



ORDERS, RETURNS AND REFUNDS

DEFINITIONS

"Online shoppers" refers to our customers who buy goods from us online using an app or over the internet using a web browser.

"we", "us", "our" and "JIKA NAYE" refers to JIKA NAYE INVESTMENTS.

"Third party provider" refers to any one of the companies that we have teamed up with to sell you their goods on any of our websites or apps.

"you" refers to you, our customer, who buys from us online.

1. GENERAL

1.1. These are the terms and conditions that apply when you use one of our websites or apps to buy goods from us ("Online Shopping Terms"). The Online Shopping Terms must be read together with the terms and conditions that apply to the use of our website, the terms and conditions that apply to customers who buy on credit, the terms and conditions relating to delivery and returns as well as the specific terms that apply to certain kinds of goods. Those terms and conditions are incorporated into these terms by reference.

2. ACCEPTANCE

When you buy goods from us, you agree to and accept all our terms and conditions. You also agree that we and our third-party providers may send invoices to you electronically.

3. GOODS AND PRICING

3.1. **Goods subject to availability:** All goods displayed on our website are subject to availability. If any goods you ordered are not immediately available or are not available at all, we will let you know as soon as possible. Goods are only available for delivery in South Africa.

3.2. **Price:** The stated prices on our website are in South African Rand and are only valid and effective in South Africa.

- 3.3. **Display:** We will use our best efforts to accurately display the goods, specifically regarding their colour, description and price. Please remember however that the way you see the goods is also dependent on the device that you are using to access our websites or apps. We cannot guarantee that the goods you receive will look exactly as you have seen it.
- 3.4. **Order completion:** We will indicate the acceptance of your order by delivering the goods to you, or allowing you to collect it. Only at that point will your order be complete and an agreement of sale between you and us come into effect (the "Sale"). This is regardless of any communication from us stating that your order or payment has been confirmed. We will indicate the rejection of your order by cancelling it and, as soon as possible thereafter, refunding you for any amounts already paid. Adding goods to a wish list or placing it in an online shopping cart/bag without completing the purchase process ("checking out") does not constitute a valid order, so we may remove the goods from your online bag/cart if stock is no longer available and change the price of the goods without notice to you. You cannot hold us or any third-party seller liable if the goods are no longer available, or the price has changed when you check out or try to check out at a later stage.
- 3.5. **Order cancellation by us:** We reserve the right to not process an order or to cancel an existing order (partially or completely):
- 3.5.1. If you have gone under debt review before your order is fulfilled;
- 3.5.2. If, on any of our website, we suspect that you have, or have tried to: abuse the website; intercept data; commit fraud; hack into our systems; or create multiple user profiles to take advantage of a promotion or other offer intended by us to be used once-off by you. We will also be entitled to blacklist you on our database, delete your profile and suspend or terminate your access to our website (in which case we accept no liability which may arise); and
- 3.5.3. If there has been an error. Errors include system errors, the goods no longer being available, incorrect price, quantity or description of the goods. We will not be bound by errors and we will inform you of such errors as soon as we become aware of them
- 3.5.4. If cancellation of an order is initiated by us, no cancellation fees will be payable. We will refund you the Rand value that you have paid, only if you have already paid for the cancelled order. We will not be liable for any loss or claim relating to a cancelled order or refusal to process an order. We are not bound by any incorrect information about goods that are on our third-party providers' websites.

