

RETURNS POLICY (EFFECTIVE 1 October 2022)

TRADEFED PROPRIETARY LIMITED (referred to as “Tradefed” the Company”, “our”, “we”, “us”)

YOUR CONTINUED USE OF THIS WEBSITE AND OUR SERVICES INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THIS POLICY AND ALL RELATED TERMS AND CONDITIONS OR POLICIES:

See: [Customer Terms and Conditions of Service](#)

See: [Website and Terms of Use Policy](#)

See: [General Privacy Policy](#)

1. INTRODUCTION

- 1.1 This Returns Policy forms part of our Customer Terms and Conditions of Service. (“**T&Cs**”). All capitalised terms herein shall be defined as per their meaning under the T&Cs.
- 1.2 Tradefed provides the platform (and ancillary related services) for the sales of Goods between you and the Third-Party Sellers and is not a party to the actual sales transaction for the Goods.
- 1.3 However, Tradefed wants to ensure that its users are happy with their purchases and that they have a consistent experience when returning Goods from its Website. Therefore (at its discretion), Tradefed will carry out, assist with and handle the returns of Goods on behalf of the Third-Party Sellers in terms this Policy.
- 1.4 **Nothing in this Returns Policy is intended to contravene any provisions of the Consumer Protection Act, 2008 (“CPA”), the Electronic Communications and Transactions Act, 2002 (“ECT Act”) or any similar legislation in the applicable jurisdiction and it must be treated as being qualified, to the extent necessary, to ensure compliance with all applicable laws.**
- 1.5 **Should any claim escalate into being a dispute, Tradefed will in no way be obliged to become involved or attempt to resolve such dispute. Any disputes in such cases must be resolved between you and the relevant Third-Party Seller.**

2. CANCELLATIONS

- 2.1 You are entitled to cancel any Good’s order/s prior to the delivery or collection of the Goods, provided that you effect such cancellation before you receive a dispatch or delivery/collection notice. In such cases of cancellation, Tradefed will, within a reasonable time, refund you the amounts that it already received in respect of the Goods **and such will not fall under the provisions of this Returns Policy.**
- 2.2 All other returns and returns made after the Goods are Delivered or Collected, will have to be returned in accordance with this **Returns Policy.**

3. CIRCUMSTANCES WHERE RETURNS ARE ALLOWED:

- 3.1 Subject to the provisions of this policy, Goods may be returned in the following instances, where:
 - 3.1.1 the Goods delivered are incorrect;

- 3.1.2 you no longer want the Goods ("**Unwanted Goods**") that have been delivered or collected (collectively "**Deliver/Delivery/Delivered**"); and/or
- 3.1.3 the Goods delivered are defective.

4. **INCORRECT DELIVERIES OF GOODS**

- 4.1 Where we accidentally Deliver incorrect Goods to you, you must notify us as soon as possible and we will collect the Goods from you at no charge (subject to the below Conditions for Goods to be Returned).
- 4.2 Once we have inspected the Goods and validated their return, and you will be able to select: to have the correct Goods delivered to you (if available); to have your account credited or be fully refunded within 30 (thirty) days.

5. **UNWANTED GOODS ("COOLING OFF")**

- 5.1 Where you qualify as a consumer (in other words are a natural person) under the ECT Act, you can change your mind and return any Goods **within 7 (seven)** days of delivery of the Goods.
- 5.2 The return of all Goods will be subject to the below:
 - 5.2.1 the Conditions for Return; and
 - 5.2.2 the Excluded Goods.
- 5.3 In all other cases (where you are a juristic person, such as a company, CC or Trust) then Goods can only be returned where they are defective.

6. **EXCLUDED GOODS**

- 6.1 The following Goods are excluded from this Returns Policy:
 - 6.1.1 foodstuff, beverages or other Goods intended for everyday consumption;
 - 6.1.2 Goods that are likely to deteriorated rapidly;
 - 6.1.3 Goods that have been clearly personalised or made to your specifications;
 - 6.1.4 Goods that by their nature cannot be returned; and/or
 - 6.1.5 any other instance where Goods are expressly noted on the Website as being excluded from Return, which will be displayed prior to Checkout and final payment.

7. **CONDITIONS FOR RETURN**

- 7.1 In order for Goods to be returned they need to be:
 - 7.1.1 undamaged and unused;
 - 7.1.2 in their original packaging; and
 - 7.1.3 not missing any accessories or parts.
- 7.2 The only exception to this is where an express provision is made to the contrary on the Website

in/when procuring of the Goods. Where there is no express mention of any such exception none shall be implied or presumed.

