

Delivery Terms & Conditions

WHEN SHOULD YOU EXPECT YOUR DELIVERY?

Delivery times vary from 1-7 business days depending on your location. Please refer to the product landing page for details as this varies for different products. By default we ship your order as complete, meaning that if you ordered more than one product delivery will take place according to the product with the longest lead time. Please contact us should you wish to receive a part shipment.

AREAS OF DELIVERY

The good news is that we deliver to your door anywhere within South Africa. We pride ourselves on our door-to-door delivery applicable to all of our nine provinces. EZRails also deliver outside of South Africa to the following neighboring countries only: Swaziland, Botswana, Lesotho and Namibia. An additional surcharge will be applicable. For all SADC shipments please contact us directly.

EXPRESS DELIVERY

If you need your order quicker than our standard delivery service then an Express Delivery Service can be specially arranged for your order. Additional surcharge for this service will be applicable and insurance will be an optional extra. By using Express delivery, you will forfeit our Free Delivery Service.

HOW PAYMENT AFFECTS MY DELIVERY

If you're paying by credit or debit card and your order reaches us before 16h00, your purchase will be packaged and dispatched on the same day (unless it's a weekend or a public holiday) and providing the product is from our stocked ranges. For EFTs and bank transfers we need to check your funds have cleared in our bank account before we dispatch your order. This will be done as fast as possible but you can speed the process up by sending us your proof of payment.

DELIVERY CHARGES

Delivery to an address within South Africa will carry delivery charges. Delivery to Swaziland, Lesotho, Botswana, or Namibia will carry delivery charges. Please contact us prior to placing your order to discuss these charges.

HOW CAN I TRACK MY ORDER?

If you have your tracking/waybill number on hand, please click here to be taken to the Courier guy Track and Trace section, alternatively copy paste this link into your browser <https://thecourierguy.pperfect.com/> where you can then enter the waybill number. Tracking information becomes available from 6pm on the day that your orders was dispatched. If you do not have a tracking number please contact us to assist you with an update on your delivery.

DO YOU SHIP INTERNATIONALLY?

Yes we do! Please contact our sales team telephonically on 086 136 5970 or email janine@ezrails.co.za

Terms of Service

[Read the following terms before deploying a service with us.](#)

The following terms of service ("TOS") will apply to the agreement to provide service between EZRails & DSPSA ("Company"), and the individual or business entity identified on the order for said services ("Customer"). These terms, along with the attached Acceptable Use Policy ("AUP"), shall hereinafter be referred to as the "Agreement" between the two above mentioned parties.

Delivery of Goods Policy:

EZRails offers 2 (two) methods of delivery of product to you. You may elect delivery via:

1. courier; or
 2. self-collection.
- By choosing Option 1; EZRails will utilise The Courier Guy for delivery of goods. This is a courtesy and not a service within our company's scope of services.
 - Please inform the salesperson should you require insurance.
 - A Waybill Number will be provided for self-track and trace, once your order has left our premises.
 - Please familiarise yourself with The Courier Guys Terms & Conditions of Carriage.
 - Alternatively, send your own courier of choice.

Standard Returns Policy

We want you to be happy with your purchase. If you are not completely satisfied, you can return the product to us and we will either repair/replace it, or credit your account, subject to the below terms. This Policy applies to products bought from EZRails itself and not from Third Parties.

This Policy forms part of the EZRails Terms and Conditions, and so words defined in the Terms and Conditions have the same meaning in this Policy, unless the context indicates otherwise. Nothing in this Policy is intended to limit your statutory rights in any way.

Preparing your products for a return

To ensure your request is processed as quickly as possible you are responsible for the following when returning your products;

- package your products safely and securely for protection during transit;
- clearly mark your return reference number on the outside of the parcel; and
- include all accessories and parts that were sold with the product.

Failure to adhere to any of these requirements could delay the processing of your request or result in its decline altogether.

Products damaged on delivery

Should a product be damaged or missing any parts or accessories at the time of delivery / collection, **please notify us within 7 days** of such delivery / collection by emailing to returns@ezrailsdiy.com

We will arrange to collect the product from you at no charge. Once we have inspected the product and validated your return, we will at your choice repair / replace the product as soon as possible (if such repair is possible/ we have the same product in stock to use as a replacement) or credit your account with the purchase price of the product.

Defective products

We do our best to ensure that the products we deliver to you are of a high quality, and in good working order and without defects.

What is a defect? A defect is a material imperfection in the manufacture of a product or any characteristic of a product, which makes the product less acceptable than one would reasonably be entitled to expect in the circumstances.

The following will **NOT** be regarded as defects and will not entitle you to a return:

- faults resulting from normal wear and tear;
- damage arising from negligence, user abuse or incorrect usage of the product;
- damage arising from sea air corrosion;
- damage arising from a failure to adequately care for the product;
- damage arising from unauthorized alterations to the product;
- damage arising during transit by third party;
- where the specifications of a product, although accurately described on the Website and generally fit for its intended purpose, do not suit you; and
- in relation to used products, signs of handling and/or repackaging.

If you return a defective product to us, but you fail to return all of the accessories and parts that were sold with that product, we are entitled to (subject to applicable law) refuse the return, or only to replace the item that you did return.

1. **Refund Policy:** All services rendered by the Company are provided on a non-refundable basis. This includes, but it not limited to, confirmed manufactured

order by ("Customer"), extra fees charged for unforeseen scope of work, professional services fees, regardless of change of mind, order remains binding. In addition, if your dispute by the ("Customer") is cancelled for violation of this Agreement or the attached Acceptable Use Policy, all payments made to the Company become completely non-refundable. Customer agrees not to charge back any credit card payments for services rendered. In the event that a customer files a charge back or other payment dispute, they will be considered to be in violation of this agreement and may be subject to collection action as described in section 2 below.

2. **Indemnification:** Under no circumstances shall the Company be held liable for damages resulting from any delay of service due to back orders, manufacturing delayed lead times, unforeseen shipment delays, unforeseen lock down imposed. During this time of Covid our staff are working remotely. Customer also acknowledges that in no case will the Company be liable for damages as a result of its own negligence. Customer acknowledges that they make use of Companies' services and facilities at their own risk.
3. **Privacy Policy:** Company will not sell, lease, borrow, give, or otherwise dispose of any type of customer provided information to any third party unless compelled to do so by law or in cooperation with any law enforcement investigation. Company reserves the right to collect and utilize any customer information, including, but not limited to email addresses and web site cookies, for internal tracking and/or marketing purposes.
4. **Violation of Terms:** Should Customer violate any of these terms, the Company will attempt to contact the customer by email or telephone before taking any action where avoidable. However, the Company will pursue whatever action is necessary to serve its best interest in these cases.