

VENDOR TERMS AND CONDITIONS

The Part Supplier (Pty) Ltd

and

The Vendor

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1 Introduction and Acceptance of Terms

- 1.1 These Vendor Terms and Conditions ("**Terms**") constitute a legally binding agreement between The Part Supplier (Pty) Ltd (Registration Number: 2025/778881/07), trading as Partfinders ("**Partfinders**", "**we**", "**us**" or "**our**"), and any person or entity registering as a vendor ("**Vendor**", "**you**" or "**your**") on the Platform.
- 1.2 By registering a Vendor Account, ticking the acceptance box, or paying any Subscription Fees, you hereby:
 - 1.2.1 agree to be bound by these Terms in their entirety;
 - 1.2.2 acknowledge that your electronic acceptance constitutes a valid and binding agreement in terms of the Electronic Communications and Transactions Act 25 of 2002 ("**ECTA**"), with the same legal force and effect as a written signature; and
 - 1.2.3 warrant that you have the full legal capacity and authority to enter into and be bound by this agreement.
- 1.3 If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In such an event, "you" and "your" will refer to that entity.
- 1.4 These Terms supersede any prior agreements, arrangements, or understandings, whether written or oral, between you and Partfinders regarding the subject matter herein.
- 1.5 If you do not agree to all the provisions of these Terms, you may not register as a Vendor or use the Platform.

2 Nature of the Platform and Relationship of Parties

- 2.1 The Platform operates solely as an online advertising and listing service that connects independent Vendors with potential Buyers of vehicle parts. The Platform shall not be construed as a marketplace, reseller, broker, logistics provider, payment facilitator, or transaction intermediary.
- 2.2 All sales contracts are concluded directly and exclusively between the Vendor and the Buyer. Partfinders is not a party to any such contract and bears no responsibility for the terms, performance, or enforcement thereof.
- 2.3 Partfinders expressly disclaims any role as:
 - 2.3.1 an agent, broker, intermediary, or auctioneer in any transaction;
 - 2.3.2 a payment processor for Vehicle Parts;
 - 2.3.3 a provider of delivery or logistics services, and assumes no responsibility for risk of loss; or

- 2.3.4 an inspector, verifier, or guarantor of the quality, authenticity, availability, or legality of any Vehicle Parts listed on the Platform.
- 2.4 The Vendor acknowledges and agrees that Partfinders provides no warranties or representations regarding the number of enquiries, leads, or sales that may be generated through the Platform.
- 2.5 The relationship between Partfinders and the Vendor is that of independent contractors. Nothing in these Terms shall be construed to create a partnership, joint venture, employment relationship, agency, or fiduciary duty between the parties, nor to impose any liability on Partfinders for the Vendor's acts or omissions.

3 No Authority or Representation

- 3.1 The Vendor shall not represent, imply, or suggest to any Buyer or third party that it is acting on behalf of, as an agent for, or in partnership with Partfinders.
- 3.2 The Vendor is strictly prohibited from making any representation that:
 - 3.2.1 Partfinders endorses, certifies, or guarantees the Vendor or its products;
 - 3.2.2 the Vendor is an authorised representative, partner, or affiliate of Partfinders; or
 - 3.2.3 any Vehicle Parts are supplied, approved, or verified by Partfinders.
- 3.3 The Vendor shall ensure that all communications with Buyers clearly indicate that the Vendor is an independent supplier operating separately from the Platform.
- 3.4 The Vendor indemnifies and holds harmless Partfinders against any claims, damages, losses, or liabilities arising from any representation or conduct by the Vendor which may create the impression that the Vendor acts on behalf of or with the authority of Partfinders.

4 Vendor Registration and Account Security

- 4.1 To register as a Vendor on the Platform, you must provide accurate, current, and complete business information as requested, including but not limited to your legal business name, registration number (where applicable), physical address, valid contact details, and valid payment method. You warrant that all information provided is true and correct, and you agree to maintain and promptly update your Vendor Account information to ensure it remains accurate, current, and complete at all times.
- 4.2 Upon registration, you will create login credentials (such as a username and password) for your Vendor Account. You are solely responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your Vendor Account.

