



Terms and Conditions for Lubricants.mu Online Portal

By accessing and using this Portal, you agree to be bound by the following terms and conditions including all the policies mentioned hereunder (hereinafter referred to as the “Terms & Conditions”). In case you do not accept to be bound by these Terms & Conditions, you may not use this Portal including any services provided hereunder.

1. The Online Portal

1.1. This Online Portal accessible on <https://www.Lubricants.mu> (hereinafter referred to as the “Portal”) is owned and operated by Carclub Lubricants Limited, a company having its principal place of business at Carclub Lubricants, Ave Victoria, Quatre Bornes, Mauritius bearing Business Registration Number C19166256 (hereinafter referred to as “Carclub Lubricants”).

1.2. You acknowledge and accept that these Terms & Conditions must be read together with the following policies which are also accessible hereunder:

- Registration Policy
- Security & Privacy Policy
- Products & Services Policy
- 3 Policy
- Cancellation of Order & Refund Policy
- Returns & Refund Policy
- Liability & Disclaimer Policy

The above policies shall collectively be referred to as the “Policies”.

1.3. These Terms & Conditions apply to persons purchasing Products or Services from the Portal, as well as any persons visiting same.

1.4. By browsing and/or registering on this Portal, you are providing Carclub Lubricants your consent for the processing of your personal information as defined in the Security & Privacy Policy.

1.5. Carclub Lubricants reserves its right to amend these Terms & Conditions at any time at its sole discretion. We recommend you to read and acknowledge these Terms & Conditions each time you access the Portal.

2. Definitions and Interpretation

2.1. Unless otherwise specified or unless the context clearly indicates otherwise, the following terms shall have the following meanings ascribed to them:

2.1.1. "Business Day" means any day of the week other than Saturday, Sunday or public holiday in the Republic of Mauritius;

2.1.2. "Calendar Day" means any day of the week, including Saturday, Sunday or public holiday in the Republic of Mauritius;

2.1.3. "Direct Marketing" means to approach a person, either in person or by mail or electronic communication, for the direct or indirect purpose of promoting or offering to supply, in the ordinary course of business, any goods or services to the person;

2.1.4. "Intellectual Property" means, collectively, the patents, copyrights (and moral rights), Trade Marks, designs, models, brands, names, trade names, graphics, icons, hyperlinks, Know-How, trade secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain or use same) which are owned by, licensed to, used and/or held (whether or not currently) by Carclub Lubricants on or in connection with this Portal;

2.1.5. "Know-How" means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secret and other processes and methods used by Carclub Lubricants in connection with this Portal, as well as, all available information regarding marketing and promotion of the Products and Services described in this Portal, as well as all and any modifications or improvements to any of them;

2.1.6. "Carclub Lubricants" will include the employees, officers, advisers, service providers, suppliers and content providers of Carclub Lubricants;

2.1.7. "Products & Services" products, devices, accessories, content, any other products or services which may be offered by Carclub Lubricants on the Portal;

2.1.8. "Trade Marks" means those trademarks owned by companies within Carclub Lubricants and any other trademarks, designs, logos, style names and slogans which

Carclub Lubricants either owns or has the right to use or any derivative service offerings of, and applications for, any of same;

2.1.9. "Portal Material" means the contents of this Portal, including without limitation, all and any information, data, documents, Intellectual Property, material, products (including software) or services contained in, accessed through, or downloaded or obtained from this Portal;

2.1.10. Terms like "you", "your", "Customer" refers to any person accessing the Portal and/or registering on the Portal.

3. Capacity to Contract

You hereby warrant to Carclub Lubricants that you have the required legal capacity to enter into and be bound by a contract to make any online purchase on the Portal under the laws of Mauritius. You warrant that you are 18 (eighteen) years or older.

4. Modification of these Terms & Conditions

4.1. These Terms & Conditions shall commence from the date on which they are published on the Portal and continue indefinitely. Carclub Lubricants reserves the right, in its sole discretion, to amend, including without limitation, by the addition of new terms & conditions, at any time and from time to time and/or terminate these Terms & Conditions in its entirety and/or cease the operation of the Portal at any time, with no liability or recourse to you.

