

RETURNS POLICY

1. Introduction:

1.1 This Returns Policy:

1.1.1 applies to customers who have purchased Goods from Ergoflex426 cc (“Ergoflex426”)

1.1.2 forms part of the Ergoflex426 Terms and Conditions (“the Terms and Conditions”) and accordingly words defined in the Terms and Conditions shall have the same meaning in this Policy, unless the context indicates otherwise;

1.2 Goods sold to a user generally carry the applicable supplier or manufacturers warranties (if any). In circumstances where the Goods are not manufactured by Ergoflex426, Ergoflex426’ liability shall in no circumstances extend beyond any corresponding liability of the manufacturer or supplier of such Goods to Ergoflex426.

1.3 Subject to the provisions of the Consumer Protection Act, 68 of 2008 (“CPA”) and / or any other applicable law, all Goods sold to the User shall be regarded as having been sold as is, without warranty against latent defects;

1.4 The lifespan of Goods sold by Ergoflex426, which is indicated on Ergoflex426’ packaging from time to time, is an approximate estimate only and the warranty period relating to such Goods shall be the applicable period for the purposes of any claim by the User.

1.5 The User shall be entitled to return Goods to Ergoflex426 where it is legally entitled to do so under the provisions of the Consumer Protection Act, 68 of 2008 (“CPA”) or the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”).

1.6 If a refund has been authorised and processed, kindly allow up to two weeks for the money to reflect in your bank account.

2. Your Right to Return Goods in terms of ECTA

2.1 In terms of section 44 of ECTA you have the right to cancel any electronic transaction for the supply of Goods within seven days after the date of receipt of the Goods and to obtain a full refund for those Goods within 30 days of the date of cancellation.

- 2.2 Where the Goods have already been delivered to you, you will be liable for the direct cost of returning the goods to us (which cost shall include a handling fee of up to 25%).
- 2.3 In order to obtain a refund, subject to any set-off in terms of 2.2 above, you are required to:
- 2.3.1 provide Ergoflex426, within 7 days of receiving the Goods, with your written notice of cancellation by email to info@ergoflex426.co.za;
- 2.3.2 return the Goods to Ergoflex426, at your own cost. In the event that Ergoflex426 arranges for the return of the Goods, the cost of such return, together with the handling charge, shall be set off by Ergoflex426 against the refund of the purchase price;
- 2.3.3 ensure that the Goods returned are new, unused, in their original packaging, undamaged and in a saleable condition.
- 2.4 Ergoflex426 reserves its right to refuse to accept the return of Goods if any of the conditions which are set out in 2.3 above are not complied with by the User.

3. Your right to return Goods in terms of the CPA

- 3.1 In terms of the CPA, all Goods sold to Consumers (as defined in the CPA) shall carry a 6 month warranty against defects.
- 3.2 Accordingly, in the event that Goods which are sold to Users (who are “Consumers” for the purposes of the CPA) are found to be defective within 6 months from the date of delivery of the Goods to the User [or within such longer period as may apply in terms of an extended supplier warranty relating to the Good (if any)], the User shall be entitled to return the Goods to Ergoflex426 and to demand the repair of the Goods or the replacement of the Goods or a refund on the condition that:
- 3.2.1 the User informs Ergoflex426 of the defect, by email to info@ergoflex426.co.za, as soon as reasonably possible after the User becomes aware of the defect, but in any event within 6 months after delivery / collection of the Goods (except in the case of an extended supplier warranty, which is set out below);
- 3.2.2 the User, at its own expense, returns the Goods to Ergoflex426 within the warranty period together with all accessories and parts that were sold with the defective item;
- 3.2.3 Ergoflex426 is afforded the opportunity to inspect and / or test the Goods so as to

validate the return. If it is determined that:

3.2.3.1 the Goods are indeed defective, Ergoflex426 shall, inter alia, refund the User the delivery charges incurred for the return of the Goods;

3.2.3.2 the returned Goods are not defective, then a handling fee will be charged by Ergoflex426. Users will be notified of the aforesaid and asked how they want the Goods returned to them in this instance. On the day the User is notified, he/she will have fourteen days to inform Ergoflex426 how they want the Goods returned to them. In the event of the User not reverting to Ergoflex426 within the fourteen days, Ergoflex426 shall dispose of the Goods and no credit will be issued.

