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## TERMS OF SALE

THIS SALE OF GOODS AGREEMENT (“AGREEMENT”) GOVERNS YOUR PURCHASE AND USE OF THE PRODUCTS. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING TO ACCEPT IT OR BY PURCHASING THE PRODUCTS, YOU AGREE TO THE TERMS OF SALE IN THIS AGREEMENT. IF YOU ARE UNDER THE AGE OF 18, YOU REPRESENT THAT YOUR LEGAL GUARDIAN HAS REVIEWED AND AGREED TO THESE TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY TO THESE TERMS. IN THIS AGREEMENT YOU AS THE CUSTOMER ARE REFERRED TO AS “YOU” OR “CUSTOMER.”

### 1. Introduction

- 1.1. This agreement governs your purchase and use of the Products.
- 1.2. If you are under 18 (eighteen) years of age, you are required to ensure that your legal guardian has reviewed and agreed to this agreement.
- 1.3. If you are entering into this agreement on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms of this agreement.

### 2. Definitions

- 2.1. “Account” means the method of payment provided for the payment of Fees by you, being the Supplier’s: bank account for EFT purposes; Paypal account; payment gateway account; card merchant facility; or such other method that the Supplier accepts for payment purposes.
  - 2.2. “Agreement” means this Agreement for the sale of Products by the Supplier to you, as read with the Order Form.
  - 2.3. “You” means the person purchasing the Products, and includes your heirs and successors in title.
  - 2.4. “Custom Order” means an order for Products that are commissioned, modified, personalised, customised or manufactured, in accordance with your specific requirements.
  - 2.5. “Commencement date” means the date you order Products from the Supplier by submitting your completed Order Form.
  - 2.6. “Confidential information” means all personal and business information disclosed by either party to the other party, being information that is confidential, relates to that party’s business or personal affairs, or is not generally available to the public. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation herein, (ii) was known to the receiving party prior to disclosure, (iii) is received from a third party without breach of any obligation, or (iv) is legally required to be disclosed.
  - 2.7. “Delivery Address” means the address at which you will accept delivery of the Products, being the address specified as such in the Order Form.
  - 2.8. “Fees” means the purchase price, fees and charges payable by you to the Supplier for the purchase and, where applicable, the delivery of the Products.
  - 2.9. “Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
  - 2.10. “Personal page/s” means any web-pages on the Website containing your personal, subscription or order information.
  - 2.11. “Order Form” means the form completed and submitted by you to purchase the Products. This form will specify, amongst other things, the Products purchased, any Custom Order specifications, your delivery address and your details.
  - 2.12. “The Supplier” means Efficient Lubrication (Pty) Ltd with registration number -2018/625280/07
  - 2.13. “Products” means the Products sold by the Supplier and purchased by you as identified in the Order Form, and as marketed and described on the Website, including any applicable offline components.
  - 2.14. “Website/s” means [www.efficientlubrication.co.za](http://www.efficientlubrication.co.za) and may include such other Website/s owned, managed and/or administered by the Supplier, and further includes, as applicable, any associated mobile applications
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and/or social media platforms developed, managed and/or administered by the Supplier in association with the Website/s.

- 2.15. Reference to the singular includes the plural, reference to natural persons includes legal persons, and reference to gender includes the other gender.
- 2.16. Any rule of construction that an agreement is interpreted against the party responsible for the drafting will not apply.

### **3. Commencement and Cancellation**

- 3.1. This agreement will commence on the Commencement Date and will apply to the sale and delivery of all Products purchased by you from the Supplier, regardless of whether the Products are specified on the Order Form. This agreement may be amended and updated by the Supplier from time to time, and thus it is your responsibility to review these terms and conditions with the completion of each Order Form for any changes that may have been made.
- 3.2. If you cancel any order for Products, you will be liable to pay a cancellation penalty amounting to:
  - 3.2.1. 5% in respect of any Products that are Custom Orders if the manufacturing and/or modification process has already started as at the date of the Supplier's receipt of the cancellation;
  - 3.2.2. 5% in respect of any and all other Products if cancellation is received less than 24 (twenty-four) hours before the scheduled delivery and/or scheduled hand-over to the courier or delivery agent;
  - 3.2.3. 15% in respect of all other Products if cancellation is received more than 24 (twenty-four) hours before the scheduled delivery and/or scheduled hand-over to the courier or delivery agent.