- 4.3 You must immediately notify Partfinders in writing of any unauthorized use of your Vendor Account or any other breach of security. Partfinders will not be liable for any loss or damage arising from your failure to comply with these security obligations.
- 4.4 Partfinders reserves the right to verify your identity or business registration details at any time and may request additional documentation or information to confirm the validity and legitimacy of your Vendor Account.
- 4.5 You may not transfer or assign your Vendor Account to any third party without Partfinders' prior written consent. Each Vendor may maintain only one active Vendor Account unless expressly authorized in writing by Partfinders.
- 4.6 Partfinders reserves the right, at its sole discretion, to refuse registration, suspend, or terminate your Vendor Account if it reasonably suspects that you have provided false, misleading, or incomplete information, failed to maintain adequate account security, or are using the account for any fraudulent, unlawful, or unauthorized purposes.

5 Subscription Packages, Fees and Payment Terms

- 5.1 The Platform offers the following subscription packages to Vendors ("**Subscription Packages**"):
 - 5.1.1 **Silver Package**
Free trial period of 30 days (R0), providing basic listing functionality;
 - 5.1.2 **Gold Package**
Monthly subscription at R295, including enhanced listing features;
 - 5.1.3 **Platinum Package**
Monthly subscription at R495, with premium listing features and increased visibility;
 - 5.1.4 **Ultimate Plus Package**
Monthly subscription at R995, offering maximum platform exposure and advanced features.
- 5.2 All fees for Subscription Packages ("**Subscription Fees**") are payable monthly in advance through the payment methods made available on the Platform. All amounts are exclusive of Value-Added Tax ("**VAT**") unless otherwise stated. Payment obligations are non-cancellable for the subscribed term.
- 5.3 Unless cancelled in accordance with clause 6 , subscriptions will automatically renew for successive monthly periods at the then-current Subscription Fee for the selected Subscription Package.

- 5.4 Vendors may cancel their subscription at any time by accessing their Vendor Account under "Membership Account" → "My Memberships" → "Cancel". To avoid being charged for the next billing cycle, cancellation must be effected at least 48 hours before the end of the current billing cycle. Cancellation will take effect at the end of the current billing cycle.
- 5.5 All Subscription Fees paid are non-refundable, except as required by South African law. No refunds or credits will be provided for partial months of service, unused portions of subscriptions, or downgrades.
- 5.6 The Vendor acknowledges that Subscription Fees grant access to the Platform's listing services only and do not guarantee any minimum number of enquiries, leads, or sales.
- 5.7 Partfinders reserves the right to modify Subscription Fees or the features of any Subscription Package upon 30 days' prior written notice to Vendors. Continued use of the Platform after such notice period constitutes the Vendor's acceptance of the modified terms.
- 5.8 Failure to pay Subscription Fees when due may result in the immediate suspension or termination of the Vendor's access to the Platform and Vendor Account, at Partfinders' sole discretion.

6 Cancellation and Refund Policy

- 6.1 The Vendor may cancel their subscription at any time by accessing their Vendor Account under "Membership Account" → "My Memberships" → "Cancel". Cancellation requests must be submitted at least 48 hours prior to the end of the current billing cycle to avoid charges for the subsequent cycle.
- 6.2 Upon cancellation by the Vendor, the cancellation will take effect at the end of the then-current billing period. The Vendor shall retain access to the Platform's subscription features until the expiry of this paid period.
- 6.3 All Subscription Fees paid are non-refundable, except as expressly required by applicable South African law. No pro-rata refunds or credits shall be provided for partial months of service, unused portions of subscriptions, or downgrades between Subscription Packages.
- 6.4 Notwithstanding clause 6.3 , Partfinders reserves the right to issue refunds at its sole discretion in exceptional circumstances. Any such refund shall not create a precedent or any future obligation to issue similar refunds.
- 6.5 The Vendor acknowledges and agrees that the cooling-off rights contemplated in section 44 of the ECTA do not apply once the performance of digital services has commenced with the Vendor's prior consent.
- 6.6 By accepting these Terms, registering a Vendor Account, and accessing the Platform, the Vendor expressly requests and consents to the immediate commencement of the

Platform's digital listing services. Accordingly, the Vendor acknowledges that the statutory cooling-off period contemplated in section 44(1) of ECTA shall not apply once access to the Platform has been activated.

- 6.7 Termination of the Vendor Account by Partfinders due to the Vendor's material breach of these Terms shall not entitle the Vendor to any refund of prepaid Subscription Fees.
- 6.8 In the event of termination by Partfinders for reasons other than the Vendor's breach, Partfinders may, at its sole discretion, grant a pro-rata refund of the Subscription Fee, calculated from the date of termination to the end of the then-current billing period.