8. DEFECTIVE GOODS

8.1 All Goods must be inspected **immediately** following their Delivery for quantity variances and defects.

8.2 **As far as is legally permissible, the following (no exhaustive list) shall NOT be regarded as defects and will not entitle you to a return:**

- 8.2.1 Goods that comply with their specification (if applicable);
- 8.2.2 damage or fault arising from normal wear and tear;
- 8.2.3 damage from a failure to adequately care for the Goods;
- 8.2.4 damage from negligence, abuse or incorrect use of the Goods;
- 8.2.5 damage from any unauthorized alterations or modifications to the Goods; and
- 8.2.6 Goods that are not fit for purpose (unless this is expressly notified by you and agreed in writing upfront).

8.3 Any complaints regarding an alleged defect in the Goods need to be handled in accordance with clause 10 below and in the case of:

- 8.3.1 **patent (visible/evident) defects**: notified to us **within 3 (three) days of Delivery**; and
- 8.3.2 **latent (hidden) defects** notified no later than **seven (seven) days after discovery of the defect**;

but in any event **no later than 6 (six) months after Delivery of the Goods** ("Standard Warranty").

8.4 The Goods supplied shall otherwise be considered free of defects.

8.5 The above shall be subject to any extended warranty (above the Standard Warranty) granted by a Third- Supplier to a customer, as expressly indicated on the Website in/when procuring of the Goods. Where there is no express mention of an extended warranty none shall be implied or presumed.

8.6 The return of any defective Goods is subject to the Conditions for Return and the Excluded Goods.

8.7 **Subject to applicable law, this clause constitutes your exclusive remedy and our/the only liability in respect of defects in the Goods and for the avoidance of doubt is subject to any agreed limitations or exclusions of liability.**

9. CHOICES WHEN RETURNING GOODS

9.1 The CPA grants certain statutory protection measures and rights in relation to consumers when it comes to the return of Goods. The CPA does **not** apply to any transactions, where the consumer is a juristic person whose asset value or annual turnover, at the time of the transaction equals or exceeds the threshold as determined by the Minister. The current threshold is set at a value of R2 million. It shall be the Customer's obligation to check and verify the threshold from time to time.

9.2 When Goods are returned, **to the extent applicable or required under the CPA**, you can select to:

- 9.2.1 have your account credited;
- 9.2.2 to be refunded; and/or
- 9.2.3 have the Goods repaired or replaced.

9.3 While we will always strive to carry out your preferred choice, you acknowledged that we cannot guarantee any preference.

9.4 The available remedies are at the Third-Party Supplier's (and/or their manufacturer's) discretion depending on what they can offer you. Your remedy ultimately lies with the Third-Party supplier or manufacturer, not Tradefed.

9.5 **Further to the extent that you do not fall within the provisions of the CPA or similar legislation Tradefed will have the final sole discretion to determine the remedy granted.**

10. HOW TO INITIATE A RETURN

All returns must be initiated through the [Returns Form](#) on the Website

11. GOODS INSPECTION FOLLOWING RETURN

11.1 When Goods are returned (to us or Third-Party Suppliers) they will be subject to inspection.

11.2 Should the Goods in our/the Third-Party Supplier's reasonable discretion not be suited to be returned, we shall not be obliged to accept such return.

11.3 If the Goods are deemed acceptable for return, then your account with us will be credited or refunded or the Goods will be repaired or replaced.

11.4 As far as is legally permissible, where you return a defective Good and you fail to return the related accessories and parts sold with the Good, Tradefed will be entitled (in its sole discretion) to (i) refuse the return, (ii) to replace only the (portion of the) Good that was returned or (iii) to only credit or refund you in respect portion of the Goods returned (which value it shall be entitled to estimate in its reasonable discretion).

12. COSTS FOR RETURNS

12.1 We shall only charge fees on returns as far as such are legally permitted and in certain instances Tradefed may charge a reasonable handling fees in respect of a Goods return.

12.2 Further if any Good is returned that does not comply with this Returns Policy, then you may be liable for reimbursing Tradefed the collection and handling costs associated therewith.

13. REFUNDS

All refunds will be affected through the Customer's original payment method – i.e., if you made payments via EFT your refund will be made into such corresponding bank account, if you made payment via credit card you will be refunded on the credit card you used and so on.

14. AMENDMENTS

- 14.1 We may amend this Policy and/ or any documents incorporated hereunder by reference from time to time.
- 14.2 To the extent permitted by applicable law, any such amendment will come into effect and become binding when notice is given of the change by publication on our Website. It is your responsibility to check the website
- 14.3 often.
- 14.4 Your only remedy, should you not agree to such modification will be to refuse acceptance of the amended or updated Policy/document/Terms and Conditions thereby preventing your use of this Website.