3.3 The following shall not be regarded as “defects” in the Goods:

3.3.1 Faults resulting from normal wear and tear;

3.3.2 damage arising from negligence, user abuse or incorrect usage of the Goods;

3.3.3 damage arising from electrical surges or sea air corrosion;

3.3.4 damage arising from a failure to adequately care for the Goods;

3.3.5 damage arising from unauthorised alterations to the Goods; and

3.3.6 where the specifications of the Goods, although accurately described in the product brochure and generally fit for its intended purpose, does not suit you.

3.4 Where there is no extended supplier warranty period, Ergoflex426 shall not agree to returns that fall outside of the 6 month period.

3.5 Extended Supplier Warranty (stipulated on product page)

3.5.1 Goods may have a supplier warranty that extends beyond the 6 month Standard Warranty. If such Goods are found to be defective more than 6 months after delivery / collection, the User shall notify Ergoflex426, by email to Ergoflex426, as soon as reasonably possible after the User becomes aware of the defect, but in any event within the extended supplier warranty period after delivery / collection of the Goods.

3.5.2 Ergoflex426 shall then facilitate your return of the Goods to the supplier at no charge. Unfortunately Ergoflex426 cannot facilitate returns that fall outside of the extended supplier warranty period.

3.5.3 Please note that any extended supplier warranty is subject to whatever terms and conditions the supplier or manufacturer may impose. These are usually stated in a

brochure or leaflet inside or on the product packaging. It is your responsibility to make yourself aware of any such terms and conditions.

- 3.5.4 It is also important to note that it will be in the supplier or manufacturer's discretion what remedy it can offer you. Ergoflex426 is under no obligation to provide you with a credit, repair / replacement, as your remedy lies with the supplier or manufacturer.

4. Vouchers & Coupons

- 4.1 Where you have used a Coupon to purchase Goods that you later return for a refund in accordance with this Policy, we will provide you with a replacement Coupon and will credit your account for that portion of the purchase price which you paid via one of our other payment methods (or refund you if that is your preference).
- 4.2 However, wherever you have used a Voucher to purchase Goods that you later return for a refund in accordance with this Policy, we cannot refund you in cash for that portion of the purchase price which you paid using the Voucher, but we will credit your account.

5. Incorrect Goods delivered

- 5.1 The onus rests on the User to ensure that the Goods ordered are appropriate for their intended use and / or purpose.
- 5.2 In the event that incorrect Goods are delivered to the User (ie: Goods that were not ordered by the User), the User shall immediately notify Ergoflex426, by sending an email to info@ergoflex426.co.za, of the error. The User shall not remove the Goods from their packaging or use the Goods in any way.
- 5.3 Ergoflex426 shall arrange the collection of the incorrectly supplied Goods from the User and shall deliver the correct Goods (as initially ordered by the User) to the User as quickly as possible.
- 5.4 Under no circumstances shall Ergoflex426 be held liable for any damages, of any nature whatsoever, due to late or delayed deliveries of the Goods ordered by the User.

6. Goods damaged on delivery



Email
Website

info@ergoflex426.co.za
www.ergoflex426.co.za

Tel:
Fax
Address
Postal address

0826989934
086 758 3254
36 Buxton Bridge, 27 Olivia Road Eveleigh, Boksburg
PO Box 10642, Fonteinriet, 1464

Should Goods be damaged or missing any parts or accessories at the time of delivery / collection, the User must please notify Ergoflex426, via email to info@ergoflex426.co.za, within 2 days of such delivery / collection. Ergoflex426 shall arrange to collect the Goods from the User at no charge. Once Ergoflex426 has inspected the Goods and validated the return, Ergoflex426 shall, at the User's discretion, repair / replace the Goods as soon as possible (if such repair / replacement is possible) or credit the User's account with the purchase price of the Goods (or refund the User if that is the User's preference).

- When shipping returned Goods back to Ergoflex426, keep a record of the tracking number. In the Event that we do confirm the item as received, we may require a "proof of delivery" to assist in locating your return.