

ContiSure Warranty

The financial risk related to the ContiSure Warranty is borne by Continental Tyre South Africa (Pty) Ltd (CTSA).

INTRODUCTION

Please read these Terms and Conditions carefully. Participation in this ContiSure Warranty program will constitute your agreement to comply with these Terms and Conditions

Please take note that important clauses, which may limit our responsibility; or place an obligation on you to indemnify us; or involve an acknowledgment of any fact; or involve some risk for you, will be in bold. You must pay special attention to these clauses.

This document contains the ContiSure Warranty wording. This ContiSure Warranty is only valid for Continental branded passenger, 4x4 and light commercial tyres purchased from BestDrive dealerships, hereafter referred to as participating dealership centres.

In this document, “Consumer” or “Purchaser” refers to “You” whereas Continental Tyre SA (CTSA) refers to “Us” or “We”.

This ContiSure Warranty is for customers to receive a free replacement tyre of the same size and design of that specified on the invoice, Continental branded tyres only, when suffering irreparable damage to a tyre, subject to the terms and conditions of this ContiSure Warranty.

This ContiSure Warranty wording as found on www.contisure.co.za together with the ContiSure Warranty Brochure, and in some cases the dealer original sales invoice contains the declarations, authorizations and agreements pertaining to this ContiSure Warranty. This is the basis of this contract.

In the event of any conflict between the provisions of this ContiSure Warranty and that of any other document as mentioned above, the provisions of this document shall prevail.

COMMUNICATION

Any communication regarding this ContiSure Warranty can be addressed via the www.contisure.co.za.

1. ContiSure Warranty Applicability

1.1 Warranted Items

Warranted item(s) shall mean any new Continental branded passenger, 4x4 or light commercial vehicle tyre(s), 13 inch and upwards, purchased **and fitted at a participating dealer** to the customer's vehicle, with an accompanying invoice.

1.2 ContiSure Warranty Activation – Information Required

Registration for the ContiSure Warranty program must be done by the consumer within ten (30) calendar days from date of invoice.

On registration of this ContiSure Warranty, the data specified below must be provided by you or the participating dealership to CTSA, via the registration form found at www.contisure.co.za.

- Personal Information
- Store Information
- Vehicle Information
- Fitment Information
- Transaction Information
- Copy of Original Invoice

Participating dealership centres may provide assistance to you, however, cannot register on your behalf.

Once you have registered the registration form will be audited and approved or activated, if information is missing from the registration form, you will be contacted to provide such information, failure to do so will result in the registration not being approved.

1.3 Warranted Event

The Customer may claim against this ContiSure Warranty when Warranted Item(s) are accidentally damaged and are deemed irreparable as a result such damage, accidental damages include, cut damage, penetrations or impacts occurring on a **public** road within the borders of South Africa, Botswana, Lesotho, Namibia or Swaziland.

The date of loss shall be the date on which the accidental damage occurs and must fall within the Period of Warranty.

1.4 Benefit

Participating dealerships shall provide you with a replacement tyre (as explained below) on behalf of Continental Tyre South Africa.

1.5 Value Determination

For the duration of warranty, you will receive a replacement tyre of the same size and design up to the minimum tread depth of 1.6mm.

In the event of no stock being available, a replacement tyre of the same size and alternative design, may be provided, if not, a credit will be passed to the value of the invoice price, which can be used to purchase an alternate product.

1.6 Limitation of Benefits

1.6.1 In the event of a credit payment due to stock unavailability, this will not be paid in cash but paid towards the purchase of a replacement tyre from a participating dealership centre and paid at the original invoice price. Any exceptions are at the discretion of CTSA.

The Customer will be liable for the cost of fitment, balancing and alignment.

1.6.2 Only one claim per Warranty Item (tyre) can be made and only four (4) claims within the 12-month period or Warranty Period.

1.6.3 Tyres that are under the legal tread wear indicator, 1,6 mm (one point six millimeter) are not subject to warranty, this applies to all tread wear indicators found across the wide and circumference of the tyre.

1.7 Period of Warranty

This ContiSure Warranty will be valid for 1 (one) year from date of purchase of the Warranted Item(s) as indicated on the Original Sales Invoice.

The ContiSure Warranty will terminate ~~on the earlier of~~ if:

- the tread of the Warranted Item(s) being worn to less than the Legal Tread Limit of 1.60mm as measured at the time of a claim; Or
- the expiration of 1 (one) year from date of purchase of the Warranted Item(s); Or
- the sale of the Warranted Item(s) or vehicle to which the tyre was fitted, Or
- the removal of the Warranted Item(s) from vehicle to which the items were originally fitted, Or
- a claim has been already processed (one claim per tyre)

1.8 Customer Obligation to maintain the ContiSure Warranty

In order to maintain the ContiSure Warranty, the customer has an obligation to visit a Participating Dealer for a tyre inspection and tread depth check regularly. At this time one should be considering tyre rotation and wheel alignment. The dealer will record such visits in the ContiSure database, EVERY three (3) months from the date of fitment, with a 30-day window between the specified months.

