

Terms and Conditions of Use

ATS Motorsport (<https://www.ats-motorsport.co.za>)

1. Introduction

Welcome to ATS Motorsport. These Terms and Conditions (“Terms”) govern your access to and use of our website located at <https://www.ats-motorsport.co.za> (“Website”), including any purchases made through our online store. By using the Website, you agree to be bound by these Terms. If you do not agree, please do not use the Website.

2. Definitions

- “ATS Motorsport”, “we”, “us”, or “our” refers to the owner and operator of the Website.
 - “User”, “you”, or “your” refers to any person accessing or using the Website.
 - “Products” refers to any goods or services offered for sale on the Website.
-

3. Eligibility

You must be at least 18 years old or have the consent of a legal guardian to use this Website and make purchases.

4. Orders and Payment

- All orders are subject to availability and acceptance.
- Prices are listed in South African Rand (ZAR) and include VAT unless otherwise stated.
- We accept payment via secure methods including EFT, credit/debit card, and WalletDoc.
- Once payment is confirmed, you will receive an order confirmation via email.
- ATS Motorsport reserves the right to cancel any order due to pricing errors or stock issues.

4.1 Pricing Disclaimer

While we strive to ensure that all prices displayed on our Website are accurate, there may be instances where a product is mistakenly listed at a price of R0.00 or another incorrect amount. Such pricing errors are not binding, and ATS Motorsport reserves the right to correct any inaccuracies and cancel any orders placed at incorrect prices.

Prices are subject to change without prior notice and may fluctuate due to factors including, but not limited to, exchange rate variations, supplier adjustments, and market conditions. The price applicable to your order will be the price confirmed at checkout and in your order confirmation.

5. Shipping and Delivery

- We deliver within South Africa. Delivery fees and estimated times are provided at checkout.
 - Delivery times are estimates and may vary due to external factors.
 - Risk of loss and ownership of goods passes to you upon delivery.
-

6. Returns and Refunds

- You may return products within 7 days of delivery, provided they are unused, in original packaging, and accompanied by proof of purchase.
 - Refunds will be processed within 7–14 business days after receiving the returned item.
 - Items that are custom-made, special orders, or clearance items may not be eligible for return unless defective.
 - Return shipping costs are the responsibility of the customer unless the item is defective or incorrect.
-

7. Product Descriptions and Warranties

- We strive to ensure that product descriptions and images are accurate. However, minor variations may occur.

- **Products may carry manufacturer warranties. Please refer to the product packaging or contact us for details.**
 - **ATS Motorsport makes no warranties except those required by law.**
-

8. Limitation of Liability

- **ATS Motorsport shall not be liable for any indirect, incidental, or consequential damages arising from the use of the Website or products purchased.**
 - **Our total liability shall not exceed the amount paid for the product in question.**
-

9. Privacy and Data Protection

- **We are committed to protecting your personal information in accordance with the Protection of Personal Information Act (POPIA).**
 - **By using the Website, you consent to the collection and use of your personal data for order processing, communication, and marketing purposes.**
 - **We do not sell or share your personal information with third parties except as required by law or to fulfill your order.**
-

10. Intellectual Property

- **All content on the Website, including logos, images, text, and software, is the property of ATS Motorsport or its licensors and is protected by South African copyright and trademark laws.**
 - **You may not reproduce, distribute, or use any content without our written permission.**
-

11. Third-Party Links

- **The Website may contain links to third-party websites. ATS Motorsport is not responsible for the content or practices of these websites.**
-

12. User Conduct

- You agree not to use the Website for any unlawful purpose or in violation of any applicable laws.
 - You may not interfere with the operation of the Website or attempt to gain unauthorized access to any part of it.
-

13. Changes to Terms

- ATS Motorsport reserves the right to update or modify these Terms at any time. Changes will be effective upon posting on the Website.
 - Continued use of the Website after changes are posted constitutes acceptance of the revised Terms.
-

14. Governing Law and Jurisdiction

- These Terms are governed by the laws of the Republic of South Africa.
 - Any disputes shall be resolved in the courts of South Africa.
-

15. Contact Information

If you have any questions or concerns regarding these Terms, please contact us at:

ATS Motorsport

Email: info@ats-motorsport.co.za

Phone: [+27 11 670 8400](tel:+27116708400)

Physical Address: Unit 7, Knoppieslaagte, Limeroc Business Park, Knoppieslaagte, Centurion, 0157