4.2. Any such amendments shall come into effect immediately and automatically. It is your responsibility and you undertake to read these Terms & Conditions each time before using the Portal for any such amendments.

4.3. Carclub Lubricants will notify you of amendments to these Terms & Conditions as and when they arise, by publishing a notice of such amendments on the Portal, which you will be required to accept before using the Portal.

4.4. If you choose to visit the Portal, your visit and any dispute over your privacy is subject to these Terms & Conditions, including limitations on damages, resolution of disputes, and application of the law of the Republic of Mauritius.

5. Other Terms and Conditions

Certain Products & Services offered on the Portal may be subject to specific terms and conditions as indicated on that part of the Portal (see Product conditions & Services Policy) and your use of those Products & Services will also be subject to those specific terms and

conditions governing those relevant Products & Services. To the extent that those specific terms and conditions conflict with these Terms & Conditions, then those specific terms and conditions shall take precedence.

6. Login and Registration

Prior to any online purchase, you have to register your details online in order to initiate any order whether prepaid or postpaid transaction. (Please refer to the Registration Policy)

7. Portal Material - Scope of Permitted Use

7.1. Subject to the provisions of these Terms & Conditions, you may only download, view and print the Portal Material online restrictively for your own personal use and only for non-commercial purposes.

7.2. You may not alter, modify, decompile, copy, reproduce, distribute, transfer, sell, transmit, display, broadcast, publish, exploit, license or create derivative works from the Portal. You must get Carclub Lubricants's prior written approval if you wish to copy, reproduce, distribute, transmit, display, broadcast or publish any of the Portal Material, whether electronically or otherwise.

7.3. You may not use this Portal or its material for any illegal or unlawful purposes or as prohibited by these Terms & Conditions.

7.4. You may not link to any page on this Portal or frame same or any of the pages on this Portal in any way whatsoever without the prior written permission of Carclub Lubricants. Recognizing the global nature of the Internet, you agree to comply with all local laws, rules and regulations regarding online conduct.

7.5. You may not transfer any rights or obligations in terms of these Terms & Conditions to any other person or entity.

7.6. You are solely responsible for obtaining and maintaining all facilities, services, products and equipment which may be required by you for the exercise of your rights of permitted use of the Portal.

8. Your behavior when using the Portal

8.1. You may not use the Portal to obtain or distribute:

8.1.1. Material which is defamatory, unlawful or contains hate speech; or

8.1.2. Bulk e-mail, whether solicited or unsolicited.

8.2. You must not interfere with or jeopardise the functionality or the operation of any part of the Portal or attempt to interfere with or jeopardise, disrupt, disable, harm or otherwise impede in any manner the functionality or operation of any part of this Portal or its material.

8.3. You are strictly prohibited from using the Portal for spoofing, hacking, flaming, cracking, phishing or spamming; and/or any other malicious behaviour.

8.4. You may not intercept any information transmitted to or from Carclub Lubricants or this Portal which is not intended by Carclub Lubricants to be received by you.

9. Disclaimer and Limitation of Liability on this Portal

The use of the Portal and reliance on any Products & Services is subject to the Liability & Disclaimer Policy.

10. Warranties and Indemnities

You hereby indemnify Carclub Lubricants and its officers, directors, employees, representatives or contractors or other persons for whom in law Carclub Lubricants may be liable from any loss, damages, liability, claim or demand due to or arising out of your use of the Portal or its material or your breach of these Terms & Conditions.

11. Governing Law

This Portal is hosted, controlled and operated from the Republic of Mauritius. The parties agree that these Terms & Conditions shall be governed by and construed and interpreted in accordance with the laws of the Republic of Mauritius.

12. Whole Agreement

12.1. These Terms & Conditions, together with the Policies, constitute the whole agreement between you and Carclub Lubricants relating to your access to and use of the Portal.

12.2. No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of these Terms & Conditions which Carclub Lubricants may show, grant or allow you shall operate as an estoppel against any party in respect of its rights under these Terms & Conditions nor shall it constitute a waiver by Carclub Lubricants of any of Carclub Lubricants's rights and Carclub Lubricants shall not thereby be prejudiced or stopped from exercising any of its rights against you which may have arisen in the past or which might arise in the future.