7 Vendor Obligations and Conduct

- 7.1 The Vendor warrants and undertakes that it shall at all times:
 - 7.1.1 ensure that all Listings on the Platform contain accurate, complete, current, and non-misleading information, which includes, but is not limited to:
 - 7.1.1.1 accurately describing the condition, specifications, and availability of the Vehicle Parts; and
 - 7.1.1.2 including clear, current photographs of the actual items offered for sale, not stock or generic images.
 - 7.1.2 comply with all applicable South African laws and regulations, including but not limited to the CPA, the ECTA, the Protection of Personal Information Act, 2013 ("**POPIA**"), and the Second-Hand Goods Act, 2009, where relevant.
 - 7.1.3 maintain lawful ownership of, or the legal authority to sell, all Vehicle Parts listed on the Platform.
 - 7.1.4 honour all pricing, specifications, and representations made in Listings or during communications with Buyers.
 - 7.1.5 maintain adequate stock levels to fulfil orders for advertised Vehicle Parts and promptly update Listings to reflect current availability.
 - 7.1.6 respond to Buyer enquiries and resolve any disputes with Buyers directly, professionally, and in good faith.
 - 7.1.7 maintain appropriate business records for all transactions facilitated through the Platform for a minimum period of 3 (three) years or as otherwise required by law.
 - 7.1.8 comply with all tax obligations arising from sales conducted through the Platform, including Value-Added Tax (VAT) registration and remittance where applicable.
 - 7.1.9 ensure that all Vehicle Parts listed or supplied comply with all applicable safety, regulatory, and product compliance requirements under South African law,

including but not limited to any industry standards, regulatory approvals, or safety requirements applicable to vehicle parts or automotive components.

7.1.10 comply with the mandatory disclosure requirements set out in section 43 of the ECTA in all Listings, including providing its full legal name, physical address, and a complete description of the Vehicle Parts and their full price.

7.2 The Vendor shall not:

7.2.1 engage in any fraudulent, deceptive, or misleading conduct, including but not limited to listing counterfeit parts, using inaccurate images, or manipulating Buyer reviews or ratings.

7.2.2 circumvent or attempt to circumvent the Platform's processes or fee structure by directing Buyers to transact outside of the Platform after initial contact was made through it.

7.2.3 use the Platform to conduct any activity that is unlawful or unrelated to the legitimate sale of Vehicle Parts.

7.2.4 engage in any conduct that may harm the reputation of, or bring into disrepute, Partfinders or the Platform.

7.3 The Vendor acknowledges and agrees that Partfinders reserves the right, but not the obligation, to monitor Listings and Vendor conduct on the Platform. Such monitoring does not constitute an assumption of responsibility by Partfinders for the Vendor's conduct or the accuracy of Listings. Compliance with this clause 7 is a material term of these Terms. Any breach may, at Partfinders' sole discretion, result in the immediate suspension or termination of the Vendor's Account without refund of any fees, in addition to any other remedies available to Partfinders in law.

8 Prohibited Content and Restrictions

8.1 The Vendor shall not, under any circumstances, upload, post, transmit, or otherwise make available on the Platform any content, listings, or communications that:

8.1.1 contains sexually explicit material, pornography, or adult content;

8.1.2 promotes hate speech, discrimination, or violence against any individual or group based on race, ethnicity, religion, gender, sexual orientation, disability, or any other protected characteristic;

8.1.3 constitutes defamation, harassment, threats, or contains abusive or profane language;

8.1.4 relates to illegal goods or services, including but not limited to stolen or counterfeit Vehicle Parts, narcotics, controlled substances, firearms, ammunition, or weapons;

- 8.1.5 facilitates or promotes fraudulent activity, scams, pyramid schemes, or contains false, misleading, or deceptive representations;
 - 8.1.6 infringes any third party's intellectual property rights, including copyright, trademarks, patents, or trade secrets;
 - 8.1.7 includes any form of spam, phishing, or unsolicited advertising; or
 - 8.1.8 violates any applicable South African law, including but not limited to the Films and Publications Act, 1996, and the Cybercrimes Act, 2020.
- 8.2 The Vendor is expressly prohibited from using the Platform to:
- 8.2.1 solicit, encourage, or direct Buyers to transact outside of the Platform to circumvent fees or for any other reason;
 - 8.2.2 engage in any activity that could damage, disable, overburden, or impair the Platform's infrastructure or interfere with its proper functioning;
 - 8.2.3 attempt to gain unauthorized access to any part of the Platform, other Vendor Accounts, or any systems or networks connected to the Platform;
 - 8.2.4 harvest or collect information about Buyers or other Vendors without their express consent;
 - 8.2.5 manipulate search results, Listing visibility, or feedback through deceptive practices;
 - 8.2.6 impersonate Partfinders, its employees, or any third party; or
 - 8.2.7 engage in any conduct that may harm the reputation of Partfinders or the Platform.
- 8.3 Partfinders reserves the right, in its sole discretion and without prior notice or liability to the Vendor, to remove any content, suspend or terminate the Vendor's access to the Platform for any violation of this clause, and to report any suspected unlawful activity to the relevant authorities.

