

Return Policy

INTRODUCTION:

1.1. The Imagique Group (and the groups t/a Subsidiaries) are committed to fair trading practices as well as the principles envisaged in the Consumer Protection Act, Act 68 of 2008 ('CPA') in all dealings with our consumers.

1.2. The Imagique Group (and the t/a Subsidiaries) 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 The Imagique Group (and t/a Subsidiaries), including the rights of consumers to return goods to The Imagique Group (and the t/a Subsidiaries) in certain specific instances.

1.3. This policy sets out the circumstances in which you can return goods to The Imagique Group (and the t/a Subsidiaries) – explaining: -

- (i) the reasons for which you can return goods;
- (ii) the period within which you need to return the goods, and
- (iii) what your and our duties and rights are when you wish to return goods.

7 DAY RETURNS POLICY:

2.1. Although the law does not give you an automatic right to return goods for any reason The Imagique Group (and the t/a Subsidiaries) will accommodate you within 7 (seven) days from delivery if you want to return the goods, provided that you meet the requirements of this policy.

2. Rules applying to the 7 (seven) day Returns Policy:

2.1. You can only return the goods within the 7 (seven) day returns period if you did not use the goods at all

2.2. the goods must also be in its original unopened packaging.

DEFECTIVE GOODS:

3.1. All our goods carry a manufacturer's warranty from date of sale or date of delivery (the later date of the two dates) against defects.

3.2. If the goods show a defect during the first 1 (one) months after you purchased the goods or the goods were delivered to you (the later date of the two dates), we will gladly repair or replace the goods, or if you prefer a refund, we will refund you the price you paid for the goods.

3.3. If the manufacturer's warranty on the particular goods that you bought extends beyond the 1 (one) month period, we will repair or replace the goods at our election .

3.4. If at any point you request us to 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 replacement.

3.5. If the defect in the goods was caused due to your abuse as consumer, fair wear and tear or your negligence, the warranty will no longer apply and you will not be able to return the goods to us. Accordingly, you need to make sure that you use the goods appropriately.

3.6. You will also not be able to return the goods to us if you did not follow the instructions of use or guidelines in any other printed material that we provided to you in connection with the goods or if you used the goods for a purpose other than what it was intended to be used for.

RETURNS PROCESS FOR DEFECTIVE GOODS:

4.1. 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 detect the defect.

4.2. You must immediately stop any further use of the goods in order to limit the damages.

4.3. The Imagique Group (and the t/a Subsidiaries) will then investigate the matter and run the necessary tests on the goods to determine the reason for the defect.

4.4. The Imagique Group (and the t/a Subsidiaries) will communicate their findings to you within 14 (fourteen) days after they received the goods from you for testing.

Most importantly the Electronic Communications and Transactions Act (“ECT Act”) will apply to the transaction. The ECT Act has its own consumer protection provisions, some of which will trump the CPA. Specifically the reasons for returns listed above do not apply if the ECT Acts provisions apply to the transaction. Instead of these rights of return consumers have; a general right to return (a ‘cooling off period’), for seven days after delivery, for any reason, without penalty, but the consumer will be liable for the costs of returning the goods.