### **4. Fees and Charges**

- 4.1. The purchase price and other Fees payable by you for the purchase of the Products will be in terms of the pricing schedule reflected on the Website at the date and time of your completion of the Order Form. This is regardless of any differing prices quoted in any catalogue, price lists, adverts, or other marketing channels, as these prices are subject to both expiry and amendment without notice. For any Products sold that are not specified on the Website, the standard pricing charged by the Supplier will apply.
  - 4.2. Fees are payable in full on submission of the Order Form, without deduction or set-off.
  - 4.3. If any additional fees or charges become payable for whatever reason, these fees will be payable immediately on demand.
  - 4.4. If the Supplier agrees to deliver the Products to a Delivery Address that is not the Supplier's distribution depot, delivery charges will be payable by you in accordance with the Supplier's standard delivery fees.
  - 4.5. The Supplier will provide the Account to which all Fees will be paid. You agree to pay the Fees to the Account by bank transfer, using a debit or credit card, or using such other payment method that may be accepted by the Supplier. Offline EFT payments must be made within 24 (twenty-four) hours after the submission of the Order Form. The Supplier will be entitled to obtain validation of your payment before delivering the Products.
  - 4.6. You warrant that the accountholder authorises and consents to: the payment of the Fees; and the Supplier's deduction of all Fees due by you to the Supplier.
  - 4.7. Any discounts offered or agreed to by the Supplier on any Products or related to any order/s for Products will not amend the Supplier's price list nor establish any precedent, and will only be enforceable if agreed to by the Supplier in writing. Discounts will be at the Supplier's sole discretion and treated on an ad hoc basis. Should the Supplier apply a general discount, offer a bulk discount, or make Products available on a discounted sale price, such discount or sale price will be entirely at the Supplier's sole discretion, will be subject to the terms and conditions specified by the Supplier, will apply only in respect of the Products identified by the Supplier, and will expire: when withdrawn by the Supplier at its discretion; when stock runs out; or on the expiry date determined by the Supplier, whichever is the earlier date. Any discounts offered or awarded will not apply to delivery fees.
  - 4.8. Any vouchers, coupons or discount codes issued or accepted by the Supplier will be subject to expiry as specified on the voucher, coupon or discount code. If no expiry date is recorded, then the expiry date will be deemed to be 12 (twelve) months after the date that the voucher, coupon or discount code was issued. Only one voucher, coupon or discount code may be used per purchase, and no change or credit will be given should the amount of the voucher, coupon or discount be more than the purchase price.
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- 4.9. Any outstanding amounts, being due and payable by you, will attract a penalty of prime plus 10% per month, compounded monthly.
- 4.10. If the Supplier takes action against you for the payment of any amount owed to the Supplier which, despite demand, remains unpaid, you will be liable for all collection costs, commissions and charges incurred on an attorney and client basis.

## 5. Process and Delivery

### *Purchase orders*

- 5.1. All orders for Products must be placed using the Order Form through the Website, and will be subject to acceptance by the Supplier. It is your responsibility to ensure that the correct order details are entered into the Order Form. You must, using the Order Form, specify with certainty: exactly which Product/s are being ordered; the quantity of each Product ordered; any special requirements; and the billing and delivery information. The Supplier will not be liable for any damages suffered, or for any delays, claims or losses, due to any inaccurate, insufficient, ambiguous, incorrect, or conflicting information submitted by you in the order. If you subsequently realise that you have made an error on the Order Form, you must notify the Supplier without delay. The Supplier does not, however, guarantee that it will be able to amend the Order Form in accordance with your requirements.
- 5.2. If the Supplier reasonably believes that the Order Form was submitted fraudulently, or if payment was made fraudulently or using a fraudulent card or account, the Supplier will be entitled to cancel the order immediately and without notice.
- 5.3. The Supplier does not guarantee that all the requirements in your order will be met. Where any portion of the order cannot be met and/or requires variation for whatever reason, the Supplier will contact you to discuss any variations to the order and/or any refund due.
- 5.4. The Products will be ordered in accordance with the description and features described on the Website, which may be revised, upgraded, added to, or otherwise amended on agreement by the Supplier from time to time.
- 5.5. The Supplier will have the right to cancel, reduce, refuse, suspend, or delay delivery of any order placed if you fail to make any payment due to the Supplier, including non-payment of previous orders.
- 5.6. Fulfilment of orders will be subject to availability of the Products. The Supplier makes no guarantee that all Products ordered will be immediately available for delivery, or available at all. The Supplier will refund you for any payment made for the purchase of Products that the Supplier is unable to deliver.
- 5.7. Each order for Products will be a separate and independent transaction and you are required to make payment accordingly. You will not be entitled to set-off any refund or credit due or allegedly due by the Supplier against any purchase order without the Supplier's prior agreement.
- 5.8. Where there is an unintended problem with the Website, including due to hacking, virus, system glitch or IT fault, programming error, the Supplier will not be bound to honour any orders placed while the problem persists, and may, in the Supplier's discretion, cancel the order and refund any payment made.