9 Transaction Fulfillment, Delivery and Risk

- 9.1 The Vendor acknowledges and agrees that all transactions for Vehicle Parts are concluded directly between the Vendor and the Buyer. Partfinders is not a party to such transactions and plays no role in their fulfillment.
- 9.2 Consequently, the Vendor is solely responsible for all aspects of transaction fulfillment, including but not limited to delivery arrangements, shipping costs, and the risk of loss or damage to Vehicle Parts.
- 9.3 The Vendor shall:

- 9.3.1 arrange and pay for all delivery and logistics services independently, unless otherwise expressly agreed with the Buyer;
- 9.3.2 provide accurate and complete delivery information to Buyers;
- 9.3.3 ensure proper and secure packaging and handling of Vehicle Parts to prevent damage during transit; and
- 9.3.4 maintain adequate insurance coverage for goods in transit.
- 9.4 Risk of loss or damage to the Vehicle Parts shall remain with the Vendor until such time as the Vehicle Parts are delivered to and accepted by the Buyer in accordance with the terms agreed between them.
- 9.5 Partfinders shall not be involved in, nor bear any responsibility or liability for:
 - 9.5.1 any aspect of the delivery process;
 - 9.5.2 delays in delivery;
 - 9.5.3 loss of or damage to Vehicle Parts during transit; or
 - 9.5.4 any disputes arising between the Vendor and the Buyer or any third-party logistics provider concerning delivery.
- 9.6 The Vendor shall resolve all delivery-related complaints, claims, or disputes directly with the Buyer and/or the relevant logistics provider. Partfinders shall have no obligation to intervene in such matters.
- 9.7 The Vendor warrants that it shall comply with all applicable laws and regulations in South Africa relating to the transportation and delivery of Vehicle Parts, including any requirements for hazardous materials where relevant.

10 Returns, Warranties and Consumer Disputes

- 10.1 The Vendor acknowledges and agrees that all returns, refunds, warranty claims, and consumer disputes relating to Vehicle Parts sold through the Platform shall be managed directly between the Vendor and the Buyer, without any involvement or liability on the part of Partfinders.
- 10.2 The Vendor shall be solely responsible for:
 - 10.2.1 honouring all statutory and express warranties applicable to the Vehicle Parts. This includes, but is not limited to, any express warranties made in Listings and the implied warranty of quality as set out in section 56 of the CPA, where applicable;
 - 10.2.2 establishing, maintaining, and clearly communicating to Buyers a fair and transparent returns policy that complies with all applicable South African laws, including the CPA;

- 10.2.3 processing and resolving all Buyer complaints, returns, and warranty claims in good faith and within a reasonable timeframe; and
- 10.2.4 bearing all costs associated with returns, refunds, replacements, or repairs of Vehicle Parts in accordance with its policies and legal obligations.
- 10.3 Partfinders shall not be obligated to mediate, arbitrate, or otherwise intervene in any dispute between a Vendor and a Buyer, nor shall Partfinders be responsible for enforcing any warranties or guarantees provided by the Vendor.
- 10.4 The Vendor agrees to indemnify and hold Partfinders harmless against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from or related to the Vendor's failure to comply with its obligations under this clause 10 or any applicable consumer protection laws.

11 Product Liability and CPA Compliance

- 11.1 The Vendor acknowledges and agrees that it is the sole supplier of any Vehicle Parts offered for sale through the Platform and is solely responsible for the quality, safety, legality, and compliance of such Vehicle Parts.
- 11.2 The Vendor further acknowledges that Partfinders merely provides an online advertising and listing service and is not involved in the manufacture, importation, distribution, supply, sale, or delivery of any Vehicle Parts listed on the Platform.
- 11.3 To the fullest extent permitted under applicable law, the Vendor accepts full responsibility for any harm, damage, loss, injury, or death caused wholly or partly as a result of:
 - 11.3.1 defective Vehicle Parts;
 - 11.3.2 unsafe or hazardous products;
 - 11.3.3 inadequate instructions or warnings relating to Vehicle Parts; or
 - 11.3.4 any failure by the Vendor to comply with applicable product safety standards or legal requirements.
- 11.4 The Vendor accordingly indemnifies and holds harmless Partfinders, its directors, employees, contractors, and agents against any claims, liabilities, damages, losses, or costs (including legal costs on an attorney and own client scale) arising from or relating to any product liability claim, including claims contemplated under section 61 of the Consumer Protection Act 68 of 2008.
- 11.5 The Vendor acknowledges that this clause contains provisions which limit the liability of Partfinders and require the Vendor to indemnify Partfinders, and confirms that the Vendor has read and understood these provisions.

