

# CUSTOMER RETURNS POLICY

## 1. Introduction:

- 1.1 The Building Company is committed to fair trading practices as well as the principles envisaged in the Consumer Protection Act, Act 68 of 2008 ('CPA') in all dealings with our consumers.
- 1.2 The Building Company acknowledges that consumers have certain specified rights in terms of the CPA as well as in terms of the common law in their dealings with The Building Company, including the rights of consumers to return goods to The Building Company in certain specific instances.
- 1.3 This policy sets out the circumstances in which you can return goods to any The Building Company store – explaining:-
  - the reasons for which you can return goods;
  - the period within which you need to return the goods, and
  - what your and our duties and rights are when you wish to return goods.

## 2. 7 day Returns Policy:

- 2.1 Although the law does not give you an automatic right to return goods for any reason, The Building Company will accommodate you within 7 (seven) days from delivery if you want to return the goods, provided that you meet the requirements of this policy, but specifically excluding the goods listed in clause 2.2.3 below.
- 2.2 Rules applying to the 7 (seven) day Returns Policy:
  - 2.2.1 You can only return the goods within the 7 (seven) day returns period if you did not use the goods at all.
  - 2.2.2 the goods must also be in its original unopened packaging.
  - 2.2.3 You will not be able to return the following goods during the 7 (seven) day returns period:
    - (i) special order goods (these are goods that we changed, amended or procured for you specifically to meet your specific needs – in other words customised goods and other goods that The Building Company does not usually stock);
    - (ii) goods that we no longer stock.

## 3. Defective goods:

- 3.1 All our goods carry a manufacturer's warranty of at least 12 (twelve) months from date of sale or date of delivery (the later date of the two dates) against defects.
- 3.2 If the goods show a defect during the first 12 (twelve) months after you purchased the goods or the goods were delivered to you (the later date of the two dates), we will gladly repair or replace the goods, or if you prefer a refund, we will refund you the price you paid for the goods.
- 3.3 If the manufacturer's warranty on the particular goods that you bought extends beyond the 12 (twelve) month period, we will repair or replace the goods at our election (if the defect occurs after the first 12 (twelve) months but still within the manufacturer's warranty period).
- 3.4 If at any point you request us to repair goods outside of the manufacturer warranty period, we will always provide you with a quote first and obtain your authorization before we start any repairs.
- 3.5 If the defect in the goods was caused due to your abuse as consumer, fair wear and tear or your negligence, the warranty will no longer apply and you will not be able to return the goods to us. Accordingly, you need to make sure that you use the goods appropriately.
- 3.6 You will also not be able to return the goods to us if you did not follow the instructions of use or guidelines in any other printed material that

we provided to you in connection with the goods or if you used the goods for a purpose other than what it was intended to be used for.

## 4. Returns process for defective goods:

- 4.1 If you suspect that there is a defect present in the goods, you must return the goods to us as soon as reasonably possible after you detect the defect.
- 4.2 You must immediately stop any further use of the goods in order to limit the damages.
- 4.3 The Building Company will then investigate the matter and run the necessary tests on the goods to determine the reason for the defect.
- 4.4 The Building Company will communicate their findings to you within 14 (fourteen) days after they received the goods from you for testing.

## 5. Specific purpose of goods:

You will be entitled to return the goods you bought from us within 10 (ten) days if:

- 5.1 you bought the goods for a specific purpose;
- 5.2 you communicated the purpose to the salesperson;
- 5.3 the salesperson confirmed that you would be able to use the goods for the purpose you indicated; and
- 5.4 it turns out that the goods are not fit for that particular purpose.

## 6. Goods that do not conform with the sample and description:

If you ordered goods from a sample and/or description and you did not inspect the goods before you ordered them, you may return the goods within 10 (ten) days after delivery if they do not materially conform to the sample and/or description.

## 7. Incorrect delivery:

If we delivered goods to you that you did not order, we will collect them from you as soon as reasonably possible after you have informed us of the incorrect delivery or we informed you of our mistake.

## 8. Charges for use:

- 8.1 In terms of the current consumer laws we are allowed to charge you for the use of the goods in certain circumstances and also such amounts to get the goods fit again for resale.
- 8.2 If you wish to return goods to us for any reason set out in this returns policy, or by law, we will inform you what these charges would be after we have had the opportunity to inspect the condition of the goods at the time of return.

## 9. Proof of purchase:

If you wish to return goods to us for any reason, we may require that you provide us with the proof of purchase or your copy of the delivery note in order for us to determine and confirm:

- (i) that you bought the goods from us;
- (ii) when the goods were bought by you.

## 10. Refunds:

- 10.1 No cash refunds will be made in-store.
- 10.2 You will be refunded subject to the law and in the same way that you initially paid for the goods, either by credit card or EFT.
- 10.3 It is your duty to provide the correct banking details to us in writing and we will not be liable to you if we made payment to an incorrect bank account provided by you.