13. Personal Information Protection / Online Privacy Policy

Please refer to the Security & Privacy Policy on the processing of personal information and personal information protection.

14. Disputes

14.1. In the event that any claim, matter or dispute arises between you and Carclub Lubricants arising out of or in connection with your use of the Portal, same must be referred to the Customer Services Department by contacting our Customer support department on Carclub Lubricants, Ave Victoria, Quatre Bornes, Mauritius. or by email on info@lubricants.mu. Both parties shall first strive to amicably resolve all matter or disputes arising from the interpretation or performance of these Terms and Conditions, failure of which, the matter or dispute will be resolved in accordance with the Mauritian Code of Civil Procedure.

14.2. Notwithstanding the clause 14.1, Carclub Lubricants reserves the right to deal with any legal claims arising from the matter in a forum of its choice, which will include but will not be limited to, the courts of the Republic of Mauritius. This right will continue to apply after termination, cancellation or amendment of these Terms & Conditions. You agree that Carclub Lubricants is entitled, but is not obliged, to institute any proceedings arising out of or in connection with these Terms & Conditions or your use of the Portal or its material, in any court in the Republic of Mauritius having jurisdiction over you, even though the cause of action in question may exceed the jurisdiction of that court.

14.3. Notwithstanding the above provisions, either party shall be entitled to institute action in any court of law of competent jurisdiction to obtain urgent interim relief or, in the case of Carclub Lubricants, including but not limited to, for the collection of any outstanding debts due and payable by you to Carclub Lubricants.

15. Address for delivery of notices

Carclub Lubricants chooses the below address for the delivery of notices for all purposes under these Terms & Conditions, whether in respect of court process, notices or other documents or communications of whatsoever nature:

Postal Address:

Carclub Lubricants Ltd

Ave Victoria, Quatre Bornes,

Mauritius.

Attention: Sales Manager.

16. Removal of Access

Carclub Lubricants may, in its sole discretion, change, amend, suspend, withdraw or discontinue any aspect, feature, Products & Services or information contained on the Portal at any time. Carclub Lubricants may also impose limits on certain features and services or restrict your access to any or all of Portal or Portal material without notice or liability.

17. Intellectual Property Rights

All the content, Trade Marks and data (including copyrighted content) on the Portal, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to Carclub Lubricants and as such are protected from infringement by local and international legislation and treaties. Any and all copyright subsisting on the Portal, including these Terms & Conditions, vested in Carclub Lubricants and all rights not expressly granted are reserved. The re-publication or distribution of any content available on the Portal including by framing or similar means is prohibited.

18. Electronic Communications

You consent to receive communications from Carclub Lubricants electronically and agree that all such agreements, notices, disclosures and other communications are deemed to be duly sent by Carclub Lubricants for the purposes of these Terms and Conditions.

19. Marketing

By registering & accepting these Terms & Conditions, you acknowledge and accept to receive promotional advertisement from Carclub Lubricants from time to time.

20. Registration Policy

1.1. This Registration Policy must be read together with the Terms and Conditions for Carclub Lubricants Online Portal and the Policies indicated therein.

1.2. Customers are free to browse the Portal without registration, but registration is mandatory for the customer to be able to perform the following:

- Make online Purchases
- Receiving newsletters with exclusive online offers
- Opening an online account

1.3. Customers will need to provide the following details to process their registration:

- Name

- Surname

- Mobile Phone Number

- A valid e-mail address. (This e-mail address will be used for identification purposes and for sending notifications and electronic receipts)

1.4. Online registration is free of charge for the Customer.

1.5. Carclub Lubricants shall use all reasonable endeavours to protect the Customer's information submitted on the Portal in line with the Data Protection Act.

1.6. This registration is subject to the Security & Privacy Policy.

1.7. Customers need to enter their email (e-mail address provided under Clause 1.3 above) and password (obtained upon registration) to log-in online.

1.8. Payment can be made using a MasterCard or Visa Card or by internet banking or by direct payment with our delivery agent at the moment of delivery.