- 11.6 Nothing in this clause shall be interpreted as limiting any rights a consumer may have against the Vendor under applicable consumer protection legislation.

12 Lead Generation and Enquiry Assistance

- 12.1 The Platform may, at its discretion, facilitate lead generation by forwarding general buyer enquiries or sourcing requests ("**Leads**") to Vendors via the Platform's messaging system, email, WhatsApp, or other communication channels.
- 12.2 Such forwarding of Leads constitutes an information-passing service only. Partfinders does not source products, negotiate transactions, arrange delivery, or otherwise participate in the commercial relationship between the Vendor and any Buyer.
- 12.3 The Vendor acknowledges and agrees that:
- 12.3.1 Partfinders does not screen, vet, or validate Buyers or their enquiries prior to forwarding Leads;
 - 12.3.2 the Vendor is not obligated to respond to or engage with any Lead;
 - 12.3.3 the Vendor is solely responsible for conducting its own due diligence on Buyers and assessing the viability of any potential transaction;
 - 12.3.4 all negotiations, pricing discussions, transactions, delivery arrangements, and contractual relationships arising from a Lead occur exclusively between the Vendor and the Buyer without any involvement, supervision, or participation by Partfinders; and
 - 12.3.5 Partfinders shall not be liable for any losses, damages, or disputes arising from the Vendor's engagement with any Buyer or its reliance on any Lead.
- 12.4 Where a Lead includes personal information of a Buyer, the Vendor undertakes to:
- 12.4.1 process such information strictly in accordance with the POPIA;
 - 12.4.2 use the information solely for the purpose of responding to the specific enquiry; and
 - 12.4.3 implement appropriate security measures to protect the Buyer's personal information from unauthorized access or disclosure.
- 12.5 For the avoidance of doubt, the forwarding of a Lead or enquiry by Partfinders shall not be interpreted as:
- 12.5.1 an endorsement of any Buyer or Vendor;
 - 12.5.2 the sourcing or procurement of Vehicle Parts by Partfinders;
 - 12.5.3 the facilitation of any transaction between a Vendor and Buyer; or

12.5.4 the creation of any agency, brokerage, intermediary, or partnership relationship between Partfinders and either party.

13 Platform Availability and Technical Services

- 13.1 Partfinders will use reasonable efforts to maintain the availability and functionality of the Platform. However, the Vendor acknowledges that the Platform is an online technology service which may occasionally experience interruptions, delays, maintenance periods, or technical errors.
- 13.2 The Vendor therefore acknowledges and agrees that:
 - 13.2.1 the Platform may from time to time be unavailable due to scheduled maintenance, system upgrades, security updates, or technical issues;
 - 13.2.2 interruptions may occur as a result of internet connectivity issues, hosting provider failures, telecommunications disruptions, power outages (including load shedding), or other circumstances beyond the reasonable control of Partfinders;
 - 13.2.3 Partfinders does not guarantee uninterrupted access to the Platform, continuous system availability, or the successful delivery of enquiries, leads, messages, or notifications to Vendors.
- 13.3 To the fullest extent permitted under applicable law, Partfinders shall not be liable for any losses, damages, loss of business opportunities, or loss of revenue suffered by the Vendor arising from:
 - 13.3.1 temporary Platform downtime or service interruptions;
 - 13.3.2 system errors, bugs, or technical malfunctions;
 - 13.3.3 delays or failures in the transmission of enquiries, leads, messages, or notifications; or
 - 13.3.4 any maintenance, updates, or improvements made to the Platform.
- 13.4 The Vendor acknowledges that the Platform provides advertising and lead-generation services only and that no guarantee is provided regarding the number of enquiries, leads, or commercial outcomes resulting from the Vendor's use of the Platform.

