

GOMETRO SA PROPRIETARY LIMITED

RETURNS POLICY

Document version and change control

Version	Date	Author	Comments
1	15.08.2024	Caveat Legal	

CONSUMER PROTECTION ACT PROVISIONS

For the purpose of this Returns Policy, you are a protected consumer under the Consumer Protection Act, 2008 (CPA) if—

- you are an individual or small business with assets and turnover of less than R2 million; or
- you are an individual or small business with assets and turnover of R2 million or more in the limited circumstances mentioned under the CPA,

and we will refer to you as a *CPA Customer* in this document.

1. Return of goods

If we have supplied any goods to you that are unsafe, defective, not reasonably suitable for purpose, are not useable or durable for a reasonable period after delivery, or do not comply with applicable standards, then you may return those goods to us and—

- we will repair the goods or have them repaired;
- we will replace the goods; or
- we will refund to you the price you paid for those goods,

in each case in our judgment of what is most appropriate.

2. Your choice

2.1. If you are a CPA Customer and you are entitled to return any goods to us for the reasons under 2.1—

- you may choose whether to have those goods repaired, replaced or refunded except if the defect is reasonably minor;
- where you choose to be refunded, you can insist on a cash refund;
- we will not require you to pay more for the goods than you originally paid;
- we will be responsible for the cost of repairing, collecting or replacing the goods, and we will not charge you for reasonable wear and tear on a returned item.

2.2. Provided that you meet our warranty conditions, if you are a non-CPA Customer, you do not have to pay for our call-out and labour charges where your site is within 25 kilometres of the premises of the installer of the hardware and provided you alert us about the defective goods within the period under 2.4 below.

2.3. Non-CPA Customers must return affected goods to us not later than 5 (five) working days after you have notified us of any defect affecting those goods, and we may at our discretion choose whether to repair, replace or refund the affected goods.

2.4. If you are a CPA Customer, you must return the goods within 6 (six) months of delivery to you, except—

- where the goods were not reasonably suitable for the purpose that you specified to us; or
- where the goods are otherwise not what you ordered,

in which case, you must return the affected goods within 10 calendar days of delivery.

2.5. CPA Customers should note that the remedies you have under our Returns Policy—

- may not be available to you if you do not return affected goods in compliance with 2.4;
- will not be available to you if you were told that your goods were offered in a specific condition which would otherwise trigger our Returns Policy and you expressly agreed to accept those goods in that condition; and

- will not be available to you if any person has altered your goods contrary to our instructions or recommendations, or after the goods left our control,

and in each case you may not be able to rely on our warranties.

2.6. You agree that, where any goods are returned to us under our Returns Policy, we have the right to submit those goods for a technical inspection.

2.7. If you are a CPA Consumer who has returned goods, and we have submitted those goods for technical inspection—

- where the goods are confirmed as defective, we will remedy the situation within 10 working days of our having received the goods from you;
- where any defect is confirmed to be minor or insignificant we will return the goods to you within 10 working days of our having received the goods from you; and
- we will inform you before making any repairs or replacing the goods.

3. **Updates**

If we make any material changes to this Returns Policy, we will post the revised policy to gometroapp.com.