1.9. The Customer agrees that:

- He will keep his username and password safe, and will not share them with anyone.

- He will not surrender his account to someone else.

- He takes full responsibility in case he allows someone else to place an online order using his account credential.

- He will not pass himself off as someone else or create multiple, false accounts.

- He will not use the account for any unlawful purposes

1.10. The Customer acknowledges and accepts sole responsibility for the correctness and accuracy of all information provided during the registration process. The Customer shall keep Carclub Lubricants harmless from any claims and/or losses arising from any incorrect information provided by the Customer during registration on the Portal.

1.11. The Customer is responsible for keeping his registration information confidential and for any activity on his account, notwithstanding that it may have been used by any other person with or without his knowledge or authority. If he suspects any unauthorized use of his account, he must immediately inform Carclub Lubricants on 52512521 or via email on info@lubricants.mu without any delay. Upon receiving this notification, Carclub Lubricants may reject any orders not yet executed and deactivate the Customer's password and account. Carclub Lubricants will not in any case be held responsible for any losses suffered by the Customer due to the unauthorized use of his account. The Customer further agrees to hold Carclub Lubricants harmless from any losses resulting from his non-compliance to the clause 1.9.

1.12. To deregister from the Portal account, the Customer must send an email to info@lubricants.mu. The process will be undertaken by latest the next business day and a confirmation email will then be sent to the Customer.

21 Security and Privacy Policy

2.1. We will only send your personal information such as i) name ii) email ID iii) telephone number to third party companies should you request a call back from a company promoting their offer(s) on Lubricants.mu. By filling in the request call back form and submitting it, you consent and agree that your personal information will be sent to the company in question so that they can contact you directly, either by mail or phone in order to respond to your interest in their product or service.

2.1.1. The Customer is responsible for maintaining the confidentiality of his account and password obtained upon registration and for restricting access of third parties to his account. The Customer agrees to accept full responsibility for all activities that occur under his account and/or through the use of his password.

2.1.2. During registration on the Portal, the Customer will be asked to choose a login name and a password to access his account. His email address will be used as his login name.

2.1.4. If the Customer forgets or loses his password, the password can be reset online.

2.1.5. The Customer should change his password on a regular basis.

2.1.6. The Customer should be precautious with automatic sign in; and must refrain from checking the "remember me" option on the application form screen if he uses a shared computer.

2.1.7. The Customer should notify his Bank immediately when his bank card is lost, stolen or expired.

2.1.8. Carclub Lubricants implements security measures to protect personal information of the Customers during payment transactions. All information pertaining to any transaction on the Portal is encrypted using Secure Socket Layer (SSL) protocol before transmission. This Portal secures the Customer's private information using a SSL Certificate.

2.1.9. If the Customer updates any of his information, Carclub Lubricants may keep a copy of the information that the Customer originally provided in Carclub Lubricants's archives for reasons as documented in this Policy. The Customer can view and modify his personal information by clicking on the Portal option "My Account".

2.1.10. Carclub Lubricants may also share the Customer's data with its banks and other authorized persons for the purpose of processing the online payment transactions.

22 Privacy

2.2.1. Carclub Lubricants undertakes to protect the information provided by the Customer in compliance with the Data Protection Law of Mauritius.

2.2.2. By visiting the Portal, the Customer accepts the practices described in this Security & Privacy Policy and consents to our collection, use, disclosure and retention of his personal information as described in the Terms and Conditions.

2.2.3. Carclub Lubricants will receive and store any information the Customer enters on the Portal or provides in any other way. Carclub Lubricants shall use the information that the Customer provides for such purposes as responding to his requests, customizing future shopping for him, improving its stores, and communicating with him.

2.2.4. **Cookies** Carclub Lubricants automatically collects certain personal information when the Customer is using the Portal and mobile applications, such as the customer's IP address, browser type, operating system, mobile carrier, ISP, URLs of sites from which the Customer arrives or leaves the Portal and/or mobile applications and sites that have embedded Carclub Lubricants's platform technology. Through cookies and other technologies Carclub Lubricants is able to recognize the Customer as an existing or registered user of the Portal and/or mobile application. A cookie is a tiny data file that resides on the Customer's computer, mobile phone, or other device, and allows Carclub Lubricants to recognize the Customer when he returns to the Portal using the same computer and web browser.