14 Vendor Data Protection and POPIA Compliance

- 14.1 Where a Vendor receives any personal information relating to a Buyer through the Platform or through Leads forwarded by Partfinders, the Vendor shall process such personal information strictly in accordance with the POPIA.
- 14.2 The Vendor undertakes that it shall:

- 14.2.1 process personal information lawfully and only for the purpose of responding to the relevant Buyer enquiry or completing a transaction requested by the Buyer;
 - 14.2.2 implement appropriate technical and organisational safeguards to protect personal information against loss, misuse, unauthorised access, disclosure, alteration, or destruction;
 - 14.2.3 not use Buyer personal information for unsolicited marketing or unrelated purposes unless lawful consent has been obtained; and
 - 14.2.4 comply with all applicable data protection obligations imposed by POPIA.
- 14.3 The Vendor indemnifies and holds Partfinders harmless against any claims, damages, or regulatory penalties arising from the Vendor's unlawful processing or misuse of personal information obtained through the Platform.

15 Intellectual Property Rights

- 15.1 All intellectual property rights in and to the Platform, including but not limited to its software, source code, databases, text, graphics, logos, icons, branding, and the overall design and layout (collectively, "**Platform IP**"), are and shall remain the exclusive property of The Part Supplier (Pty) Ltd or its licensors, and are protected by South African and international intellectual property laws.
- 15.2 The Part Supplier (Pty) Ltd grants the Vendor a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform IP solely for the purpose of listing and advertising Vehicle Parts in accordance with these Terms.
- 15.3 The Vendor shall not, directly or indirectly:
- 15.3.1 copy, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works from any part of the Platform IP;
 - 15.3.2 scrape, crawl, or use any automated means to extract data or content from the Platform;
 - 15.3.3 remove, obscure, or alter any copyright notices, trademarks, or other proprietary rights notices affixed to or contained within the Platform;
 - 15.3.4 use the Platform IP to develop or create a competing service or product; or
 - 15.3.5 register, or attempt to register, any trademarks, domain names, or other identifiers that are confusingly similar to the branding or trademarks of The Part Supplier (Pty) Ltd.
- 15.4 The Vendor retains all intellectual property rights in the content, images, and data it uploads to the Platform ("**Vendor Content**"), subject to the license granted to The Part Supplier (Pty) Ltd as set out elsewhere in these Terms.

- 15.5 Any unauthorised use of the Platform IP constitutes a material breach of these Terms and may result in the immediate termination of the Vendor's access to the Platform, without prejudice to any other rights or remedies available to The Part Supplier (Pty) Ltd in law.
- 15.6 All rights not expressly granted to the Vendor in these Terms are reserved by The Part Supplier (Pty) Ltd.

16 Content License and Removal Rights

- 16.1 By uploading any Listing or other content to the Platform, the Vendor grants Partfinders a non-exclusive, royalty-free, worldwide license to use, display, reproduce, modify, and distribute such content for the purpose of operating, promoting, and marketing the Platform and its services.
- 16.2 Partfinders reserves the right, in its sole discretion and without prior notice, to:
 - 16.2.1 remove, modify, or refuse to display any Listing or content that violates these Terms, applicable laws, or is deemed inappropriate, misleading, or harmful to the Platform or its users;
 - 16.2.2 suspend or terminate the Vendor's access to the Platform for repeated breaches or serious violations; and
 - 16.2.3 take any necessary technical or legal action to enforce compliance with these Terms.
- 16.3 The Vendor acknowledges that Partfinders has no obligation to monitor or pre-screen content but may do so at its discretion. Any removal of content or other action taken by Partfinders under this clause does not constitute an admission of liability. Removal of content or the suspension of an account does not entitle the Vendor to any refund of Subscription Fees.
- 16.4 The Vendor warrants that it has all necessary rights, licenses, and permissions to grant the license in clause 16.1 and that its content does not infringe any third-party intellectual property rights or violate any applicable laws.

17 Limitation of Liability and Indemnity

- 17.1 The Vendor acknowledges and agrees that:
 - 17.1.1 the Platform is provided on an "as is" and "as available" basis, and its use is entirely at the Vendor's own risk;
 - 17.1.2 Partfinders provides listing services only and makes no representations or warranties, express or implied, regarding the Platform's functionality, availability, or the suitability, quality, or legality of any parts listed by the Vendor;