For example,

Date of invoice	12-January-2023
Warranty period	12-January-2023 to 11-January-2024
Tyre inspection 1	12-April-2023 (28-March-2023 to 27-April-2023)
Tyre inspection 2	12-July-2023 (25-June-2023 to 26-July-2023)
Tyre inspection 3	12-October-2023 (27-September-2023 to 26-October-2023)

Failure to meet the inspection checks will result in the warranty items falling out of warranty. Reminders via email and SMS will be made 5 days prior to inspection checks.

For example and based on the example above.

Tyre inspection 1	Communication on 23-March-2023
Tyre inspection 2	Communication on 20-June-2023
Tyre inspection 3	Communication on 22-September-2023

2. Exclusions and Limitations of the ContiSure Warranty

CTSA's liability in terms of this ContiSure Warranty shall not under any circumstances:

- 2.1 Extend to taxis, buses, caravans, trailers, commercial vehicles.**
- 2.2 Extend beyond the Period of 1 Year after the original purchase date.**
- 2.3 Exceed the number of tyres fitted as detailed on the original sales invoice.**
- 2.4 Extend to tyres having less tread than the recommended Tread Limit of 1.6mm.**
- 2.5 Extend to Customer that have not had their tyre inspections at 3, 6 and 9 months done as specified.**

3. Specific Exclusions on the ContiSure Warranty

CTSA shall not be liable for:

- 3.1 Loss of or damage to the motor vehicle on which the Warranted Item was fitted.**
- 3.2 Loss of or damage to the rims of the motor vehicle on which the Warranted Item was fitted.**
- 3.3 Liability because of injury or death from a Warranted Event.**
- 3.4 Any tyre deemed safely repairable in the opinion of the tyre dealer.**
- 3.5 Any claim where the Warranted Item becomes unusable and irreparable because of.**
 - a) Vandalism.**
 - b) Abuse.**
 - c) Mechanical irregularities of the vehicle.**
- 3.7 Not having the tyre inspections done as specified, every 3, 6 and 9 months after date of invoice.**
- 3.8 Loss or theft of the Warranted Item(s).**

4. General Exclusions

4.1 This ContiSure Warranty does not cover loss or damage directly or indirectly caused by, related to or in consequence of:

A.

(i) Civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above

(ii) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) or civil war

(iii) (a) Mutiny, military rising, military or usurped power, martial law or state of siege or any other event of because which determines the proclamation or maintenance of martial law or state of siege, (b) Insurrection, rebellion or revolution

(iv) Any act (whether on behalf of any organization, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local, or tribal authority with force or by means of fear, terrorism or violence.

(v) Any act which is calculated or directed to bring about loss or damage to further any political aim, objective or cause or to bring about any social or economic change or in protest against any State or Government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof

(vi) Any attempt to perform any act referred to in clause (iv) or (v) above

(vii) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in clauses (i), (ii), (iii), (iv), (v) or (vi) above.

If the participating tyre dealer or CTSA allege that by reason of clauses (i), (ii), (iii), (iv), (v), (vi) or (vii) of this General Exclusion loss or damage is not covered by this ContiSure Warranty, the burden of proving the contrary shall rest on the Customer.

B.

Any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this warranty applies.

4.2 Notwithstanding any provision of this ContiSure Warranty including any exclusion, exception or extension or other provision not included herein which would otherwise override a General Exclusion, this cover does not cover loss or damage to the Warranted Item(s) or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any cause or event contributing concurrently or in any sequence to the loss, damage or expense. For the purpose of this General Exclusion 4.2 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or Government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any Government or for the purpose of inspiring fear in the public or any section thereof. If we allege that, by reason of this General Exclusion, loss or damage is not covered by this, the burden of proving the contrary shall rest on the Customer.

4.3 This ContiSure Warranty does not cover any liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from

- (a) Ionizing, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel.
- (b) Nuclear material, nuclear fission or fusion, nuclear radiation.
- (c) Nuclear explosives or any nuclear weapon.
- (d) Nuclear waste in whatever form; regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this General Exclusion only, combustion shall include any self-sustaining process of nuclear fission.

4.4 This ContiSure Warranty does not cover loss, damage, cost, or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or other officials or authorities. If Continental Tyre South Africa says that a claim is not covered because of the General Exclusion under clause 4 above, then the Customer must prove the contrary.

4.5 Natural disasters

5. General Conditions

5.1 Territorial Limits

This ContiSure Warranty is limited to Warranted Events on public roads in the Republic of South Africa, Botswana, Lesotho, Namibia or Swaziland. If the Warranted Item(s) is damaged anywhere outside the Republic of South Africa, Botswana, Lesotho, Namibia or Swaziland, or not on a public road, no benefit will be received under this ContiSure Warranty whatsoever.