### *Delivery*

- 5.9. The Products are only available for delivery in South Africa.
- 5.10. The Supplier will deliver the Products to the Delivery Address, and delivery to this address will be considered valid delivery. All risk in and to the Products will pass to you upon delivery to the Delivery Address. You will be responsible for ensuring that the complete and correct Delivery Address is stated in the Order Form, including the postal code, suburb name and using the correct spelling. You will pay for any additional costs, and will bear any losses or damages incurred, due to delays, non-delivery, or loss of Products as a result of delivering or attempting to deliver to a Delivery Address where the details provided are incomplete, incorrect, or ambiguous. You will ensure that the correct Delivery Address is fully and completely supplied with the submission of each Order Form.
- 5.11. Where the Delivery Address is the Supplier's distribution depot, the Supplier will notify you when the Products are available for your collection from the distribution depot. If you fail to collect the Products within 7 working days of delivery to the Supplier's distribution depot (where this is the appointed Delivery Address), the Supplier will consider the Products to be returned in terms of the Supplier's returns policy.
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- 5.12. Where the Delivery Address is a postal or physical address, delivery may be on a counter-to-counter or counter-to-door basis, and an additional delivery charge will be levied. The delivery charge is payable before delivery of the Products.
- 5.13. If you supply a postal address as the Delivery Address you undertake to collect the Products from the postal service without delay. If you refuse delivery or fail to collect the Products within the time frame specified by the postal service, the Products will be returned to the Supplier and dealt with in terms of the Supplier's returns policy. If the Products are returned due to non-collection and you subsequently request delivery, the Supplier will attempt a re-delivery after you have paid for any additional delivery costs incurred.
- 5.14. If you supply a physical address as the Delivery Address, you warrant that any person present at the Delivery Address at the time of delivery is authorised to receive the Products. You accordingly agree that delivery to any competent person at the Delivery Address will be valid delivery at which point all risk in the Products will pass to you. If there is no competent person present at the Delivery Address on the first delivery attempt, the courier service will leave a calling card requesting you to contact them to make suitable arrangements for delivery. If you do not contact them, or if a second delivery attempt fails, the Products will be returned to the Supplier and dealt with in terms of the Supplier's returns policy. If you subsequently request delivery, the Supplier will attempt a re-delivery after you have paid for any additional delivery costs incurred.
- 5.15. The Supplier will endeavour to deliver the Products within the time period displayed on the Website, and will keep you updated on the anticipated delivery date, including any delays in delivery. You acknowledge that delivery times are only estimates, time is not of the essence, delivery may be delayed for reasons outside of the Supplier's control, and delays will not be sufficient reason to cancel the order. You understand that many variables may be involved in the supply and delivery of the Products including, without limitation, labour constraints, service interruptions, third party obligations and default, shortage of materials, shortage of resources, importation and transportation issues, outbreak of war, terrorist activities, natural disasters, pandemics, and other issues outside of the Supplier's reasonable control. Accordingly, the Supplier will not be liable for any damages or penalties due to any delays in delivery or failure to give notice of delay for any reason. You understand that if the Supplier needs to place an order on international suppliers to supply the Products, delivery may take longer than anticipated.
- 5.16. Delays in delivery will not entitle you to cancel any order, except where delivery is delayed for longer than 14 working days after the initial anticipated delivery date notified by the Supplier for reasons that are within the Supplier's reasonable control.
- 5.17. On delivery, you will be required to receive the Products and sign acceptance of the delivery. You are required to inspect the Products for any obvious defects or damage before signing. Delivery to the Delivery Address constitutes valid delivery, and your failure to collect, receive, or accept the Products will not cancel this Agreement.
- 5.18. After inspecting the Products during the delivery process, if there transpires to be a problem with the order, such as incorrect Products, incorrect quantity, damages or breakages, then you must note the problem on the delivery note, and must also notify the Supplier by email at [orders@efficientlubrication.co.za](mailto:orders@efficientlubrication.co.za) of the delivery. You must ensure that all details of the problems are included in the email. The Supplier will resolve the problem as soon as reasonably possible, including, as applicable, delivering the correct or additional Products to the Delivery Address.
- 5.19. You may request the Supplier to change the Delivery Address after submitting the Order Form but before delivery, but the Supplier cannot guarantee that the change will be affected, and you remain responsible for collecting the Products from the Delivery Address stated in the Order Form.
- 5.20. If the Supplier is unable to fulfil the order, for any reason and in the Supplier's discretion, the Supplier will notify you of the cancellation and refund any Fees paid. Alternatively, the Supplier may offer an alternative Product or a credit voucher, but you are not obliged to accept an alternative Product or credit voucher and may elect to receive a refund.
- Ownership in the Products:*
- 5.21. The Supplier will own the Products until all Fees due by you have been paid, despite delivery.
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- 5.22. You will not remove, change, add to or disguise any names, logos, trademarks, safety warnings, or other information on or attached to the Products.