- 17.1.3 Partfinders does not guarantee the accuracy, completeness, or usefulness of any information on the Platform, nor does it make any warranty regarding the number of enquiries, leads, or sales that may result from the Vendor's use of the Platform.
- 17.2 To the fullest extent permitted by South African law, Partfinders, its affiliates, and their respective directors, officers, and employees shall not be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to loss of profits, data, goodwill, or business opportunities, arising from or in any way connected with:
- 17.2.1 the Vendor's use of or inability to use the Platform;
- 17.2.2 any errors, interruptions, or delays in the Platform's operation;
- 17.2.3 any transactions or disputes between the Vendor and any Buyer;
- 17.2.4 any unauthorized access to or alteration of the Vendor's data; or
- 17.2.5 any other matter relating to the Platform or these Terms.
- 17.3 Notwithstanding the foregoing, should Partfinders be found liable for any claim, its total aggregate liability to the Vendor shall be strictly limited to the total Subscription Fees paid by the Vendor to Partfinders in the three (3) months immediately preceding the event giving rise to such claim.
- 17.4 The Vendor hereby indemnifies and holds Partfinders, its affiliates, and their respective directors, officers, employees, and agents harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses (including legal costs on an attorney and own client scale) arising out of or relating to:
- 17.4.1 the Vendor's use of the Platform;
- 17.4.2 the Vendor's breach of these Terms;
- 17.4.3 any content, data, or materials provided by the Vendor;
- 17.4.4 any dispute, transaction, or interaction between the Vendor and a Buyer;
- 17.4.5 the Vendor's Listing, sale, or supply of any products; or
- 17.4.6 the Vendor's violation of any applicable laws or the rights of any third party.
- 17.5 The Vendor acknowledges and agrees that the indemnities contained in this clause constitute a fair and reasonable allocation of risk between the parties in relation to the operation and use of the Platform.
- 17.6 Nothing in this clause 17 shall be construed as limiting or excluding any liability which cannot be lawfully limited or excluded under applicable South African law, including liability for gross negligence or wilful misconduct on the part of Partfinders.

- 17.7 The provisions of this clause 17 shall survive the termination or expiry of these Terms for any reason.

18 Breach, Suspension and Termination

- 18.1 Partfinders may suspend or terminate the Vendor's access to the Platform and Vendor Account as set out below, without prejudice to any other rights or remedies available to it in law.
- 18.2 Partfinders may terminate this Agreement by providing 7 (seven) days' written notice if the Vendor commits a material breach of these Terms and fails to remedy such breach within the notice period.
- 18.3 Notwithstanding clause 18.2 , Partfinders may, in its sole discretion, immediately suspend or terminate the Vendor's access to the Platform and Vendor Account upon written notice if:
- 18.3.1 the Vendor fails to pay any Subscription Fees when due;
 - 18.3.2 the Vendor engages in any fraudulent, unlawful, or prohibited conduct as set out in clause 8 ;
 - 18.3.3 any action or omission by the Vendor exposes or is reasonably likely to expose Partfinders to legal liability or reputational harm;
 - 18.3.4 the Vendor becomes insolvent, is placed under business rescue, or ceases to trade; or
 - 18.3.5 Partfinders reasonably believes such action is necessary to protect the integrity of the Platform or its users.
- 18.4 The Vendor may terminate their subscription at any time in accordance with clause 6 . Such termination shall not relieve the Vendor of any obligations or liabilities incurred prior to the effective date of termination.
- 18.5 Upon termination of this Agreement for any reason:
- 18.5.1 all rights granted to the Vendor under these Terms shall immediately cease;
 - 18.5.2 all outstanding fees owed by the Vendor to Partfinders shall become immediately due and payable;
 - 18.5.3 if termination is due to the Vendor's breach, the Vendor shall not be entitled to a refund of any Subscription Fees already paid;
 - 18.5.4 Partfinders may, at its discretion, remove all of the Vendor's Listings from the Platform; and

18.5.5 Partfinders may retain Vendor data as required by applicable law or for legitimate business purposes.

18.6 Partfinders may, in its sole discretion, lift a suspension or reinstate a terminated Vendor Account if the Vendor has remedied the cause of the suspension or termination to Partfinders' satisfaction and paid any applicable reinstatement fees.

18.7 The provisions of these Terms which by their nature are intended to survive termination, including but not limited to clauses 10 , 11 , 13 and 17 , and this clause 18 , shall continue in full force and effect notwithstanding any termination.

19 Force Majeure

19.1 Neither Party shall be liable to the other for any failure or delay in performing its obligations under these Terms where such failure or delay results from a Force Majeure Event. For the purposes of this clause, a "**Force Majeure Event**" means any event or circumstance which is beyond the reasonable control of the affected Party, including but not limited to:

19.1.1 acts of God, natural disasters, fire, flood, or extreme weather conditions;

19.1.2 war, armed conflict, invasion, terrorism, riots, or civil unrest;

19.1.3 government actions, sanctions, restrictions, changes in law, or expropriation;

19.1.4 epidemics, pandemics, or public health emergencies;

19.1.5 strikes, lockouts, or other industrial disputes (whether involving the workforce of the affected Party or any other party);

19.1.6 failure of public infrastructure or utilities, including electricity supply (specifically including load shedding), telecommunications networks, or internet service providers; and

19.1.7 any other event or circumstance of a similar nature to the foregoing which is beyond the reasonable control of the affected Party.

