

WOUTER GERBER 4x4 CONVERSIONS

Terms and Conditions

Anyone making use of this website and the services of Wouter Gerber 4x4 Conversions Pty Ltd. agrees to be at least 18 years old and agrees to be legally bound by the following terms and conditions. Please note that all products are subject to availability.

1. CANCELLATION

1.1. Wouter Gerber 4x4 Conversions Pty Ltd. reserves the right to cancel any order at its discretion. If either party needs to cancel an order, they're obliged to give written notice to the other party about such cancellation.

1.2. The Customer will be entitled to recover the deposit amount in full or a portion of it, in event of such cancellation. This amount will be set out as follows:

1.2.1. If the cancellation of Standard products/goods was made before any fitment of equipment took place, the Customer will be entitled to the full deposit amount minus a 15% cancellation fee, as agreed by the customer as reasonable and just prior to payment.

1.2.2. If the cancellation of Standard products/goods was made before the powder coating process took place, the Customer will also be entitled to the full deposit amount minus a 15% cancellation fee, as agreed by the customer as reasonable and just prior to payment.

1.2.3. The customer won't be entitled to recover any of the deposits where Custom products/services were cancelled. Wouter Gerber 4x4 Conversions Pty Ltd. will be entitled to the full deposit in such an event.

2. DELIVERY

2.1. The product can be delivered at the Wouter Gerber 4x4 Conversions Pty Ltd. physical address: 97 All Black Street, Anderbolt, Boksburg. It can also be delivered through courier service at the Customer's expense (see warranty stipulations below).

2.2. The Customer agrees to have the right of inspecting and accepting the products upon signing acceptance for the delivery.

2.3. If the Customer (or appointed party) fail to accept the delivery within 3 business days after the product is completed, the Customer will be liable for all storage costs involved until it's delivered.

2.4. Handling Fee – A handling fee of 10% is refundable within 7 days of notifying us that there is a possible return. No refund will be done if the product is damaged.

3. DEPOSIT

3.1. The customer should take note that any order for any products/services from Wouter Gerber 4x4 Conversions Pty Ltd., will **only** be placed as soon as the deposit is paid in full.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. By accepting the delivery, the Customer acknowledges that the Copy Right and all Intellectual Property Rights to all products/goods designed by Wouter Gerber 4x4 Conversions Pty Ltd., **exclusively** belongs to Gerber's. This includes all reproductions, parts and portions, accessories, modifications, enhancements, and corrections made by Wouter Gerber 4x4 Conversions Pty Ltd.

4.2. Neither the Customer, nor any other party may attempt any change, modification, reverse engineering, or copying to distribute any of the products designed by Wouter Gerber 4x4 Conversions Pty Ltd at all. Unless otherwise stated by any South African Laws applicable.

5. LIABILITY LIMITATIONS

5.1. Any claim that the Customer might have against Wouter Gerber 4x4 Conversions Pty Ltd., will be limited to the totality of the amount on the invoice of the specific product or service in dispute. Wouter Gerber 4x4 Conversions Pty Ltd. will not be liable for any other damages or losses to the Customer. No matter how or whether it may or may not be caused by any of its contractors, employees, or agents, and regardless of whatever actions might have been the cause.

6. OWNERSHIP AND RISKS

6.1. As soon as the products leave the premises of Wouter Gerber 4x4 Conversions Pty Ltd., the risks for damages involved transfer on to the Customer.

6.2. The Customer **only** takes ownership of the products as soon as the purchase amount is paid in full to Wouter Gerber 4x4 Conversions Pty Ltd. No products will be dispatched before that.

7. PRIVACY POLICY

7.1. Wouter Gerber 4x4 Conversions Pty Ltd. complies with the POPIA laws and regulations of South Africa. Wouter Gerber 4x4 Conversions Pty Ltd., hereby pledges to respect and protect the Customer's personal information and data collected by them, accordingly.

8. WARRANTY

8.1. Wouter Gerber 4x4 Conversions Pty Ltd. warrants all its products to perform according to the given specifications. Wouter Gerber 4x4 Conversions Pty Ltd. also undertakes to replace or correct any product which does not perform according to the specifications and following warranties:

8.1.1. Two-year structural-integrity warranty

8.1.2. One-year warranty on all locks, hinges and supporting struts

8.1.3. One-year coating-warranty

8.2. Only defects present at the time of delivery and damages caused by normal use of the products will be covered by the warranty.

8.3. There will be no warranty cover for damages caused by any negligence of anyone after delivery, or defects due to lack of maintenance and improper or incorrect use (other than its intended function).

8.4. There will also be no warranty for problems regarding leaking or fitting of products that were couriered to the Customer.

8.5. The warranties are only redeemable at Wouter Gerber 4x4 Conversions Pty Ltd. in Boksburg.

8.6. Wouter Gerber 4x4 Conversions Pty Ltd. proud itself of the highest quality products, services, quality control and maintaining its warranties.

8.7. For any trouble or adversity, please call Wouter Gerber 4x4 Conversions Pty Ltd. at: [011 979 4817](tel:0119794817) (emergency: [0718740258](tel:0718740258)). Or email wouter@gerbers4wd.co.za