## **6. Returns and Defects**

- 6.1. You must ensure that the correct Product specifications are recorded in the Order Form, such as model, quantity, sizing, colours, finishes, materials, accessories, and other relevant specifications. The Supplier's sole responsibility is to deliver Products that reasonably match these specifications. The Supplier is not liable if the specifications provided by you are incorrect, incomplete, or inadequate in any way. You understand that there may be minor variations due to, as applicable, use of natural materials, colour batches, immaterial adjustments to fabrics, materials or designs, or variations to expectations caused by your screen or device settings.
- 6.2. Where you have not had the opportunity to examine the Products or identical samples before placing the order, you may return or exchange the Products within 5 working days after delivery. No other Products may be exchanged or returned without the Supplier's consent.
- 6.3. If the Supplier accepts any Products for refund or exchange, the Products must be returned unused, with all labels attached, in their original packaging, and in a saleable condition.
- 6.4. No refund, repair, or replacement of any Products will be accepted if the Products:
- 6.4.1. constitute a Custom Order;
  - 6.4.2. were advertised by the Supplier as sales items, reduced to clear, seconds, damaged stock, special offers, used, or where the nature of the defect was disclosed before completion of the Order Form;
  - 6.4.3. comprise of Products that by their nature cannot reasonably be accepted for return; and/or
- 6.5. Any defective Products must be returned as soon as possible after you become aware of the defect, but no later than 6 (six) months after date of delivery of the Products to you. The Supplier will determine if the Product is defective and the cause of the defect, acting reasonably in making that determination. Only Products that were defective as at time of delivery, including defects that may only become apparent under normal operation of the Product in accordance with manufacturer guidelines, will be considered for repair, exchange, or refund. Defective Products returned later than 5 days after delivery will be forfeited. Where it transpires that the defect was caused by: you, user or third party action or negligence; pets, pests or other animals; using the Product otherwise than in accordance with manufacturer's guidelines or in the manner in which it was intended; incorrect storage or care of the Product; accident; an act of God; normal wear and tear; abnormal use; or any other cause unrelated to the Supplier or the manufacturer, the defective Product will not be accepted for return by the Supplier. Costs of returning the defective Product to the Supplier, calculated on the Supplier's standard returns rate, will be reimbursed to you if it transpires that the Products were defective at time of delivery. If the Supplier rejects the return, the Products will be returned to you after you pay for the delivery fees.

Any Products that are returned to the Supplier for any reason must be addressed to: Pretoria Branch: Unit 2, N4 Gateway Industrial Park, 22 Rooiberg Street, Willow Park Manor, Pretoria 0184.

must ensure that all Products being returned to the Supplier are properly packaged. Delivery of returned Products to the Supplier is at your risk, and you will be liable for any loss or damage to Products during the delivery process.

- 6.6. You must ensure that the Products are operated, stored, maintained, serviced, used, and cared for in accordance with the manufacturer's instructions. Damages resulting from a failure to do so will be borne by you.
- 6.7. Any refunds authorised by the Supplier will be made in accordance with your original payment method, at the actual Rand value paid, and less delivery fees.