2.2.5. Carclub Lubricants may use the Customer's personal information as follows: - To better understand the Customer's needs and to provide a better overall service by contacting the Customer in relation to the Products and Services provided by Carclub Lubricants. - To inform the Customer about deals and promotions that Carclub Lubricants may have, by sending promotional materials or details by e-mail or post. - To contact the Customer regarding account status, changes to the Terms and Conditions and other matters relevant to the underlying services. - To fulfill the Customer's transaction requests, and to deliver the ordered products to the Customer. - As requested by law.

2.2.6. The Customer's personal information can only be disclosed to third parties where required or as authorized by the Law.

2.2.7. Carclub Lubricants does not store any of the Customer's Credit Card information. This information is held by Mauritius Commercial Bank online payment gateway who is the payment processor, and is PCI DSS certified by the Card Association (VISA and MasterCard) as per international compliance norms for VISA and MasterCard.

Secure On-Line Payment SECURE ON LINE PAYMENT FROM MCB BANK (Mauritius Commercial Bank) Online ordering is simple and secure, all Visa and MasterCard's are accepted. Transactions are processed using MCB online payment gateway, a secure, highly respected and internationally recognized payment service. All transactions are completely secure and payments are processed via secure servers of the MCB Bank itself that encrypt your credit card details. WE DO NOT ENCRYPT ANY DATA OF YOUR CREDIT CARD OR CREDIT NUMBER; ALL IS SECURED AND ENCRYPTED BY OUR PAYMENT GATEWAY BANK (Mauritius Commercial Bank). When buying online from www.Lubricants.mu, your contact details, such as name, address and email address are collected, to enable your order to be processed for confirmation and dispatch emails to be sent to you. However, you will not be asked for your credit card details whilst on this site. When you are ready to pay you will be redirected to the secure MCB Payment Gateway.

2.2.8. Carclub Lubricants makes no warranty that:

1. The Portal will meet the Customer's requirements or will always be accessible;
2. The Portal will be uninterrupted, timely, secure, error-free or free from computer virus or other invasive or damaging code;
3. The results that may be obtained from the use of the Portal will be accurate or reliable;
4. The quality of any products, services, information, or other material purchased or obtained by the Customer through the Portal will meet his expectations; and
5. Any errors in the Portal will be corrected.

23 Product & Services Policy

3.1. Online purchase (for purchase products)

3.1.1. The Customer must be a registered Customer (kindly refer to the Registration Policy) to be able to make online purchases and payments.

3.1.2. Payment for Products & Services shall be made in local currency (Mauritian Rupee).

3.1.3. The Customer can choose from the following payment methods at the moment of placing an online order:

a) Online payment using MasterCard or VISA Card

b) Internet banking transfer

c) Pay on Delivery by cash payment or Debit / Credit card payment with the Carclub Lubricants delivery agent.

3.1.4. Value Added Tax (VAT) is included in the showcase price.

3.1. Online hire-purchase application (for purchase products via hire-purchase)

3.1.1. The Customer must be a registered Customer (kindly refer to the Registration Policy) to be able to make online purchases and payments.

3.1.2. Hire purchase is applicable online and made in local currency (Mauritian Rupee).

3.1.3. Hire purchase prices may vary according to the number of installments selected and a 10% deposit may apply to certain products. Kindly note, approval of the Credit Application is determined by either CIM Finance or Rogers Capital depending on the credit institution chosen at the moment of placing the order. In addition;

a) 12% APR is applicable

b) A service fee of a maximum of 6.5% of the retail price can be applicable

3.1.4. By subscribing to a credit application, the Customer authorizes: (i) the Carclub Lubricants to collect on its behalf, all information relating to the customer's KYC documents: Pay Slip, ID Card, Proof of Address, Bank Payroll, Statement of Account, and any other required information (hereinafter referred to as the "Personal Data") held by Carclub Lubricants; and (ii) Carclub Lubricants to disclose such Personal Data to any third party in order to vet and approve his hire purchase or loan application and agree to hold the Carclub Lubricants and/or any of its agents or third party harmless in the execution of its instructions

and not to enter any action against the aforesaid parties. The Customer hereby irrevocably renounce to any rights it has accordingly

3.2. Notifications on successful / failed Transactions

3.2.1. A confirmation including a receipt of the transaction (the "Transaction Receipt") will be sent to the Customer 's e-mail account upon successful online payment for Products & Services purchased and/or postpaid settlement at the moment of delivery.

