

1. REPAIR AND REPLACEMENT OF THE VEHICLE

- 1.1. For purposes of this section "Minor Repairs" shall be defined as any repairs to the Vehicle that will cost up to a maximum of R2000 (Two Thousand Rand) or equivalent thereof in foreign currency, to repair by a suitably qualified mechanic. "Major Repairs" shall be defined as any repairs to the Vehicle that will cost more than R2000 (Two Thousand Rand) or the equivalent thereof in foreign currency to repair by a suitably qualified mechanic as identified by SA4x4.
- 1.2. SA4x4 maintains all of its vehicles at the highest standard, however, it is aware that on occasion and due to circumstances beyond the control of SA4x4, the Vehicle may break down or need to be repaired during the Rental Period or the Extended Period.
- 1.3. In the event that there is any mechanical or other issue with the Vehicle during the Rental Period or Extended Period, the Client is obliged to first contact SA4x4 via the 24 hour emergency number or via satellite telephone supplied with the Vehicle to ascertain if the Vehicle can be repaired by the Client on the instructions of SA4x4.
- 1.4. In the event that the Client cannot repair the Vehicle on the instructions of SA4x4 and it is discovered that Minor Repairs need to be made to the Vehicle, the Client is authorized to make such repairs. The cost of such repair shall only be paid for by SA4x4 on the Return Date if the full original invoice reflecting such costs is presented to SA4x4 or its duly authorized representative on the Return Date. If the Invoice is not provided to SA4x4 on the Return Date, the full cost associated with the Minor Repair shall be the sole responsibility of the Client.
 - 1.4.1. Minor Repairs costing less than R500 (Five Hundred Rand) shall be refunded, on compliance by the Client with the above, on the Return Date in cash;
 - 1.4.2. Minor Repairs that cost more than R500 (Five Hundred Rand) shall be refunded, on compliance by the Client with the above, within 4 (FOUR) Weeks of the Return Date via eft/credit card payment.

- 1.5. In the event that the Vehicle requires Major Repairs, the Client shall do, or authorize anything to be done to the Vehicle, without receiving prior authorization in writing from SA4x4. (for this purpose the satellite telephone provided to the Client with the Vehicle has sms capabilities and must be used for this purpose).
- 1.6. All costs associated with any Major Repairs undertaken without the prior approval of SA4x4 shall be for the account of the Client, and SA4x4 reserves the right to claim any damages caused to the Vehicle as a result of poor workmanship or damage caused to the Vehicle in such repair, from the Client.
- 1.7. SA4x4 has a 24 hour emergency number on which all calls in relation to this Agreement must be made. The 24 Hour emergency number is included with the documentation provided to the Client by SA4x4 on the Collection Date.
- 1.8. In the event that the Vehicle Breaks down and no means of repair is possible in the circumstances SA4x4 shall endeavor to replace the Vehicle with a comparable vehicle within 72 (Seventy Two) hours if the vehicle is situated within the borders of South Africa and within 96 (Ninety Six) hours if the Vehicle is situated in Southern Africa. If the Vehicle is situated in Zambia, Malawi, Tanzania, Kenya or any of the surrounding countries SA4x4 it will take approximately 4 (Four) to 6 (Six) Days to replace the Vehicle.
- 1.9. SA4x4 cannot be held liable for 3rd parties that does repairs to the vehicle in so far as time taken to complete the repair, quality of the repair and subsequent further repairs.
- 1.10. If SA4x4 does not have a vehicle that it can replace a broken down Vehicle with, it shall endeavor to assist the Client to source an alternative vehicle from a different rental company.
 - 1.10.1. If no alternative vehicle is available from a different rental company, SA4x4 cannot be held liable for any consequential damages, and the Client indemnifies SA4x4 in respect of same.
 - 1.10.2. If an alternative vehicle can be sourced from another rental company, it shall be the responsibility of the Client to conclude the rental agreement with such company, and the Client shall be liable for all costs and charges associated therewith.

- 1.10.3. In the event that the Vehicle breaks down and the Client cannot reach his destination, miss out on pre booked accommodation or activities, SA4x4 shall not be held responsible for any costs associated with this. SA4x4 will also not be responsible to provide or arrange for alternative accommodation.
- 1.10.4. For days that the vehicle is not used by the client due to mechanical failure that falls within the repair period as stated in point 1.8 there will be no refund of rental fees.
- 1.11. The Vehicle will not be replaced by SA4x4 if the damage to the Vehicle that needs to be repaired was caused by the Client, Driver or Alternative Driver driving the car in a manner or in a place that is in breach of this Agreement.
- 1.12. The Client, shall be solely responsible for all costs associated with repairing the Vehicle (including towing, storage, fuel, labour, parts, etc), in the event that SA4x4 is misled with regard to cause of the damage to the Vehicle or the reason for the replacement. The costs include the costs of the repairs to the Vehicle as per the invoice in respect thereof as also for the fuel consumed in delivering the replacement vehicle and or driving to the Vehicle location which will be charged at R8 (Eight Rand) per kilometer.