

## **RETURNS POLICY**

Thank you for shopping at Kimberley Dierewinkel (PTY) Ltd operated by Kimberley Veterinary Clinic.

The following terms are applicable for any products that You may purchase with Us.

### **Cooling-off period for electronic transactions**

Section 44 of the Electronic Communications and Transactions Act may apply to your electronic transactions. If you qualify as a consumer under the ECT Act, you may be entitled to cancel certain electronic transactions within 7 days, without reason or a penalty being imposed.

If you are not entirely satisfied with the product you have received, you may return the product within 7 (seven) days after date of delivery for a different item or full refund of the purchase price.

The returned product must be returned in its original, unused and unopened condition and packaging.

After receipt of the returned product the Manager will inspect the product and determine if it is in its original, unused and unopened condition and packaging. Should you opt for a refund; the refund will be processed within 30 days of the date of cancellation.

Section 44 is only applicable to natural persons, in other words, a human being. You must also be the end user of the products and the transaction must have been an electronic transaction via our website.

The cooling off period does not apply to goods made or altered to your specifications.

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### **Conditions for Returns**

In order for the Goods to be eligible for a return, please make sure that:

- You are able to provide a proof of purchase (invoice)
- The item must qualify as an item that can be returned (see non-returnable items below)
- The item must be in a re-sellable condition except in the case of damaged or faulty items (saleable condition)
- Within 7 days after delivery, except where the item is found to be defective.

### **Types of Returns**

**Incorrect item ordered** – Please notify us within 7 (seven) days to exchange your item at one of our stores in Kimberley or contact us to have the item collected by the courier for your account. (The cost of courier will be deducted off your refund)

**Exchanges** – We offer In-Store exchanges at any one of our stores in Kimberley or we are able to facilitate a courier collection (please note charges will apply)

**Incorrect items delivered** – Please notify us immediately or within the first 7 (seven) days of purchase. We will refund, exchange or send the correct item to you free of charge.

**Received damaged item(s)** – Please notify us immediately or within the first 7 (seven) days of purchase. We will refund, exchange or send a new item free of charge once we have inspected the goods.

**Defective goods** – Please notify us immediately of any defects. We will investigate the matter and once consulted with our supplier; we will notify you of the outcome.

**Late Deliveries** – If your order is late and you would like to rather return the item(s). Please notify us immediately (please read below for more info on late deliveries)

## **Warranty**

We warrant all our new products against any defects for six months from the time we supplied the products. This is the statutory warranty in terms of the Consumer Protection Act of 2008 (CPA). These products are all subject to the manufacturer's warranties and terms and conditions. Any of our products that become defective during the statutory warranty period (six months from the time the products were supplied) may be returned in order for us to arrange repair or replacement or a refund.

Defective products are those that had a defect or were unsafe when we supplied them. You must prove that the products are defective. As soon as we have been contacted by you to facilitate return of the product to us, we will provide you with the necessary return details. Any customer that is a consumer under the CPA may decide whether we should either repair or replace defective goods or process a refund. We will decide how to compensate other customers.

Should a product be found defective within 7 (seven) days from you having received your order, we will collect and return the product and if the manufacturer or its official distributing agent determines that the product can be honoured in terms of the warranty, we will carry all the costs involved in returning and repairing or replacing the product. This will be subject to the manufacturer or its official distributing agent determining that the product can be honoured under the terms of the warranty. Should the product be found defective or become defective after 7 (seven) days from you having received your order and where the product still falls under the warranty period, the cost of returning the defective product will be for your account and we will cover the cost of returning the repaired or replaced product back to you. This will be subject to

the manufacturer or its official distributing agent determining that the product can be honoured under the terms of the warranty. If not, the costs for the return of the product will be for your account.

We do not personally carry out the repair; we send the product to the manufacturer to be repaired. We warrant all our repaired products against any further defect for the remaining portion of the statutory warranty period plus a further three months from the time we returned the repaired products.

**Please note:** The following are examples of things which will **NOT** be regarded as defects and will **NOT** entitle you to any repair, replacement or refund under the general warranty above:

- Faults resulting from normal wear and tear
- Damage arising from incorrect usage of the product.
- Products that you or any other person has altered, repaired, incorporated or added to where such alteration, repair, incorporation or addition has not been authorised by Kimberley Dierewinkel (PTY) Ltd.

**Suppliers guarantee:** Certain products may come with a supplier's guarantee. If so, this will be stated in the product listing on the site. Clear details of these guarantees are given in their listings and no shopper may ask to be covered by a wider-ranging guarantee other than the one shown on such product listing.

### **Repairing an Item**

If your product is out of its warranty period, you will incur shipping and repair costs. There will be a minimum fee of R 200 to collect and R 200 to return it to you. The amount you pay will be based on your collection and delivery location. If the product is still under warranty, the collection and return costs will be on us.

Any repairs not covered by warranty will be quoted on for your approval and we will require payment before any work is done.

### **Non-Returnable Products**

- Food or snacks. Except for:
  1. Hills, Royal Canin, Eukanuba, Iams, Ultra Dog, Vets Choice, Nutribyte, Acana and Ultra Cat food items which may be returned if it is unpalatable provided that the bag of food is still at least two thirds full and you have not returned any food item for unpalatability in the preceding 12 months;
  2. Items of food that are damaged prior to receipt;
  3. Where the expiry date on the item precedes the delivery date
- Treatment products such as tick & flea tablets/drops and sprays (except where the expiry date on the item precedes the delivery date).

- Items explicitly marked a non-returnable
- Products that you or any other person has altered, repaired, incorporated or added to where such alteration, repair, incorporation or addition has not been authorised by Kimberley Dierewinkel (PTY) Ltd.

We supply certain products that you cannot return to us as they are perishable. Perishable goods include everything under our food and treats category, and we are unable to refund or exchange items due to public and food safety regulations. If however, your perishables have arrived damaged or expired we will replace or refund them when we are at fault.

### **Returns Procedure**

For swop outs/exchanges, please call Kimberley Dierewinkel (PTY) Ltd at 053 832 5711 or email us at [eshop@kimvet.co.za](mailto:eshop@kimvet.co.za).

Pack item(s) into box in its original packaging in order to protect the items you are returning.

Our courier will arrange to collect the package from the address you supplied within 10 – 14 days. If you prefer you can post the package back to the following address:

16 Dalham Road

Kimberley

8301

We cannot be held responsible for Goods damaged or lost in return shipment. Therefore, We recommend an insured and trackable mail service. We are unable to issue a refund without actual receipt of the Goods or proof of received return delivery.

### **Refund**

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Within 10 business days of the returned item having been cleared by Kimberley Dierewinkel (PTY) Ltd quality, the money will be refunded back in the form of payment used for the original order (either EFT or card), unless specified that a store credit or a swop out is preferred.

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### **Penalty**

A 5% transaction fee will be levied on returns of incorrect or mistakenly placed orders by the customer. The courier costs of these orders will also not be refundable.

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## **CONTACT US**

If you have any questions about our Returns and Refunds Policy, please contact us:

- By email: [eshop@kimvet.co.za](mailto:eshop@kimvet.co.za)
- By phone number: 053 832 5711