19.2 The Party affected by a Force Majeure Event shall:

19.2.1 notify the other Party in writing of the nature and anticipated duration of the Force Majeure Event as soon as reasonably practicable after becoming aware of it; and

19.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event and to resume the performance of its obligations as soon as reasonably possible.

19.3 If a Force Majeure Event prevents a Party from performing its material obligations for a continuous period of more than 30 (thirty) days, either Party may terminate these Terms by giving written notice to the other Party, without liability for such termination.

- 19.4 Notwithstanding any other provision of this clause, a Force Majeure Event shall not relieve the Vendor of its obligation to pay any Subscription Fees or other amounts due to Partfinders which accrued prior to the commencement of the Force Majeure Event.

20 Notices and Domicilium Citandi Et Executandi

- 20.1 The Part Supplier (Pty) Ltd chooses as its *domicilium citandi et executandi* for all purposes under these Terms, including the service of any court process and legal notices, the following physical address: [Insert Registered Physical Address of The Part Supplier (Pty) Ltd].
- 20.2 The Vendor chooses as its *domicilium citandi et executandi* the physical address provided during registration on the Platform. The Vendor warrants that this address is and will be kept accurate and current at all times.
- 20.3 For the purpose of all other communications, the parties choose their respective email addresses provided during registration or as updated in writing from time to time.
- 20.4 Either party may change its *domicilium* or email address by giving the other party not less than 14 (fourteen) days' prior written notice of such change.
- 20.5 Any notice or communication required or permitted under these Terms shall be in writing and shall be deemed to have been duly given and received:
- 20.5.1 if delivered by hand to the recipient's *domicilium*, on the date of delivery;
- 20.5.2 if sent by registered post to the recipient's *domicilium*, on the 7th (seventh) business day after posting; or
- 20.5.3 if sent by email to the recipient's chosen email address, on the date of successful transmission, provided that no delivery failure notification is received by the sender.
- 20.6 Notwithstanding the provisions of clause 20.5.3 , any notice relating to the breach or termination of this Agreement, or any legal process, must be delivered to the relevant party's chosen *domicilium citandi et executandi*.
- 20.7 Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by a party shall be deemed to be an adequate written notice or communication to it, even if it was not sent to or delivered at its chosen *domicilium* or email address.

21 General and Governing Law

21.1 Entire Agreement

These Terms constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior agreements, understandings, representations, and warranties, whether written or oral.

21.2 No Waiver

No failure or delay by a party in exercising any right under these Terms shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right.

21.3 Severability

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such provision shall be severed from the remaining provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

21.4 Cession and Assignment

The Vendor may not cede, assign, or otherwise transfer any of its rights or obligations under these Terms without the prior written consent of Partfinders. Partfinders may cede and assign its rights and obligations under these Terms without the Vendor's consent.

21.5 Relationship of the Parties

Nothing in these Terms shall be construed as creating a partnership, joint venture, or agency relationship between the parties, and neither party shall have the authority to bind the other in any way.

21.6 Governing Law

These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Republic of South Africa.

21.7 Jurisdiction

The parties irrevocably consent to the non-exclusive jurisdiction of the High Court of South Africa. Notwithstanding the foregoing, Partfinders shall be entitled, at its sole discretion, to institute any proceedings in any Magistrates' Court having jurisdiction, and the Vendor hereby consents to such jurisdiction, even if the amount in dispute exceeds the normal jurisdictional limit of that court.

22 Company Information and ECTA Disclosures

22.1 In compliance with Section 43 of the ECTA, the following information is disclosed:

22.1.1 **Full Name and Legal Status:** The Part Supplier (Pty) Ltd

22.1.2 **Registration Number:** 2025/778881/07

22.1.3 **Physical Address:** [Insert Registered Physical Address]

22.1.4 **Telephone Number:** [Insert Contact Number]

22.1.5 **Website Address:** www.partfinders.co.za

22.1.6 **Email Address:** [Insert Official Email Address]

22.1.7 **Physical Address for Service of Legal Documents:** [Insert Address for Legal Service. This may be the same as the physical address.]

22.2 The Company selects the physical address specified in clause 22.1.7 as its *domicilium citandi et executandi* for the service of all notices and legal processes arising out of these Terms and Conditions.