

# Distell – Returns Policy

(version: 1.0)

1. **Our goods.**  
We supply wine and other related physical goods.
2. **Read descriptions.**  
Please carefully read and follow all descriptions that accompany our goods. For example, descriptions of particular wines or vintages on our website. Please also read our website at [www.distell.co.za](http://www.distell.co.za) for tips on enjoying our goods.
3. **Cooling-off period.**  
Section 44 of the ECT Act may apply to your electronic transactions. If you qualify as a consumer under the Electronic Communications and Transactions Act, you may be entitled to cancel some electronic transactions within seven days, without reason or penalty. Section 44 is only applicable if you are a **natural person** – in other words, a human being. You must also be the **end user** of the goods or service. The transaction must be an **electronic transaction** – a transaction concluded via (in whole or in part) the website, email, or SMS.
4. **Our goods warranty.**  
We warrant that all our non-consumable goods are new and of good quality unless we clearly describe them as used or reconditioned or as having specific defects. All our wine and other consumable goods are new.
5. **Return of goods in terms of cooling-off period.**  
If you wish to validly return any goods in terms of the cooling-off period, you must return them in new condition with all packaging and materials. We will refund the purchase price of the goods (minus the direct costs of returning the goods) within 30 days of the date of cancellation if we are satisfied that you had the right to return them in terms of the cooling-off period. You may not return opened wine or other spoiled consumable goods unless they are defective.
6. **Statutory goods warranty for six months.**  
We warrant all our new goods against any defects for six months of normal household or business use, from the time we supplied the goods. This is the statutory warranty in terms of the Consumer Protection Act of 2008 (the CPA).
7. **Defective goods.**  
Defective goods are those that had a defect or were unsafe when we supplied them. A defect usually means that the goods were manufactured using materials or workmanship below an acceptable standard. You must prove that goods are defective.
8. **Statutory compensation.**  
We will repair, replace, or refund the price of any defective goods that you return to us during the six month statutory warranty. Returns must follow our returns procedure below.
9. **Choice of compensation.**  
Any customer that is also a consumer under the CPA may decide whether we should either repair or replace the defective goods, or make a refund. We will decide how to compensate any of our other customers.
10. **Statutory warranty on repairs.**  
We may repair certain non-consumable goods. We warrant all our repairs and repaired goods against the failure of a repair and any further defect for the remaining portion of the statutory warranty plus a further three months from the time we returned the repaired goods.
11. **Compensation under repair warranty.**  
If you are also a consumer under the CPA, then we may choose to replace or refund the price of any repaired goods that you return to us during the three month repair warranty period.
12. **Suitably qualified person.**  
A customer that believes goods are defective should ask a suitably qualified person to produce a report for us to consider. A suitably qualified person is a reputable and independent person trained and qualified to assess the quality of goods similar to our goods.
13. **Inspection fee.**  
You may also ask us to inspect any goods believed to be defective. We may charge an inspection fee equivalent to the price paid for the item, up to a maximum of R250. We will fully refund this inspection fee if the goods were defective when we supplied them.
14. **Our duties.**  
We are trained to recognise any defects in our goods. We can usually tell if the goods have been misused, for example if they have been neglected, damaged, altered or not used as directed. We will give reasons if we refuse to accept that we supplied defective goods, but will only do this if we honestly believe that the goods have been misused.
15. **Limited refund of inspection fee.**  
We do not have to refund any inspection fee paid if we do not accept that we supplied defective goods.
16. **Invalidation of warranties and right to return unsuitable goods.**  
Warranties on any of our goods will be invalid if any person who is not suitably qualified has opened, tampered with or altered the goods contrary to the instructions or removed any warranty labels. This also applies to goods found to be unsuitable. It may be fraud to damage goods deliberately to claim a refund.
17. **Exclusion of industrial use.**  
We only warrant goods for any industrial or unusual commercial use if we clearly state this in writing, for example on the packaging.
18. **Statutory right to return unsuitable goods.**  
Our customer that is also a consumer under the CPA may return goods within ten days of delivery if they could not examine them before delivery and then discovered that the goods are not what they ordered or expected, or are not suitable for a specific purpose that they communicated to us in writing.
19. **Returns of unsuitable goods.**  
A consumer must return unsuitable goods within ten days of delivery according to our returns and refunds procedure below.

**20. Refund of price of unsuitable goods.**

We will refund the full price of any unsuitable goods in their original unopened packaging. We will not refund the price of any wine or other consumable goods that have been opened. For opened non-consumable goods, we may deduct or charge a reasonable amount for any use of the goods plus certain costs necessary for repackaging and restocking, subject to the CPA. These costs are usually up to 25% of the cost of the goods.