- The Transaction Receipt will have a unique identification number to the transaction.
- The Customer's bank card account number will not appear on the Transaction Receipt.

3.2.2. The Customer can view order history of his account at all times by logging into 'My Account' accessible on the Portal.

3.3. Prices

3.3.1 Our products are sold at the price advertised on the website at the time of your order. We reserve the right to change the prices at any time, prior to the confirmation of your order. All prices are listed in Mauritian rupees.

3.3.1 All prices are inclusive of VAT at the applicable rate at the time of your order and a delivery fee of Rs 150 will apply for orders having a total value less then Rs 1,000 (Incl. Vat). All Orders having a total value above Rs 1,000 will benefit from Free delivery

24. Delivery Policy

4.1. Once the Customer places an online order, Carclub Lubricants commits to deliver the order within 1 to 3 business days.

4.2 Should the product be out of stock Carclub Lubricants will immediately inform the customer by email or telephone and a full refund will be granted should Carclub Lubricants be in possession of the payment.

4.2. The Customer understands that delivery of the ordered items shall occur only at locations within the Mauritian territory limits excluding Rodrigues and other Outer Islands.

4.3. To ensure safe delivery, the Customer must properly fill the delivery address, the mobile number and any specific instructions in the fields provided online.

4.4. Carclub Lubricants Delivery Team will contact the Customer directly to notify him when the delivery of his order shall take place.

4.5 For product(s) ordered that need to be delivered by external partners or suppliers, Carclub Lubricants shall request the full payment of the order prior to the delivery being done by the external partner or supplier.

4.6. Carclub Lubricants commits to deliver the ordered and available items within 3 Business Days (excluding weekends and public holidays). Should Carclub Lubricants not be in a position to deliver the Customer's orders within the given time-frame (for e.g in case of any force majeure), Carclub Lubricants Delivery Team shall contact the Customer immediately & notify him when the delivery of his order shall take place.

4.7. In the event that the Customer notices a change in his availability with respect to receiving his ordered products, he must call Carclub Lubricants on 52512521 to notify the Delivery Team as soon as he reasonably can.

4.8. The Customer needs to present his identification document (National ID or Passport) to the Carclub Lubricants Delivery Staff before accepting the delivery.

4.9. The Customer must ensure and check that the product delivered is the right one and that he receives a Warranty Certificate, where applicable. A sales invoice indicating the amount paid by the Customer will also be provided to him upon delivery.

4.10. The Customer will have to sign a Delivery Note acknowledging delivery of the products and need to check and ensure that his products are delivered sealed. For any issue regarding the delivered product, the Customer will have to inform Carclub Lubricants on 52512521.

4.11. Carclub Lubricants will not install any product(s) on behalf of the customer.

4.12. Once a product has been delivered to a customer Carclub Lubricants will not grant any refund. So it is the responsibility of the customer to ensure that the product is in good condition and meets his or her expectation at the moment of delivery as no refund or exchange will be allowed once delivery has been done.

4.13. Once delivery has been made, we will not be liable for any breakages, nonconformity or shortages of the products ordered.

25. Cancellation of Order & Refund Policy

5.1. For the purchase of products, the Customer may cancel his order within 24 hours following the purchase by calling the Carclub Lubricants Customer Care on 52512521.

5.2. For cancelled orders as per 5.1 above, the Customer will have to give the Order Confirmation Number when calling on 52512521 for processing of the cancellation. Carclub Lubricants shall endeavor to reverse the payment back to his bank card account. For each cancelled order, the Customer will be charged a fee of 5% on the purchase amount.

