reasonable belief that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these terms and conditions;
- 10.5.4 to our service providers (under contract with Magnet) who help with parts of our business operations (fraud prevention, marketing, technology services etc.). However, our contracts dictate that these service providers may only use the Customer's information in connection with the services they perform for Magnet and not for their own benefit; and
- 10.5.5 to our suppliers in order for them to liaise directly with the Customer regarding any faulty goods the Customer have purchased which requires their involvement.
- 10.6 Notwithstanding the above, Magnet shall be entitled to use or disclose the Customer's personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on Magnet, or to protect and defend our rights or property. In the event of a fraudulent online payment, Magnet is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.
- 10.7 Magnet will ensure that all of our employees, third party service providers, divisions, affiliates and partners (including their employees and third party service providers) having access to the Customer's personal information are bound by appropriate and legally binding confidentiality obligations in relation to the Customer's personal information.
- 10.8 For the purpose of storing the Customer's personal information, Magnet shall save, store and retain digital records of this information, on internal servers situate at Magnet's

premises or at a similar location, used by Magnet solely for these purposes including but not limited to, online, cloud based servers (which may have a physical location anywhere in the world).

11. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

11.1 The Customer nominates their billing address (only if different to the delivery address) as their *domicilium citandi et executandi* for service upon the Customer of all notices and legal processes.

11.2 Any change in *domicilium* will have no effect on this terms and conditions unless reduced to writing and delivered to Magnet.

11.3 Any notice given by either the Customer or Magnet in terms of these Terms and Condition must be in writing and delivered per email, the registered email address of the relevant party.

11.4 Any such notice will be deemed given upon confirmation of receipt of facsimile or email. Notices will be sent to the Customer at the designated address provided by the Customer on the website.

11.5 Notices sent to Magnet must be sent to online@magnetgroup.co.za.

12. SEVERABILITY

12.1 Any part of these terms and conditions, which may be null and void, shall not render the rest of the document unenforceable.

12.2 In the event of any part of these terms and conditions being deemed as contravening a relevant legislative provision, then:

12.2.1 the contravening portion shall be severed from these terms and conditions and

12.2.2 the applicable portions of the legislation shall be read as if specifically incorporated into this document.

13. VARIATION AND/OR UPDATES

13.1 In the event that Magnet Updates and/or varies these terms and conditions, notice to that effect shall be provided to the Customer. The Customer will be required to accept these variations and/or updates prior to their further use of the Website.

14. GENERAL

14.1 The Customer may not delegate any rights or obligations in terms of these Terms and Conditions without the prior written consent of Magnet.

14.2 The "magnetgroup.co.za" website is owned and operated by Magnet. All elements of the website, including but not limited to the images, text, databases, icons, hyperlinks, software, private information, photographs, graphics, illustrations, artwork, design, names, logos and trademarks (collectively, the "content"), are protected by copyright, trademark, design and other South African and international laws relating to intellectual property.

14.3 The Customer and/or any related or unrelated third party may not download, view and print content from the website for private and non-commercial purposes. No portion or element of the website or the content contained thereon may be reproduced or transmitted via any means. The website, its content and all related rights shall remain the exclusive property of Magnet.

14.4 Email addresses, names, telephone numbers and fax numbers appearing on the website may not be incorporated into any database or used for any marketing or other purposes whatsoever.

15. GOVERNING LAW

- 15.1 These Terms and Conditions will be governed by, interpreted and construed in accordance with the laws of the Republic of South Africa.
- 15.2 The *contra pro referentum* rule shall not be applied to the interpretation of this document.
- 15.3 The competent South African court having jurisdiction over any matter arising from these terms and conditions, shall have jurisdiction to hear any matter so arising from this agreement.