4. DELIVERY, COLLECTION AND STORAGE

- 4.1. **Delivery fee:** We will charge a delivery fee for every order you place, which will be quoted and billed at checkout. The delivery options presented to you in checkout are dependent on your cart contents and delivery address.
- 4.2. **Additional delivery charges:** Additional delivery charges (which will vary, depending on your delivery address) may apply to outlying areas, as well as the delivery of furniture. Delivery fees may change at any time without notice to you. The delivery fee and any additional charges applicable to your order will be communicated to you and must be paid when you place an order.
- 4.3. **Delivery terms:** We will arrange for delivery to the delivery address or click and collect point specified during checkout. Deliveries are confined to South Africa. Fulfilment is subject to product availability and receipt of accurate delivery information. Responsibility for loss or unauthorised use of goods shifts to the customer upon delivery or collection. We are not accountable for any subsequent loss, damage or unauthorised use of the goods once the goods have been delivered or collected.
- 4.4. **Delivery period:** We will do what is reasonably possible (but cannot guarantee that we will be able) to ensure that delivery happens within the approximate timeline indicated at checkout. Our couriers deliver between from 09h00 to 17h00 on weekdays, excluding public holidays. Our ability to deliver is subject to certain factors, including the availability of the goods and the supply of accurate delivery address details. We will try to deliver all the goods in your order at the same time, but goods may be sourced from multiple stores or fulfilment centres and may arrive in multiple packages. If there are any delivery-related problems that cause unreasonable delays, you may refuse to accept delivery and we will refund you the Rand value that you have paid.
- 4.5. **Documentation:** On delivery of your order, you will receive care instructions (if applicable), a delivery note and a returns form. You will receive additional documentation, terms and conditions for mobile devices and certain other electronic devices.
- 4.6. **Access to the delivery location:** You must ensure that we can access the place of delivery, and that the location is cleared for the goods to be delivered. We can only deliver the goods if it can fit into lifts, on staircases, through passages and through doors at the delivery address. We do not hoist goods onto balconies. Our delivery crew is not permitted to rearrange your furniture, clear areas in preparation for the delivery or remove unwanted goods from the premises. Please do not tip or pay our delivery crew members.

- 4.7. **Stock availability:** We cannot guarantee the availability of stock, but will use reasonable efforts to ensure that stock is available. We will notify you when goods are no longer available after you have placed an order. We will refund you the Rand value for the goods you have purchased. We rely on the information provided to us by our third party providers regarding the availability of their stock. We are not liable for any inaccuracies in the information supplied to us. Please contact our Order Team or the relevant third party provider if you have any stock-related queries.
- 4.8. **Accepting your delivery:** If you are unable to accept the goods yourself, please ensure that you or your authorised representative are available at the delivery address. If anyone else accepts delivery of the goods at the delivery address, they are presumed to be authorised to accept the goods on your behalf. On delivery we will require that you or your authorised representative sign for the goods, write down your or their name and produce a form of identification (for example, an original ID or driver's licence). This is to confirm that the goods have been received. If no one is at the delivery address to accept delivery, we will contact you to arrange an alternative time. You will be charged additional delivery charges if we cannot deliver the goods to you due to access problems or if you are not available when we deliver the goods. If we are unable to deliver the goods to you after three attempts, or should we deem it appropriate under the circumstances, we reserve the right to cancel your order, deduct charges we have incurred for failed deliveries or additional storage, and refund the balance due to you.
- 4.9. **Inspecting the goods:** You must inspect the goods when they are delivered to you. If you are satisfied that the goods are in good condition and not damaged, you or your representative must sign the delivery slip, which will be proof that the goods have been delivered in a good, undamaged condition. If the goods are damaged in any way, you must note the reason for rejecting the goods and the nature of the damage on the delivery slip, notify us immediately and not accept delivery of the goods. If you do not note the reason for rejecting the goods and the nature of the damage on the delivery slip, we are entitled to regard the goods as if they were in good condition and not damaged when delivered to you.
- 4.10. **Courier:** We sometimes make use of courier services to deliver the goods to you. We are not be liable for any damage suffered or any losses incurred arising out of any act or omission by the courier, its directors, employees, sub-contractors, agents or representatives. By shopping with us online, you agree that we may share your personal information with our couriers so they can deliver your goods to you. Please refer to our Privacy Statement for more information.

