

Terms and Conditions for www.mce.co.za

Effective Date: 27 July 2025

1. Introduction

Welcome to www.mce.co.za (the "Website"), an e-commerce platform operated by MCE (Pty) Ltd, a company registered in South Africa with its registered office at [Insert Physical Address], South Africa. These Terms and Conditions ("Terms") govern your access to and use of the Website, including the purchase of any products available on the platform. By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Website.

These Terms constitute a legally binding agreement between you (the "User") and MCE (Pty) Ltd ("we," "us," or "our"). We reserve the right to amend these Terms at any time, and your continued use of the Website following any changes shall constitute your acceptance of such changes.

2. Definitions

In these Terms, the following words shall have the following meanings:

- **"Website"** means www.mce.co.za.
- **"User"** means any person who accesses or uses the Website, including registered account holders.
- **"Products"** means the physical goods available for purchase on the Website, intended for commercial and industrial use.
- **"Services"** means any services provided through the Website, including but not limited to the sale and delivery of Products.
- **"Account"** means the user account created by you on the Website to access certain features and make purchases.

3. Eligibility and Account Registration

3.1. To use the Website, you must:

- Be at least 18 years of age;
- Be legally capable of entering into binding contracts; and
- Reside within Africa.

3.2. You are required to create an Account to make purchases on the Website. When registering, you must provide accurate, complete, and up-to-date information. You are responsible for maintaining the confidentiality of your Account details and for all activities that occur under your Account.

3.3. We reserve the right to suspend or terminate your Account if we reasonably believe that you have breached these Terms or provided false information.

4. Prohibition on Linking Social Media Accounts

4.1. Users are not permitted to link their social media accounts to the Website. Any attempt to connect or integrate social media profiles with the Website is strictly prohibited.

5. Products and Orders

5.1. The Website offers physical goods for sale, which are intended for use in both commercial and industrial settings. All descriptions, images, and specifications of Products are for illustrative purposes only and may not represent the exact Product delivered.

5.2. By placing an order, you make an offer to purchase the Products in accordance with these Terms. We reserve the right to accept or reject any order at our discretion. A contract for the sale of Products shall only be formed once we confirm your order via email.

5.3. We make every effort to ensure that the prices displayed on the Website are accurate. However, in the event of an error, we reserve the right to cancel any order placed at an incorrect price.

6. Payment

6.1. All payments must be made using a valid Visa or Mastercard payment method. We do not accept any other forms of payment.

6.2. All prices are listed in South African Rands (ZAR), and all payments must be made in ZAR.

6.3. Payment must be made in full at the time of placing your order. We will not process or dispatch any order until payment has been received.

7. Delivery

7.1. We will deliver the Products to the address provided by you during the order process. Delivery times are estimates only and are not guaranteed.

7.2. Risk of loss or damage to the Products passes to you upon delivery. If you receive damaged or incorrect Products, you must notify us within [Insert Number] days of delivery.

8. Refunds and Returns

8.1. For information on refunds and returns, please refer to our separate Refunds and Returns Policy, which forms part of these Terms.

9. User Conduct

9.1. You agree to use the Website only for lawful purposes and in a manner that does not infringe the rights of others or restrict their use of the Website.

9.2. Users are prohibited from:

- Posting any content to the Website;
- Posting reviews directly to the Website;
- Attempting to gain unauthorised access to any part of the Website or its systems;
- Using the Website to transmit any harmful or illegal material.

9.3. We reserve the right to suspend or terminate your access to the Website if you breach this clause.

10. Intellectual Property

10.1. All content on the Website, including but not limited to text, graphics, logos, and software, is the property of MCE (Pty) Ltd or its licensors and is protected by copyright, trademark, and other intellectual property laws.

10.2. You may not reproduce, distribute, or create derivative works from any content on the Website without our prior written consent.

11. Data Protection and Privacy

11.1. We are committed to protecting your personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and other applicable South African data protection laws. For more information, please refer to our Privacy Policy.

12. Limitation of Liability

12.1. To the fullest extent permitted by law, MCE (Pty) Ltd shall not be liable for any direct, indirect, incidental, or consequential loss or damage arising from your use of the Website or the purchase of any Products.

12.2. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, fraud, or any other liability that cannot be excluded by law.

13. Governing Law and Jurisdiction

13.1. These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.

13.2. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of South Africa.

14. Amendments to These Terms

14.1. We reserve the right to amend these Terms at any time. Any changes will be posted on the Website, and it is your responsibility to review these Terms regularly. Your continued use of the Website following any amendments constitutes your acceptance of the revised Terms.

15. Contact Information

15.1. If you have any questions or concerns about these Terms, please contact us at:

- **Email:** info@mce.co.za
- **Physical Address:** 10 Pieter Wessels Street Stafford Ext 2, Johannesburg, South Africa
- **Telephone:** +27 11 683 0641

16. General Provisions constitute the entire agreement between you and MCE (Pty) Ltd regarding your use of the Website and supersede all prior agreements or understandings.

16.2. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

16.3. Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

17. Website Cookies, Privacy Policy, and the POPI Act

17.1. Cookies

We use cookies on our Website to enhance your browsing experience and to gather information about how you interact with our site. Cookies are small text files stored on your device that help us improve the functionality and performance of the Website. By using our Website, you consent to the use of cookies in accordance with our [Cookie Policy](#). You can manage your cookie preferences through your browser settings; however, disabling cookies may affect the functionality of certain features on the Website.

17.2. Privacy Policy

Your privacy is of utmost importance to us. Our [Privacy Policy](#) explains how we collect, use, disclose, and protect your personal information when you use the Website. By accessing or using the Website, you agree to the terms outlined in our Privacy Policy. We encourage you to review the Privacy Policy regularly to stay informed about how we handle your personal data.

17.3. Compliance with the POPI Act

We are committed to protecting your personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and other applicable South African data protection laws. Our Privacy Policy provides detailed information on how we comply with POPIA, including your rights as a data subject under the Act. These rights include, but are not limited to, the right to access, correct, or request the deletion of your personal information. If you have any concerns about how your data is being processed, please refer to our Privacy Policy or contact us directly.

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