



## Hall's Co SA (Pty) Ltd.

176 Victoria Road  
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South Africa

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+27 (33) 394 3976  
sales@hallsretail.com  
www.hallsretail.com



Last updated: August 21

## Hall's Co SA (Pty) Ltd Returns Policy

### 1. Introduction:

- 1.1. Hall's Co SA (Pty) Ltd is committed to the principles envisaged in the Consumer Protection Act 68 of 2008 ('CPA') in all dealings with consumers.
- 1.2. Hall's Co SA (Pty) Ltd 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 Hall's Co SA (Pty) Ltd. These rights include amongst other that consumers are entitled to return goods to a supplier in certain specific instances.
- 1.3. This policy will explain to you when you can return goods to us – explaining (i) the reasons for which you can return goods, (ii) the period within which you need to return it, and (iii) what your and our duties and rights are when you want to return goods.

### 2. 30 day Returns Policy:

- 2.1. Although the law does not give you an automatic right to return goods for any reason to Hall's Co SA (Pty) Ltd, we will accommodate you within 30 days from invoice date if you want to return the goods, provided that you meet the requirements of this policy and excluding the goods expressed in clause 4.3

### 3. Handling Charges

- 3.1. No handling charges on defective goods returned.
- 3.2. A 10% handling charge will be charged on all 'Category A' products;
- 3.3. A 15% handling charge will be charged on all 'Category B + C' products;
- 3.4. A 25% handling charge on all Cementitious products

### 4. Rules applying to the 30 day Returns Policy:

- 4.1. You can only return the goods within the 30 day returns period if you did not use the goods at all.
- 4.2. The goods must also be in its original unopened packaging and in the same condition you received it.
- 4.3. You will not be able to return the following goods during the 30 day returns period:



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4.3.1. Special order goods (these are goods that we changed, amended or procured for you specifically to meet your needs – in other words customized, tinted, or adjusted goods and other goods that Hall's Co SA (Pty) Ltd does not usually stock);

4.3.2. Goods that we no longer stock.

### 5. Defective goods:

- 5.1. All tinted or customised products must be checked by the customer prior to application and preferably prior to dispatch. We are happy to adjust any mis-tints before they are used but unfortunately cannot replace these products if the customer has already used part or all of the product.
- 5.2. All goods that carry a manufacturer's warranty from date of sale, date of manufacture or date of delivery shall qualify for warranty against defects.
- 5.3. If the goods show a defect during the warranty period we will gladly repair or replace the goods, or if you prefer a refund, we will refund you the price paid for the goods.
- 5.4. If at any point you want us to repair or replace 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.
- 5.5. If the defect in the goods was caused due to consumer abuse, fair wear and tear or negligence on your side, the warranty will not apply, and you will not be able to return the goods to us. You therefore need to make sure that you use the goods appropriately and within specifications provided by the manufacturer.
- 5.6. You will also not be able to return the goods to us if you did not follow the instructions of use, specifications or guidelines in any other printed material made available by the manufacturer, distributor or importer or if you used the goods for a purpose other than what it was intended to be used for.
- 5.7. It is the customers responsibility to acquire training or additional information prior to use of products to ensure you use the products as recommended by the manufacturer. Hall's Co SA (Pty) Ltd do not accept any responsibility whatsoever for any advice or lack-of-advice given or not-given by sales representatives.

### 6. Returns process for defective goods:

- 6.1. 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 detected the defect.
- 6.2. You must immediately stop any further use of the goods in order to limit the damages.



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6.3. Hall's Co SA (Pty) Ltd will then investigate the matter and run the necessary tests on the goods to determine the reason for the defect.

6.4. Hall's Co SA (Pty) Ltd will communicate their findings to you within 14 days after they received the goods from you for testing.

### 7. Specific purpose of goods:

7.1. You will be entitled to return the goods you bought from us within 3 days without a handling charge, if...

7.1.1. you bought the goods for a *specific purpose off the shelf without alteration*;

7.1.2. you *communicated the purpose* to the salesperson;

7.1.3. the salesperson *confirmed* that you would be able to use the goods for the purpose you indicated; and

7.1.4. it turns out that the *goods are not fit* for that particular purpose.

7.1.5. The goods remain unused and opened and weren't specifically ordered, altered, tinted or packed out for your specific purpose.

### 8. Wrong delivery:

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

### 9. Charges for use:

9.1. In terms of the law we are allowed to charge you for the use of the goods in certain circumstances and also to get the goods fit for restocking again.

9.2. If you want 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 inspected the condition of the goods at the time of return and inline with clause 3.

### 10. Proof of purchase:

10.1. If you want 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 to determine.

10.1.1. that you bought the goods from us;

10.1.2. when you bought the goods.



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### 11. Refunds

11.2. You will be refunded subject to the law and in the same way that you initially paid for the goods, either by cash, credit card or EFT.

11.3. 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.

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Please do not hesitate to contact us directly for clarity on any points.