**21. Postage costs.**

We will refund the reasonable postal and insurance costs of returning defective or unsuitable goods. We may inspect the goods to confirm that they are defective before we do so.

**22. Procedure for returns to other suppliers.**

Customers of other suppliers (such as major retail chains) must return defective or unsuitable goods directly to that supplier. Customers must use the correct returns procedure. Please contact the customer services department of the relevant supplier for details of their returns procedures.

**23. Our returns and refunds procedure.**

You must use our returns and refunds procedure for returning defective or unsuitable goods, or else we may refuse to accept them. Our returns and refunds procedure is as follows:

- Download a return or refund claim form from our website or ask our customer services department (details below) to fax, post or email the form to you.
- Fill in the form with your contact details, date and place of purchase, and all details of the physical goods that you want to return, including how and why you believe the goods are defective or unsuitable for your purpose.
- Email, fax, post or deliver the refund or return claim form to customer services. Customer services should contact you with a return or refund claim number within 24 hours of receipt, otherwise you must contact them to get the number.
- Our customer services department may tell you that they do not believe you have a claim, for example because the warranty period of the goods has expired. In this case we may refuse to repair or replace goods, or refuse to pay a refund
- Any return of physical goods must include proof of purchase plus all accessories and instructions, and all original packaging that is still available. If no packaging is available, please make sure the goods are in protective packaging as we are not responsible for any damage in transit.
- Please write the return claim number clearly on the envelope or package. We may refuse to accept a package that does not have this return claim number on it.
- Deliver the defective physical goods under warranty or unsuitable physical goods to us or post them by normal prepaid registered post, insured against loss, damage and theft. The street and postal addresses for all returns are the same as for our customer services department, details of which are below.
- If you choose to post the physical goods, please notify us that you have done so by sending an email to us. In this email, please provide us with the post office tracking number for the envelope or package.
- Once we have received the package, we will notify you that we have received the physical goods. Please allow 10 working days from the date on which you sent the envelope or package for it to reach us. If we have not notified you within 10 working days, please contact the postal service that you sent the package through and try and establish whether it has been delivered to the correct address.
- We will also notify you in the same email if we have not received the return or refund claim form associated with your claim. If we have not received it, we will send you a blank return or refund claim form attached to the email. Please complete it and return it to us in terms of our returns and refunds procedure above. We will not be able to continue processing your claim until we have received this document.
- If you claim that our goods are defective, we will examine the goods for defects. We will decide whether the goods were defective, were misused, or are of good quality.
- If you claim that our goods are unsuitable for your purpose, we will first investigate whether you communicated the purpose to us. If you did, we will then provide you with a written report indicating whether we believe the goods were unsuitable for your specific purpose or not.
- If the goods were returned outside the seven day cooling-off period, or we find that the goods were misused, were of good quality, were not provided to you for a specific purpose or were suitable for that purpose, then we will not repair, replace or refund the goods.
- If you returned the goods within the seven day cooling-off period and we find that the goods were defective, were provided to you for your specific purpose and were unsuitable for that purpose, then we will either contact you and ask you whether you would like us to repair, replace, or refund the price of the goods (if you are also a consumer under the CPA) or advise you how we have decided to compensate you (if you are not a consumer under the CPA).
- If you choose for us to repair or replace the goods or we decide to do so ourselves, we will contact you as soon as reasonably possible to organise the necessary steps to repair or replace the goods.
- If you choose for us to make a refund or we decide to do so ourselves, we will contact you and arrange payment of the refunded amount into a bank account of your choice within 30 days of cancellation.

**24. Dispute resolution.**

If we do not accept that we supplied defective or unsuitable goods, and our customer services department has not been able to help, any customer may still take the matter up with a suitable ombud or other dispute resolution body, or take legal action. The dispute resolution procedures under the CPA do not necessarily apply to all transactions with us. This policy does not exclude any other rights customers may have.

**25. Our customer services department contact details.**

Our customers can contact our service department as follows:

- Contact person: **Jolygha Lottering**
- Telephone number: **021 809 8280**
- Email address: **info@vinotheque.co.za**
- Postal address: **Posbus 184, Stellenbosch, 7600**
- Street address: **Aan-De-Wagenweg, Stellenbosch, 7600**
- Office hours: **09h00 to 17h00**

**26. Customer queries and complaints.**

We aim for complete customer satisfaction. We respect our customers' rights and always try to comply with best practice and all relevant laws. If you are not satisfied with any of our goods, or have any questions, please contact our customer services department and have your invoice ready. We will try our best to solve your problem. We are proud of the reputation of our goods.