## **7. Supplier obligations**

- 7.1. The Supplier may from time to time offer you improvements, upgrades, accessories, or additions to the Products that may generally be introduced by the Supplier. But the Supplier is not obliged to: make improvements or additions freely available; replace Products already purchased by you; or change any combinations of the Products to satisfy your requirements.
- 7.2. The Supplier reserves the right to modify, improve, or add to the Products or to discontinue supplying the Products or any Product line or part thereof at any time.
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- 7.3. The Supplier will use commercially reasonable efforts to deliver the Products in accordance with your requirements specified in the Order Form.
  - 7.4. The Supplier will perform its services and discharge its obligations conscientiously and in accordance with reasonable requirements and industry standards.
  - 7.5. Subject to the Supplier's Privacy Policy, the Supplier will keep confidential, all confidential information disclosed by you.
  - 7.6. The Supplier will keep a full record of your order for the duration prescribed by law. The Supplier will, on written request received within 12 (twelve) months following the Commencement Date, provide you with a copy of your order details.

## **8. Customer Obligations**

- 8.1. You will ensure the correctness of the information in the Order Form, and will bear all risk if you provide erroneous, incomplete, or ambiguous information.
- 8.2. If there are any complaints, you agree to describe your cause of complaint accurately and in detail, including any evidence you may have, so that the Supplier can investigate and, where possible, remedy and resolve the incident, issue or complaint.
- 8.3. You undertake not to: (i) access or use the Website to store or transmit Malicious Code or attempt to do so, (ii) interfere with or disrupt the integrity or performance of the Website or attempt to do so, (iii) gain or attempt to gain unauthorised access to any part of the Website or its related systems or networks, (iv) use any comment box on the Website to post content or initiate communication that is false, unlawful, abusive, discriminatory, inflammatory, or otherwise objectionable, or for any illegal purpose of whatsoever nature, or to upload or otherwise make available any content that you do not have the legal or contractual right to disclose, or otherwise infringes upon any third person's legal rights, or to upload or otherwise make available or transmit any unsolicited or unauthorized advertising or promotional material, (v) falsely state, impersonate, or otherwise misrepresent any person's identity or personal particulars.
- 8.4. You undertake not to (i) create derivative works based on the Website, (ii) copy, frame or mirror any part or content of the Website, other than copying or framing for your own personal and not-for-profit purposes, or (iii) access the Website in order to build a competitive product or service, or copy any features, functions or graphics of the Products.
- 8.5. You warrant that you are not under the age of 16, and further that your guardian has given consent to the order if you are under the age of 18.
- 8.6. You confirm that if your purchase of the Products is conditional upon the delivery of any future advantages or benefits, or is based on any representations or promises regarding the Product, then you will include this information in the Order Form.

## **9. Warranties, Exclusions and Indemnities**

- 9.1. The Supplier warrants that the Products will be of a satisfactory quality and will meet the Product specifications as advertised on the Website.
  - 9.2. It is your responsibility to ensure that the Products are suitable for your requirements and that they meet your individual needs.
  - 9.3. Custom Orders will be provided according to the written specifications in the Order Form, as accepted and agreed to by the Supplier, and the Supplier does not warrant that they will meet your specific usage requirements. You accept all risk in Custom Orders.
  - 9.4. You understand that all photographs on the Website are provided for illustrative purposes only, and that the Products, models, designs, colours, finishes, and/or accessories displayed will not necessarily be available for purchase. Sizes, colours, and materials featured on the Website are illustrative, may be distorted by screen or device settings, and may not exactly match the Products delivered.
  - 9.5. The Supplier will use all reasonable endeavours to ensure that the Website remains live, that downtime is limited, and that virus protection, firewalls, and security protection is implemented and updated at a minimum according to industry standards. The Supplier will use commercially reasonable efforts to protect the security, confidentiality, and integrity of all Confidential Information submitted to the Supplier and/or via the Website. However, the Supplier does not warrant any of this, nor will the Supplier be liable for any downtime, system errors, Malicious Code, hacking, or third-party damage that may arise.
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- 9.6. Any content posted on or transmitted through any comments or reviews boxes on the Website is and remains the sole responsibility of the person who posted or transmitted the content. The Supplier will bear no liability for any such content.
- 9.7. If you appoint someone to place an order on your behalf, or make use of Order Forms other than via the Website, including manually-completed Order Forms or emailed orders, you will bear all risk for any errors or omissions, and for any incorrect or incomplete orders placed on your behalf or using such other Order Forms or processes.
- 9.8. The Supplier does not warrant any information provided by any distributor, reseller, franchisee, or other independent sales representatives or sales agents, ("Business Associates") whether or not they are designated by the Supplier as "approved" or "authorised". You acknowledge that Business Associates are not the Supplier's agent, employees, contractors, or partners and have no authority to act on the Supplier's behalf, or to make any warranties, promises, or representations regarding the Supplier or the Products.
- 9.9. **Except as expressly provided in this Agreement, the Supplier makes no warranties of any kind, whether express, implied, or otherwise, and the Supplier specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.**
- 9.10. **The Supplier's liability with respect to any single incident arising out of or related to this agreement will not exceed the replacement cost of the Product related to the incident.**
- 9.11. **The Supplier will not be responsible for any direct, indirect, consequential, general, or special damages, or any loss of profit or revenue, or any injury or death, that may be suffered by any person for any reason. You indemnify the Supplier against all and any such claims.**
- 9.12. The Supplier will not be liable for any force majeure or acts of God that prevent it from ordering, receiving, supplying or delivering the Products, including: acts of government, border control delays, interruption of essential services, natural disasters, pandemics, fires, civil unrest, acts of terror, strikes or other labour issues, or internet failures or delays. Where a force majeure persists for longer than 90 (ninety) days after the submission of the Order Form, the Supplier may, in its discretion, cancel the order and refund all Fees paid.

