



© SHOPMAX ONLINE STORE (PTY) LTD

RETURNS POLICY

1. INTRODUCTION

1.1 Purpose

- 1.1.1 This policy forms part of the SHOPMAX Terms and Conditions, and so words defined in the Terms and Conditions have the same meaning in this policy, unless the context indicates otherwise.
- 1.1.2 This policy applies to products supplied by both SHOPMAX and from third party sellers registered on the company's Marketplace Platform.
- 1.1.3 This policy further applies to products bought via the following SHOPMAX channels:
 - 1.1.3.1 Directly from our online e-commerce and marketplace platform;
 - 1.1.3.2 Directly via email at sales@shopmax.co.za;
 - 1.1.3.3 Directly from our registered national resellers / sales agent network.
- 1.1.4 As such, the purpose of this Policy is to:
 - 1.1.4.1 Ensure that clients are happy and satisfied with their purchase/s from SHOPMAX and that nothing limit our clients' statutory rights in any way;
 - 1.1.4.2 Provide clients with an efficient and convenient way to return any faulty or damaged product/s to SHOPMAX for assessment, repairs and possible replacement in terms of the product's standard manufacturer warranties.

1.2 Product Warranties

- 1.2.1 All products sold by SHOPMAX and its third-party sellers are brand new and carry the standard supplier / manufacturers warranties, which could range anything from 6 months up to 5 years, depending on the specific product and the supplier / manufacturer's warranty policy.
- 1.2.2 All standard product warranties are usually displayed on the detailed product information pages on our e-commerce store or alternatively within the manuals, brochures or leaflets packaged and supplied with the specific product. It is the client's responsibility to read and be aware of any such terms and conditions. **Errors and Omissions excepted (E&OE).**
- 1.2.3 In some instances, extended supplier / manufacturer warranties for certain products can be purchase from SHOPMAX, as and when available from the product suppliers / manufacturers.
- 1.2.4 Please note that any extended supplier / manufacturer warranty is subject to whatever terms and conditions the supplier / manufacturer may impose. It is also important to note that the remedy offered to a client is at the supplier / manufacturer's discretion what remedy it can offer the client. SHOPMAX is under no obligation to provide you with a credit, repair / replacement, as your remedy lies with the supplier / manufacturer.
- 1.2.5 Please note that SHOPMAX only act as facilitator between the client and the supplier / manufacturer as part of the returns process.

1.3 Defective Products

- 1.3.1 SHOPMAX always endeavour to ensure that all products we deliver to our clients are of a high quality, in good working order and without any defects.
- 1.3.2 **Definition of a "defect":** A defect is a material imperfection in the manufacturing of a product or any characteristic of a product, which makes the product less acceptable than one would reasonably be entitled to expect in the circumstances. A defect, as such severely impact and/or limit the proper usage of the product by the client.

1.3.3 The following will **NOT** be regarded as defects and will not entitle you to a return under our returns policy:

1.3.3.1 Any faults resulting from normal wear and tear;

1.3.3.2 Any damage arising from negligence, user abuse or incorrect usage of the product;

1.3.3.3 Any damage arising from electrical surges or sea air corrosion;

1.3.3.4 Any damage arising from a failure to adequately care for the product;

1.3.3.5 Any damage arising from unauthorized alterations to the product;

1.3.3.6 where the specifications of a product, although accurately described on the Website and generally fit for its intended purpose, do not suit you.

1.4 **Product Packaging**

1.4.1 In order to successfully return products in terms of this policy, clients must please ensure that the following items are kept safe for each product purchased from SHOPMAX:

1.4.1.1 The original packaging;

1.4.1.2 The product itself;

1.4.1.3 All manuals, brochures, leaflets provided;

1.4.1.4 All electrical or charging cables provided;

1.4.1.5 All accessories provided that was packaged;

1.4.1.6 All other items / components provided within the packaging.

1.4.2 All clients must please ensure that all items indicated in 1.4.1 are returned to SHOPMAX, when a return is lodged, in order to ensure that your return can be processed swiftly and conveniently.