5.2 Transfer of Ownership

The ContiSure Warranty for the Warranted Item(s) cannot be assigned to any other person and shall lapse in the event that the Warranted Item(s) be removed and / or transferred to a vehicle other than the specified vehicle to which the tyre was originally fitted, as recorded on the Original Sales Invoice.

5.3 Amendments to the Warranty

CTSA may amend this ContiSure Warranty. Amendments that affect the cover provided by this ContiSure Warranty shall be done at the discretion of Continental Tyre South Africa and this will be communicated only to participating dealers.

5.4 Cancellation

This ContiSure Warranty may be cancelled by CTSA at its sole discretion. Such cancellation will be communicated only to participating dealers.

5.5 Misrepresentation, Non-Disclosure or Incorrect Description

Misrepresentation, non-disclosure or incorrect description of any material fact or circumstances in connection with this ContiSure Warranty, may result that a claim in terms of this ContiSure Warranty, be rejected.

5.6 Fraud

If any claim or part thereof under this ContiSure Warranty is in any way fraudulent, or if any fraudulent means or devices are used by the Customer or anyone acting on the Customer's behalf to obtain any benefit under this ContiSure Warranty, all benefits afforded in terms of this ContiSure Warranty shall be forfeited. Furthermore, this ContiSure Warranty may, at CTSA discretion, be voided or cancelled as from the date of the fraudulent conduct. CTSA is entitled to contact the Customer for investigations and/or gathering of evidence.

5.7 Dispute Resolution, Rejection of a Claim and Time Bar

If a participating dealer rejects a claim in terms of this ContiSure Warranty, representation may be made to CTSA within 90 days of the claim.

You can contact via e-mail to support@ContiSure.co.za.

5.8 Condition Precedent

Compliance by the Customer or anyone acting on behalf of the Customer with all the terms and conditions of this ContiSure Warranty is a condition precedent to CTSA liability in terms of this.

5.9 Currency and Law

The calculation of the Credit Amount as calculated under clause 1.4, shall be in South African Rand, Namibian Dollar, Botswana Pula, Swaziland Lilangeni and Lesotho Loti as the case may be and any questions of law shall be decided according to South African Law.

5.10 The claims process

- 5.10.1 When a Warranted Event occurs, which may result in a claim in terms of this ContiSure Warranty, the Customer is required to proceed to the nearest participating dealer within 30 (thirty) days of the event and present his/her ID, together with the specified vehicle, Warranted Item(s), Original Sales Invoice and proof that Tyre Service intervals as defined 1.10 were adhered to.
- 5.10.2 Once the Tyre Dealer Claims official has assessed the Warranted Item(s) and the claim has been approved, the benefit(s) provided by this ContiSure Warranty shall be a new replacement Continental branded tyre.
- 5.10.3 In the event of a valid claim being approved, the Customer will not be entitled to buy/retain the Warranted Item(s). Ownership in and to the Warranted Item(s) shall pass to Continental Tyre South Africa against receipt of the ContiSure Warranty benefit.
- 5.10.4 In the event a credit is processed because of stock unavailability, the settlement amount shall be determined by tyre dealer on behalf of CTSA, based on the original invoice price. Should the Customer dispute any determination made by the tyre dealer such dispute shall be referred to CTSA in the first instance as more clearly explained under Dispute Resolution above.

5.11 Continental Tyre South Africa (CTSA) Rights

Despite what this ContiSure Warranty says elsewhere, CTSA will not be liable for the benefit(s) of this ContiSure Warranty unless the ContiSure Warranty Activation Process described in 1.1 was properly followed. The Customer must present the Original Sales Invoice in order to prove that the ContiSure was properly activated at the time of the original purchase. The Customer must also prove that the tyre service intervals of every three (3) months, has been adhered to and recorded by the tyre dealer in the ContiSure database.

5.12 Right to information in terms of POPIA (Section 18)

5.12.1 Continental, in order to perform in terms of this ContiSure warranty terms and will have to process certain Personal Information which is owned or held by you. **The lawful ground for processing relied upon for ContiSure is that processing of personal information is necessary to carry out actions for the conclusion or performance of a contract to which you are a party, being ContiSure warranty terms and conditions. Continental does not require your consent to process your personal information for this purpose.**

Continental, in order to comply with POPIA must provide you with a number of details pertaining to the processing of your Personal Information, before such information is processed, this information is available on the ContiSure website under data protection referred to as: **CONTINENTAL'S ADDITIONAL PROCESSING NOTICE FOR CONTISURE** (<https://www.contisure.co.za/#/DataProtection>)

Should you require detailed information about the privacy practices of Continental please refer to the **PROCUREMENT PROCESSING NOTICE**, which you are requested to read together with the Additional Processing Notice for ContiSure, which can be accessed, viewed and downloaded by clicking this link: <https://www.continental-tyres.co.za/car/dataprotection>.

5.12.2 Continental will process your Personal Information in pursuit of its legitimate interests for purposes of, conducting customer satisfaction survey about ContiSure and Continental's products, improvement of services to you, conducting market research and /or investigating complaints or foul play.