5. RETURNS, REFUNDS AND GENERAL WARRANTIES

- 5.1. If you are unhappy with your purchase for any reason (other than if it is defective) and wish to return it, you may do so within 30 (thirty) days of the date that it is delivered to you or collected by you. The goods must be unused, in its original condition and (where applicable) packaging and you must have the invoice, the delivery note or returns form, original certificate, instructions and unused accessories. You cannot return goods if its price tag has been removed, it has been taken apart, has been permanently installed, is attached or joined to other goods or property at the delivery address, or reasons of public health do not allow its return.
- 5.2. Incorrect items delivered: Should we accidentally deliver the wrong goods to you, or if the goods are not as described on our website, or the goods are missing any parts: Please do not remove any of the stickers or labels or remove the goods from its original packaging. Notify us immediately and we will collect the goods from you at no charge and issue you with a refund (using the same method of payment you originally used for the purchase).
- 5.3. If you are returning goods via courier, you will have to complete the returns form, specifying the reason why you are returning the goods. You must also pack the goods into the original packaging. If you are returning goods that are not defective via courier, you will be charged a collection fee.
- 5.4. We will refund you in full, minus delivery charges (if applicable), if you meet all the requirements above. If you have received the goods as a gift or if you do not have the original delivery note, invoice or returns form, a refund is not available to you and we will in our sole and absolute discretion decide whether to allow you to exchange the item for goods of the same value (you will not receive the balance in any form if you exchange the goods for other goods of a lower value) in the store where the goods originated, or for a gift card at current price, minus any current promotional discount.
- 5.5. If goods are faulty or defective and do not have a specific warranty or guarantee, you may return them within 1 (one) month from the date of purchase, provided that the goods have been used for their intended purpose and they have been cared for according to any instructions that accompanied the goods.
- 5.6. We may in certain instances require an assessment of the goods and require you to pay us an assessment fee before we do an assessment. If, after we have assessed the goods,

we find that the goods are defective or that there are quality issues, we will refund your assessment fee and the goods, we will refund you the value of the goods in the same way that you paid for the goods. However, if we discover in our assessment that:

5.6.1. you have not adhered to the use, maintenance and care instructions and weight-bearing guidelines of the goods;

5.6.2. the goods were exposed to damp or water, placed in direct sunlight causing colour fading or changing, placed outside (unless specified as good for outdoor use), placed too close to a heat source, or that deterioration was caused by the goods' immediate environment;

5.6.3. the goods are not defective or not affected by quality issues, we will refuse to refund you or accept return of these goods. Longer warranty periods apply to certain goods. Please refer to the product page for more information.

5.7. For returns and exchanges of goods purchased from any of our third-party providers, please note that the specific third-party provider's terms and conditions will apply, so please refer to their website or contact our Team for more information.

6. CANCELLATION OF ORDER

6.1. We cannot cancel any order once it has been paid. We can only process refunds once we have confirmed that the goods have been returned to our distribution centres. Please refer to our returns policy for more information. Please refer to the Special Orders tab for terms and conditions that apply to personalised and special-order goods. Please contact our Team if you have any queries regarding cancellation.

7. PAYMENT

7.1. We take reasonable steps to secure your payment information and we use a payment system that is sufficiently secure, with reference to accepted technological standards at the time of the transaction and the type of the transaction concerned. Transacting with us electronically (including transacting on our websites and apps using your credit card details) is safe and secure.

7.2. If you are paying by credit card, the total cost of the order will immediately be debited to your account, if your order is not fulfilled or is cancelled by JIKA NAYE then it will result in a refund. If your order will be delivered in more than one batch, we will take full payment at the first shipment. We will also take full payment immediately if the delivery date is 14

days or more into the future. If you split payment for an order between your store account and credit card, the credit card amount will be processed as a payment on your store account. When you submit your order, you warrant that you are authorised to use the card and that there are sufficient funds to pay for the order. You consent to our use of the services of reputable and secure third-party payment service providers in order to process credit card transactions and acknowledge that doing so necessitates the disclosure of your credit card information when you make a purchase.

- 7.3. In the event that you return goods, it will take up to 10 working days after return of goods to process a refund and for it to reflect on your account.

8. GENERAL

We are entitled to amend these online shopping terms and conditions, at our sole discretion, from time to time, without notice to you.

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