

CITY TYRES – TERMS AND CONDITIONS OF USE AND SALE

Welcome to City Tyres. Please read these Terms and Conditions ("Terms") carefully before using our website, purchasing our products, or utilizing our in-store fitment services. By accessing our services, you agree to be bound by these Terms.

1. Definitions and Interpretation

- **"Company"**, **"City Tyres"**, **"we"**, **"us"**, or **"our"** refers to City Tyres and its affiliates.
- **"Customer"**, **"you"**, or **"your"** refers to any person or entity purchasing products or services from City Tyres.
- **"Products"** refers to tyres, wheels, batteries, brakes, shocks, and any other automotive

components sold by City Tyres.

- **"Services"** refers to tyre fitment, wheel alignment, balancing, and any mechanical or technical labor provided.

2. Product Pricing and Availability

- **Pricing:** All prices displayed online or in-store are quoted in the local currency and are inclusive of Value Added Tax (VAT) unless stated otherwise.
- **Errors:** While we strive for absolute accuracy, City Tyres reserves the right to correct pricing errors. If a product is listed at an incorrect price, we reserve the right to cancel the order, even if it has been confirmed or paid for, and issue a full refund.
- **Stock Availability:** All products are subject to stock availability. If a product is out of stock after an online purchase is made, we will

notify you to offer an alternative or a full refund.

3. Online Orders, Payments, and Security

- **Contract of Sale:** An online order only constitutes a binding contract once City Tyres has processed the payment and sent a formal order confirmation.
- **Payment Methods:** We accept valid credit/debit cards, Electronic Funds Transfers (EFT), and approved secure third-party payment gateways.
- **Security:** All online payments are processed through secure, encrypted payment gateways. City Tyres does not store your full financial credentials.

4. In-Store Fitment and Services

- **Booking and Collection:** Products purchased online for in-store fitment must be fitted at the selected City Tyres branch within 14 business days of notification, unless otherwise agreed.
- **Vehicle Assessment:** Before performing any service (e.g., wheel alignment or balancing), our technicians will inspect your vehicle. If pre-existing mechanical issues (such as worn suspension components) prevent proper alignment, we reserve the right to decline the service until the faults are rectified.
- **Wheel Nuts and Safety:**

Important Safety Notice: It is the Customer's responsibility to return to a City Tyres branch or check their vehicle's wheel

nuts/bolts after driving the first 100 kilometers following any wheel removal or fitment service.

5. Refunds, Returns, and Cancellations

Our refund and returns policy aligns with national consumer protection laws:

- **Unused Products:** Products may be returned within 10 business days of purchase for a full refund or exchange, provided they are unused, undamaged, have not been fitted to a vehicle/rim, and are accompanied by the original tax invoice.
- **Special Orders:** Products specifically back-ordered or customized for a customer may be subject to a reasonable handling/restocking fee or may be excluded from regular return policies.
- **Cancellation:** If you cancel an order before

fitment or delivery, a processing fee may apply depending on the nature of the order.

6. Product Warranties and Guarantees

- **Manufacturer Warranties:** All new tyres, batteries, and components are backed by their respective manufacturer's warranties against manufacturing defects. This warranty is subject to the specific terms set by the manufacturer (e.g., tread wear depth limits).
- **Exclusions:** Warranties do not cover damages resulting from:
 - Road hazards (e.g., punctures, cuts, impact breaks, or potholes).
 - Improper tyre inflation or vehicle overloading.
 - Mechanical defects of the vehicle (e.g., faulty alignment causing uneven wear).

- Intentional neglect, racing, or off-road use not specified for the tyre type.
- **Service Guarantee:** City Tyres guarantees its workmanship (alignment and balancing) for a period of 30 days or 2,000 kilometers from the date of service, whichever occurs first.

7. Limitation of Liability

- City Tyres, its directors, and employees shall not be liable for any direct, indirect, incidental, or consequential damages, losses, or expenses arising from the use of our products, services, or website.
- We do not accept liability for any damage to vehicles resulting from pre-existing mechanical failures or modifications not disclosed to our technicians prior to the commencement of work.
- Customers leave their vehicles at City Tyres

branches at their own risk. While we take utmost care, the company is not liable for loss or damage due to fire, theft, or force majeure events.

8. Privacy and Data Protection (POPIA / GDPR Compliance)

- City Tyres respects your privacy. Any personal information collected during purchases, registrations, or marketing opt-ins will be securely processed in accordance with local data protection laws.
- Your information will not be sold or shared with third parties, except for essential service providers (e.g., courier services or payment processors) strictly required to fulfill your order.

9. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of the country/state in which City Tyres operates. Any disputes arising from these terms shall be subject to the exclusive jurisdiction of the local courts.

10. Amendments to Terms

City Tyres reserves the right to modify, update, or alter these Terms and Conditions at any time without prior notice. The version published on our website at the time of your transaction will apply.

Contact Us: For any queries regarding these Terms and Conditions, please contact our Customer Support team at Citytyres@hotmail.co.za.