5.3 Goods once sold are not exchangeable and non-refundable.

26. Returns & Refunds Policy

6.1. Returns may be considered upon delivery by Carclub Lubricants and subject to the following conditions:

- The product delivered does not meet the customers' expectations.
- If the Customer notes that the delivery box is not sealed or is damaged at the time of delivery.
- If an out of box failure is noted for the particular product upon testing at time of delivery.
- If there is a mismatch between the product ordered and the delivered one.
- For the conditions mentioned above:
 - The Customer must not accept delivery and must immediately rerun the product(s) to the Carclub Lubricants Delivery Staff.
 - The Customer understands that the second delivery depends on stock availability, and where stock is available, the product will be delivered to the Customer within 3 Business Day.

6.2. After delivery, the Customer must notify Carclub Lubricants as soon as reasonably possible once he becomes aware of any defect in the operation of a product by calling on 2637082. Any request for return will be considered solely based on the warranty conditions attached to the product including the following conditions:

- The Customer must bring the defective product to Carclub Lubricants Head Office located at Ave Victoria, Quatre Bornes, Mauritius together with the valid Warranty Certificate.
- The Customer agrees neither to, nor allow any other party to modify or tamper the product. Any evidence of tamper will be tantamount to material breach by the Customer and Carclub Lubricants shall have no obligation to accept back the product.

- The Customer must present the Sales Invoice, and/or the Transaction Receipt and identification details (National ID or Passport).

6.3. Goods once sold are not exchangeable and non-refundable.

27. Liability & Disclaimer Policy

7.1. Carclub Lubricants will not be responsible nor liable for any losses suffered by the Customer resulting from the rejection of transactions, the non-processing of bank card payment, delay in delivery of products or for any other reasons beyond Carclub Lubricants's control including but not limited to insufficient funds in the Customer's account, network downtime, expired bank card.

7.2. Carclub Lubricants shall not be liable for the unavailability of the Portal in the event of a Force Majeure or for acts of omissions of persons or bodies for whom Carclub Lubricants is not responsible or any other cause, whether similar or dissimilar, outside Carclub Lubricants's control.

7.3. No liability of any nature whatsoever shall be incurred by Carclub Lubricants on the happening of a force majeure or any such events as aforesaid.

7.4. The use of the Portal and reliance on any products or services available online is entirely at the Customer's own risk. The Portal, including all its functionalities, is provided "as is" and Carclub Lubricants will not be liable for any unavailability, interruption, downtime, malfunction, or failure of the Portal for any reason whatsoever.

7.5. Carclub Lubricants does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed on, linked to or distributed through the Portal. The Customer acknowledges that any reliance upon any such opinion, advice, statement or information shall be at his sole risk. Carclub Lubricants reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Portal and the Products & Services listed herein.

7.6. Whilst Carclub Lubricants takes reasonable precautions in its operation of the Portal, neither Carclub Lubricants nor its representatives will assume any responsibility and neither Carclub Lubricants nor its representatives shall be liable for any damages to or for viruses that may infect the Customer's computer equipment or other property on account of his access to, use of or browsing of the Portal or his downloading of any materials, data, text images, video or audio from this Portal. Any material downloaded or otherwise obtained through the use of the Portal is done at the Customer's own discretion and risk and he will

be solely responsible for any damage to his computer system or loss of data that results from the download of any such material and Carclub Lubricants will be held harmless from such claims at all times.

7.7. The Customer agrees that under no circumstances whatsoever, Carclub Lubricants , its employees, representatives or contractors may be held liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss, damage or damages of any kind whatsoever or howsoever caused (whether arising under contract, delict, negligence, or otherwise and whether the loss was actually foreseen or reasonably foreseeable), including but not limited to any loss of profits, loss of revenue, loss of operation time, corruption or loss of information or data and/or loss of contracts sustained by the Customer, his directors, employees, dealers or customers, resulting from his use of or inability to use the Portal or its material.

7.8. Carclub Lubricants will at its best efforts screen or edit all the content available from the Portal to ensure that there is no illegal, defamatory or obscene content. You are encouraged to inform Carclub Lubricants of any content on the Portal that may be offensive or illegal and hold Carclub Lubricants harmless from any claims arising thereof.