## **Returns Policy**

This returns policy is applicable to Massmart Wholesale (Pty) Ltd consisting of the following trading entities Cash & Carry, Jumbo Cash & Carry, Browns Cash & Carry and Weirs Cash & Carry (collectively 'Massmart Wholesale').

## We want you to be satisfied with every purchase you make at Massmart Wholesale.

This policy forms part of the Massmart Wholesale <u>Terms and Conditions</u>. Massmart Wholesale is committed to operating in line with the Consumer Protection Act and all our policies are subject to the applicable law.

#### If you are returning a product purchased at Massmart Wholesale, please note:

- <u>Proof of purchase is required</u> for all products bought in the store (We'll use your Massmart Wholesale card where applicable to find your Tax Invoice, if not provided.)
- Once the product is assessed, Massmart Wholesale will either <u>refund or exchange</u> within 7-14 business days or if a repair, within 21 business days. All refunds will be paid back by the same payment method. Any store vouchers and/or cash refunds are subject to management approval and a refund limit of R5 000.00 (Five Thousand Rand). Should your refund exceed this amount, Massmart Wholesale will refund the remaining balance via EFT.
- <u>Promotional, free and bundled products that were part of a purchase must be returned</u> with the purchased product in unused condition and original product packaging.
- There are <u>certain products that cannot be returned</u>
- There are conditions that may be applicable to <u>delivery charges</u>, <u>third-party costs</u>, <u>collection fees</u> and/or refund calculations.
- Returns have specific time frames based on the reason for the return,
- For all returns, except where the product is damaged or if you find that it is faulty/not working, the product must be unused and returned in its original product packaging.
- Faulty products have specific T&C's for both in and out of warranty periods,
- Further terms and conditions relating to food products and clearance products are applicable

Ensure the product is in its original product packaging with all accessories and documentation for Massmart Wholesale to complete the return. If you have thrown the packaging away, i.e. cellphone box, your return may be rejected, at Massmart Wholesale 's sole discretion. Please refer to further Terms and Conditions below.

Take note that the following may be applicable as part of your return:

- Delivery and third-party costs incurred will not be refunded
- Massmart Wholesale reserves the right to charge a collection fee in the event that our delivery partners have experienced more than 2 (two) failed attempts to collect the products being returned.

• Should Massmart Wholesale determine a customer misuses or purports to misuse the policies and free delivery mechanism, Massmart Wholesale shall in its sole discretion reserve its right to suspend the customer's account and to take further action it deems appropriate.

#### What products can you return and when?

#### Within 14 days return policy

All unused and unopened products (except for <u>Products listed below</u> that you are unable to return and <u>Ambient Products</u>) can be returned within 14 days of receiving the product if:

- It is not what you had in mind
- The product-arrived incomplete
- You received the incorrect product
- You purchase a product that is expired on the date of purchase

If your refund is approved, Massmart Wholesale reserves the right to issue you with a voucher which voucher shall expire within 3 (three) years from the date of issue, are subject to our voucher terms and conditions and can only be used at the Masscash store of issuance.

Cellular phones can be returned within 7 (seven) days only if the product is found to be materially defective when the box is opened or product activated. (out of box failures).

Food products are classified as Frozen (products stored at -12 degrees or below, in certain instances like fish and ice cream per regulations), Refrigerated (chilled products requiring refrigeration), Ambient temperature-sensitive products (such as bread, eggs, and whole fruits and vegetable) and Pantry (shelf-stable products that have a long shelf life).

Please remember that any food product returned is subject to assessment and must be in the same pack size (configuration and weight) in which it was sold.

We will replace or refund any damaged or incorrect food products delivered to you, subject to the Consumer Protection Act. This excludes any incorrect products selected or shopped by you at the store.

#### **Ambient**

If your Ambient order (or any part of it) arrives damaged, expired, missing, or incorrect after delivery, you are required to let us know within 48 (forty-eight) hours from the date of purchase. You will be required to visit the store of purchase with your proof of purchase to process any return in store. If you are an account customer that has received a delivery, kindly contact your relationship manager to process your return.

#### Products that you're unable to return:

- Special orders for customers, i.e. large quantities of stock cannot be returned unless the product is materially defective, or the incorrect product was supplied.
- Perishable (these include frozen, refrigerated and ambient temperature sensitive products) unless expired or defective on date of purchase.

- Pantry (shelf stable products that have a long shelf life) with less than 14 days' shelf life and/or not in original packaging and/or if packaging is damaged/dented
- Goods which are sold as clearance sales such as but not limited to display products, food, cosmetics, toiletries, demo products, damaged, defective, used or repaired products, where Massmart Wholesale disclosed these facts to you before you bought the goods.
- Socks, shavers, toothbrushes and other health, beauty, accessories and personal care products.
- Airtime, gift cards and virtual vouchers and/or coupons
- Baby food and related baby care products.
- Medication and supplements.
- Open Alcohol.
- Cigarettes.
- Paraffin & Gas
- Mattresses.
- Any products containing hazardous substances like diesel or petrol, For example generators.
- Products are protected by copyright law. If there is a manufacturing defect, you can return products in store provided they remain in a re-sellable condition.
- TV licenses fees

#### **Faulty Products**

# Unfortunately, you can't claim any fault/defects with products that were caused by:

- Lightning or power surges
- Misuse or abuse to the goods
- Use for a purpose other than the purpose for which the product was manufactured
- Contrary use to the instruction manuals
- Accidental and/ or negligent damage after you take possession of the product

If none of the above apply, and the product is faulty, or breaks, visit your nearest store.

If you choose to transport the product back to the store, Massmart Wholesale will not be held liable for any damages incurred whilst in transit. For large, bulky or installed products, Massmart Wholesale may require an on-site assessment. Once the request is logged, we'll send a technician to assess the product.

# Within 6 months from purchase, the Massmart Wholesale policy is:

After the request is processed, the product will be assessed either in store or on site and based on the fault, Massmart Wholesale will process a repair, replacement, or refund your product. Products that are under warranty, alternatively that are found to be materially defective and are returned within 6 (six) months from date of purchase for repairs, carry an additional 3 (three) months guarantee on all repair work.

## After 6 months from purchase, the supplier/product warranty policy (if applicable) is:

After the request is processed, the product will be assessed either in store or on site and based on the fault and product warranty terms, the supplier at its sole discretion will either approve a repair, replacement, or refund of your product.

Repairs can take up to 21 (twenty-one) business days. If anything changes, we'll reach out to you. A representative of Massmart Wholesale will keep you updated on the status of your repair.

## Where there is no supplier/product warranty applicable:

If your product is no longer under warranty and an extended warranty was not purchased, you will be liable for the cost of repairs should you wish to repair your product through Massmart Wholesale.

In the event that the supplier is a required to inspect the product in order to provide you with a quotation for the repair and in the event that you elect not to proceed with the repair, the supplier reserves the right to charge you an inspection labour fee before the product can be returned to you.

# Where Massmart Wholesale elects to replace the product, the following conditions for replacement apply:

If after an assessment, a replacement of your returned product is approved, you will be provided with the same product.

Massmart Wholesale reserves the right to collect the faulty product once replaced and you waive all right and title to the faulty product once replaced.

In the event that the replacement product is being sold by Massmart Wholesale at a higher price than the purchase price, or where the same product is no longer available (due to stock not being available or discontinued), you will be offered a similar product, and you will be required to pay the difference in amount between the replacement product and the new product. You may in these cases elect for a refund of the product.

If you have any further queries, please contact the relevant store or relationship manager.