



Franchised Dealer for Mercedes-Benz Trucks, Bus, Vans,  
Fuso, Freightliner and Western Star

## Cargo Commercial Vehicles Airport

### A Division of Motus Group Limited

P.O. Box 547, Kempton Park, 1620

54 Denne Road, Hughes Business Park, Boksburg, 1459

Banking details: Standard Bank, Name: Cargo Commercial Vehicles

Airport, Account: 022764453, Branch: 011842

Reg. No. 1983/009088/06 VAT No. 4670110032

**Tel. (011) 437 5000 Fax. (011) 826 1102**

I hereby request and authorise you, being Mercedes-Benz CV East Rand, a Division of Motus Group Limited, as the case may be ("MOTUS") to provide me with the parts and/ or accessories ("goods") as and at the respective prices to the value set out overleaf and on the terms and conditions detailed below, the contents of which I understand.

Signed on this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Surname: \_\_\_\_\_

ID: \_\_\_\_\_

## Terms and Conditions

I agree and understand that:

- 1 I confirm that I have taken delivery of the goods. I further confirm that I have had sufficient opportunity (on my own) to inspect the goods and acknowledge that the goods are fit for the purpose I want to use them for.
- 2 "MOTUS" has advised me that the goods are technical in nature, and that a duly qualified person has to install, fit and/or work with the goods. I will not hold "MOTUS" liable for any damages caused by me waiving my right of access to a qualified technician to fit, install and/or work with and/or on the goods.
- 3 The goods were correctly supplied to me and are not returnable after seven (7) business days, subject to clauses 4 and 5 hereunder.
- 4 Goods fitted by a non-manufacturer accredited technician/workshop cannot be returned.
- 5 Electrical/specially ordered goods (including vehicle specific goods) have to be paid on date of order, are non-refundable and cannot be returned.
- 6 The standard manufacturer's warranty applies to the goods, and that it is my responsibility to familiarise myself therewith.
- 7 **DELIVERY:**  
Any dates given by "MOTUS" for delivery of goods are estimates only and no exact delivery date or time has been agreed. "MOTUS" does not warrant that it will deliver the goods within the estimated time. Although it will use its best efforts to do so, if "MOTUS" is unable to deliver the goods on the expected date and/or time indicated, I will not have the right to cancel this agreement. I will also not hold "MOTUS" liable for any loss whatsoever and howsoever incurred as a result of late delivery of goods. If I request "MOTUS" to deliver the parts/goods to me, "MOTUS" shall be entitled to charge a reasonable delivery fee, which I agree to pay.
- 8 **PRICE:**  
Notwithstanding the prices of the goods set out overleaf, the goods will be supplied to me at "MOTUS"'s prevailing standard prices ruling at the time when the goods are delivered to me.
- 9 **PAYMENT:**  
All payments in respect of the goods supplied will be made in cash by me when the goods are delivered to me, unless "MOTUS" and I agree otherwise in writing. Any refund due will be made by cheque and all returned goods, the return of which is not prohibited as detailed above, are subject to a handling fee not exceeding 20% of the value of the goods.
- 10 **THE RIGHT TO OBTAIN REDRESS:**  
In the event of a complaint by me, or a dispute arising between the parties, relating to the goods or any term of this agreement's interpretation, I shall inform "MOTUS" in writing of the exact extent and nature of the complaint or dispute whereafter the parties will attempt to resolve the dispute within fifteen (15) business days, failing which either party can refer the matter to the Motor Industry Ombudsman of South Africa. Notwithstanding the foregoing, either party has the right to approach a competent Court for redress or any other competent relief.

Signed on this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

Signature: \_\_\_\_\_