1.5 Products that cannot be returned

1.5.1 The following products cannot be returned under the SHOPMAX returns policy:

- 1.5.1.1 Any digital product such as an eBook, electronic voucher, gaming code or other digital download;
- 1.5.1.2 Any audio or video recording or computer software that has been unsealed;
- 1.5.1.3 Any newspaper, periodical or magazine;
- 1.5.1.4 Any food related product, beverage or other product intended for everyday consumption;
- 1.5.1.5 Any nursing or maternity product, an infant bottle, infant feeding product or bottle accessory that has been unsealed, including (but not limited to) breast pumps, bottles, teats, soothers/pacifiers, formula, maternity underwear, nappies and wipes;
- 1.5.1.6 Any beauty product or fragrance which has been opened and used;
- 1.5.1.7 Any intimate product, lingerie, swimwear, bodysuit, underwear or jewellery for piercings, which for hygienic and public health reasons may not be returned;
- 1.5.1.8 Any product which has been personalised for you or made to your specifications by any of our seller on our Marketplace Platform or suppliers / manufacturer's;
- 1.5.1.9 Any flatpack furniture product that has been assembled after delivery.

1.5.2 Please note that fashion and sportswear products can only be exchanged for a different size or colour variation, provided that such variation is available, and the initial product has not been used in any way.

2 RETURNS PROCESS

2.1 Notifications

- 2.1.1 Should a product be damaged or missing any parts or accessories at the time of delivery, **please notify us within 7 days** of such delivery. Notifications must be forwarded via email to **returns@shopmax.co.za**.
- 2.1.2 If you have received a product which turns out to be **defective** (as defined in 1.3.2) or otherwise of poor quality, please notify us as soon as reasonably possible after you become aware of the defect or poor quality, but in any event **within 3 months** after delivery of the product (or before the supplier / manufacturer product warranty expires). Notifications must be forwarded via email to **returns@shopmax.co.za**.
- 2.1.3 All **notifications** via email **should include** the following details:
 - 2.1.3.1 Your order details (Date of purchase, order number, product etc.);
 - 2.1.3.2 Your detailed written description of the perceived problem with the product;
 - 2.1.3.3 Your delivery address (and contact person and number at this address) where the product / replacement product / repaired product must be shipped to when the return process is completed.
 - 2.1.3.4 Any passwords (set by the user), that might be needed to unlock the product in order for the service team / manufacturer to fully assess the extent of the perceived defect / damage of the product.
- 2.1.4 We will confirm acceptance of your received notification, provide you with a service number and any further details that might be required to successfully process your return.

2.2 Preparing your products for a return

- 2.2.1 To ensure your request is processed as quickly as possible you are responsible for the following when returning your products:

- 2.2.1.1 Package your products safely and securely for protection during transit;
 - 2.2.1.2 Ensure that you include everything in the package as stipulated in 1.4.1;
 - 2.2.1.3 Ensure that your notification email to us is also included in the package and contains all the necessary details as specified in 2.1.3;
 - 2.2.1.4 Clearly mark your return reference number on the outside of the parcel;
 - 2.2.1.5 Arrange with a shipping partner to collect or self-deliver your parcel to your nearest POSTNET Branch (the cheapest option), in order to ship your package directly to the POSTNET Branch in Bellville used by SHOPMAX for its returns, in order to allow us to properly access the product for damages/defects and to process the return. **This shipping costs will be for the client's account.**
- 2.2.2 Failure to adhere to any of these requirements could delay the processing of your request or result in its decline altogether.

2.3 Shipping address for product returns

- 2.3.1 SHOPMAX can utilise any of the current over 400 POSTNET branches for receiving / collecting product returns from clients across South Africa.
- 2.3.2 SHOPMAX currently use the following POSTNET Branch to facilitate the receiving of all returned products from clients:

POSTNET Bellville
78 Edward Road
Bo Oakdale
Bellville
7530
TEL: (021) 910 1221

- 2.3.3 Clients should include the following details on the Waybill when sending returned products to the abovementioned POSTNET Branch:

Shopmax Online Store (Pty) Ltd
Returns Department
Contact: Sales Team / Quintus Williamson (CEO)
Mobile: 066 508 4401
Email: returns@shopmax.co.za

2.4 Assessing your product for damages / defects

- 2.4.1 All returned products are delivered to the suppliers / manufacturer's own service centres for proper assessment of the damages / defects to the product. This process is facilitated by the Shopmax Team.
- 2.4.2 Depending on the complexity of the damages / defects / repairs, the availability of spare parts (in case of repairs), and in terms of the relevant warranty period of the product (if still applicable), this process can take between 7 – 30 business days and are solely dependent on the processes and timeframes of the supplier / manufacturers.
- 2.4.3 After the assessment of the product has been finalised the supplier / manufacturer will advise on the way forward, which will be communicated to the client.
- 2.4.4 If a product is repaired or replaced, the new product will be shipped / delivered to the client's address specified during the initial return notification process. **This shipping costs will be for Shopmax's account.**
- 2.4.5 The client will be notified regularly in terms of the progress in finalising the returns procedures.