Accessories Spares Centre (Pty) Ltd

17 Travertine Crescent, Briardene 4051, RSA
PO Box 1107, Hyper By The Sea, 4053, RSA
Tel: 031 581 8400 • Fax: 031 581 8440
Email: info@accessoriesspares.co.za
Web: www.accessoriesspares.co.za

Reg No: 2015/164304/07

Procedure Number	: ASC-Sales001
Originator	: LT
HOD	: AC
Date Reviewed	: 15 October 2021
Version	002

CUSTOMER RETURNS POLICY

1. Whilst the Company ("ASC") is under no obligation to accept the return of goods that have been ordered and correctly supplied, the customer may apply in writing to ASC for permission to return the goods.
   1.1. ASC will consider each such application on its merits and will in its sole discretion advise the customer of its decision.
   1.2. Should ASC agree to the return of the goods, depending on the reason for the return, a maximum of 20% handling fee and/or the cost of the freight to return the goods, whichever is greater, may be levied on the product returned.
   1.3. Goods may only be returned for which ASC has issued a Return Number to the customer for.

2. From delivery of goods the customer shall have seventy-two (72) hours to raise any queries or disputes with regard to the condition of the goods delivered and the quantity thereof. Should the customer fail to raise any queries within the said time period it shall be deemed that the goods have been properly delivered and the customer shall have no further claim against ASC arising there from.

   2.1. <u>Goods damaged in transit or incorrectly supplied by ASC</u>

      2.1.1. New, unopened and unused goods may be returned within seventy-two (72) hours from delivery for a full refund if the goods were damaged or incorrectly supplied.
      2.1.2. Goods must be returned in their original packaging and in original condition.
      2.1.3. If goods are delivered in damaged/broken packaging or goods are incorrectly supplied, the customer must endorse the delivery note (POD) accordingly.
      2.1.4. No handling fee or freight will be charged for this return
      2.1.5. No return will be accepted if
         2.1.5.1. the damage was due to negligence on the part of the customer
         2.1.5.2. goods have been disassembled, altered, permanently installed or combined with other goods or property.
      2.1.6. Fuel pumps will be tested before being accepted back for credit.

   2.2. <u>Goods ordered incorrectly or found to be not suitable for application by customer</u>

      2.2.1. Customers are referred back to ASC's warranty clauses 8 – 10 below
      2.2.2. Goods must be unused, in resalable condition and in original packaging
      2.2.3. ASC will consider each application on its merits and will in its sole discretion, without prejudice, decide on whether to pass a credit or not

Directors: Ashley Chaffey(Managing)*, Mehmood Moola*, Steven Frolick*, Brendan Wiebols**
* Executive ** Non-Executive

17 Travertine Crescent, Briardene 4051, RSA
PO Box 1107, Hyper By The Sea, 4053, RSA
Tel: 031 581 8400 • Fax: 031 581 8440
Email: info@accessoriesspares.co.za
Web: www.accessoriesspares.co.za

Reg No: 2015/164304/07

2.2.4. If a credit is passed, a handling fee of 10% or a freight fee, whichever is the greatest, may be charged to the customer
2.2.5. Fuel pumps will be tested before being accepted back for credit.

2.3. Defective goods

2.3.1. ASC will only consider exchanging or refunding defective goods if they were used for their intended purpose and in accordance with the good's instructions and/or user manual, where applicable.
2.3.2. Defective goods will be subject to a technical assessment before being repaired, replaced or refunded at ASC's discretion as per the South African Consumer Protection Act No 68 of 2008.
2.3.3. Photographic evidence may be requested of the defective goods prior to the return and pick up being authorised in order to establish the economic viability of the return.
2.3.4. All defective electrical goods which have been fitted will not be accepted for returns unless a qualified installer has been used.

3. Goods may only be returned if ASC's respective salesman has approved the return and a return number has been issued to the customer and/or ASC's freight company, this includes local/walk-in returns.

4. Return shipping costs will be for ASC's account only if the return is as a result of an error made by ASC as mentioned in 2.1 and 2.3 above.
4.1. ASC'S freight company will be issued with a return number and instructed to only pick up the goods in question. No other goods may be added to this pick up.
4.2. In respect of defective goods, if the goods are found to be defective due to an action by the customer, then the freight will be billed to the customer.
4.3. If the return is in respect of any reason in 2.2, the customer is to pay for the freight or use their own freight company to return the goods to ASC only once the salesman has approved the return.

5. Products returned must be
5.1. accompanied by a legible copy of the original tax invoice and
5.2. the customer's returns documentation stating the reason for the return referenced back to ASC's return number,
5.3. if a warranty claims not older than 6 months from date of sale to end user, copy of customer's invoice to customer's end user
5.4. packed and sealed securely in original packaging, ensuring packaging used will protect the goods while in transit.

6. Products collected do not necessarily guarantee a credit, but merely facilitate the inspection/evaluation of the returned goods.

Directors: Ashley Chaffey(Managing)*, Mehmood Moola*, Steven Frolick*, Brendan Wiebols**
* Executive ** Non-Executive

Accessories Spares Centre (Pty) Ltd
17 Travertine Crescent, Briardene 4051, RSA
PO Box 1107, Hyper By The Sea, 4053, RSA
Tel: 031 581 8400 • Fax: 031 581 8440
Email: info@accessoriesspares.co.za
Web: www.accessoriesspares.co.za
Reg No: 2015/164304/07

7. ASC reserves the right to reject the return of goods which are not returned in accordance with this Customer Returns Policy and may request that the customer pays for the freight of such goods back to the said customer (i.e. Those goods returned without an ASC return number).

WARRANTY

8. ASC warrants that the goods shall comply with all of its published specifications.
9. Save for the said warranty, ASC does not make any representations as to whether the goods will be fit for the purpose for which they are being purchased and under no circumstances shall ASC (including its Directors or Agents), be liable to the customer for any losses, including consequential losses of any form or nature, arising from the sale of goods.
10. Should any of the goods prove to be defective then any claim against ASC shall be restricted only to the replacement of the goods with goods in similar quantity, quality and condition.
11. Where ASC's customer has sold the goods to an end user, the claims in clause 10 are restricted to a time period of 6 months from the date of sale by the customer to the end user.
12. If the goods are repaired without our consent, ASC's warranty will be null and void.

GENERAL PROVISIONS

13. No indulgence by ASC which it may give from time to time shall prejudice or constitute a waiver by ASC of any of its rights. Should any of these above conditions become invalid or unenforceable, it shall be severable from the rest of the conditions which will continue to be binding on the parties.
14. These conditions must be interpreted and implemented in terms of the law of the Republic of South Africa as applicable from time to time.

Kindly sign below and return at your earliest convenience

Date: _____

Signature: _____

Full Names: _____

Designation: _____

Directors: Ashley Chaffey(Managing)*, Mehmood Moola*, Steven Frolick*, Brendan Wiebols**
* Executive ** Non-Executive