## 10. Intellectual Property Infringement

- 10.1. You acknowledge and agree that the Supplier owns or is entitled to all copyright, trademarks, logos and intellectual property in the Products and associated designs and processes, and including the Website. You will not acquire any right to any such intellectual property.
- 10.2. The Supplier will reimburse you for any expenses, including reasonable attorney fees and costs, that you may incur should the Product become the subject of a genuine legal action alleging that the Product infringes a third party's patent, trademark or copyright, provided that you notify the Supplier about the claim immediately, and no more than 2 (two) business days after you become aware of it. The Supplier will have the right to control the defense and/or settlement of any such claim.
- 10.3. Notwithstanding 10.2, the Supplier will have no obligation for any claim under this clause 10 if: any part of the Product has been modified by a person other than the Supplier; any part of the Product has been used in combination with other items or goods; the Supplier had already provided you with a replacement or upgraded Product that corrects the infringement.
- 10.4. The remedy in this clause 10 constitutes the Supplier's entire liability and your sole remedy for any Product's infringement of any copyright, patent, trade secret, or other intellectual property right.

## 11. Breach

- 11.1. Should either party commit a breach of this agreement and fail to remedy such breach within 20 (twenty) business days after receipt of written demand, the aggrieved party will be entitled to either claim specific performance or to cancel this agreement and claim damages, which damages shall be subject to clause 9 above.

## 12. General

- 12.1. You choose your email address as the address at which you will accept all notices and communications. Supplier chooses as the address at which it will accept legal notices and other communications: Pretoria Branch: Unit 2, N4 Gateway Industrial Park, 22 Rooiberg Street, Willow Park Manor, Pretoria 0184.
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- 12.2. You will not cede or assign any of your rights or obligations under this Agreement without the Supplier's prior written consent.
- 12.3. Every attempt has been made to ensure that this agreement has been drafted in accordance with all statutory requirements, and any non-compliance is unintended. If any provision is held to be unenforceable for any reason, including due to a statutory requirement or a subsequent change to the law, the provision will be adjusted, if possible, to achieve the intent within legal parameters. If adjustment is not possible, the provision will be deleted, and all other provisions will remain valid and enforceable.
- 12.4. The Supplier reserves the right to modify this Agreement at any time, and without prior notice, by posting the amended terms on the Website. Your completion of each and every Order Form constitutes your acceptance of the most current Agreement, as amended.
- 12.5. All copyright subsisting on the Website belongs to the Supplier and all rights not expressly granted are reserved.
- 12.6. This agreement constitutes the whole agreement between the parties. These terms will prevail over any separate terms, including any further conditions or stipulations provided by you and/or Business Associates, which conditions and stipulations are expressly waived and excluded.
- 12.7. No indulgence will be a waiver of any rights or prevent a party from enforcing compliance with this agreement.

### **13. Supplier's Details**

- 13.1. Registered Name: Efficient Lubrication (Pty) Ltd
- 13.2. Registration Number: 2018/625280/07
- 13.3. Email Address: Sam@efficientlubrication.co.za

Pretoria Branch: Unit 2, N4 Gateway Industrial Park, 22 Rooiberg Street, Willow Park Manor, Pretoria 0184.

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