

Synergy Commodities' Goods Return Policy

1. Purpose

The purpose of this Goods Return Policy is to regulate the return of goods supplied by the Company to its customers and to ensure compliance with applicable South African legislation, including the Consumer Protection Act 68 of 2008 ("CPA"), where applicable.

RETURN POLICY CLAUSES

2. Definitions

For purposes of this policy:

"Company" means the supplier/seller of the goods.

"Customer" means the purchaser of the goods.

"Goods" means all products supplied by the Company.

"Defective Goods" means goods that are unsafe, faulty, damaged, expired, contaminated, or not fit for intended purpose.

"Non-Returnable Goods" means goods specifically excluded from return under this policy.

"Return Merchandise Authorization" ("RMA") means written approval issued by the Company authorizing the return of goods.

3. General Return Conditions

3.1 No goods may be returned without prior written approval from the Company.

3.2 All returns must be accompanied by:

- Original invoice or proof of purchase;
- Batch numbers where applicable;
- Delivery note;
- Reason for return.

3.3 The Company reserves the right to inspect all returned goods before approving any refund, replacement, or credit. Driver will take photos before goods are loaded onto the truck.

3.4 Returned goods must be:

Goods Return Policy



- In original packaging;
- Unused unless defective;
- Properly sealed where applicable;
- In resalable condition unless returned due to defect or damage.

3.5 The Company may reject any return that does not comply with this policy.

4. Return Period

4.1 Goods may only be returned within five (5) calendar days from delivery and solely at the Company's discretion. Customer must email photos of the goods within 5 days.

4.2 Short deliveries, damaged goods, or incorrect goods must be reported within forty-eight (48) hours of delivery. Customer must email photos of goods within 48 hours of delivery.

4.3 Hidden defects must be reported immediately upon discovery.

5. Defective or Damaged Goods

5.1 Where goods are defective, unsafe, expired, contaminated, damaged, or not fit for intended purpose, the Customer may request:

- Repair;
- Replacement; or
- Refund/credit.

5.2 The Company reserves the right to investigate the alleged defect prior to approval.

5.3 Goods damaged due to:

- Misuse;
- Negligence;
- Improper storage;
- Unauthorized handling;
- Alteration;
- Exposure to unsuitable conditions; shall not qualify for return.

5.4 The Company shall not be liable for consequential damages, indirect losses, or third-party claims arising from use of the goods.

6. Incorrect Deliveries

6.1 Where the Company delivers incorrect goods, the Customer must notify the Company within forty-eight (48) hours.

6.2 The Company shall arrange collection and replacement at its own cost where liability is accepted.

6.3 The Customer shall keep the goods safe and unused pending collection.

7. Non-Defective Returns

7.1 Returns of non-defective goods are subject to:

- Prior written approval;
- A handling or restocking fee.
- Goods being unopened and resalable.

7.2 Special-order, imported, manufactured-to-order, hazardous, chemical, perishable, or custom-labelled goods may not be returned unless defective.

7.3 The Company reserves the right to refuse non-defective returns.

8. Hazardous Chemicals and Regulated Goods

8.1 Due to safety, environmental, and regulatory requirements, hazardous chemicals or dangerous goods may only be returned:

- With prior written approval;
- RAM form must be completed and sales representatives must communicate to admin team prior to upliftment.
- In compliance with transport legislation;
- With proper documentation and labelling.

8.2 The Customer shall remain responsible for safe storage and handling pending collection.

8.3 Opened, contaminated, mixed, or partially used hazardous products may not be returned unless defective.

8.4 The Customer shall indemnify the Company against losses arising from improper storage or handling after delivery.

9. Return Procedure

9.1 The Customer must submit a written return request containing:

- Invoice number;
- Product description;
- Quantity;
- Batch number;
- Reason for return;
- Supporting photographs where applicable.

9.2 Upon approval, the Company shall issue an RMA number.

9.3 No goods shall be accepted without a valid RMA number.

9.4 Approved returns must be returned within five (5) days after RMA approval.

10. Collection and Transport

10.1 Where the return is due to Company error or defective goods, the Company shall bear reasonable transport costs.

10.2 Where the return is customer-driven or non-defective, the Customer shall bear all transport and handling costs.

10.3 Risk in returned goods remains with the Customer until received and accepted by the Company.

11. Refunds and Credits

11.1 Approved refunds shall be processed within seven business days.

11.2 The Company may issue:

- Credit notes;
- Replacement stock; or
- Refunds, at its discretion and subject to applicable law.

11.3 Refunds shall not exceed the original invoice value of the goods returned.

11.4 No cash refunds shall be issued for credit account purchases unless required by law.

12. Inspection Rights

12.1 The Company reserves the right to inspect returned goods before:

- Accepting return;
- Issuing replacement;
- Granting credit.

12.2 Inspection may include laboratory testing where applicable.

12.3 If testing reveals no defect attributable to the Company, testing and transport costs may be charged to the Customer.

13. Limitation of Liability

13.1 The Company's liability shall be limited to:

- Replacement of goods;
- Repair; or
- Refund/credit of purchase price.

13.2 Under no circumstances shall the Company be liable for:

- Loss of profits;
- Production downtime;
- Consequential damages;
- Environmental damages caused after delivery;
- Third-party claims.

14. Force Majeure

The Company shall not be liable for delays or inability to process returns due to events beyond its reasonable control including:

- Natural disasters;
- Transport disruptions;
- Civil unrest;
- Government restrictions;
- Industrial action.

15. Compliance With Laws

The Customer shall comply with all:

- Occupational health and safety laws;
- Environmental laws;
- Dangerous goods transport regulations;

- Storage regulations applicable to the goods.

16. Ownership and Risk

16.1 Risk in the goods passes to the Customer upon delivery.

16.2 Ownership shall remain with the Company until payment is received in full.

17. Governing Law

This policy shall be governed by the laws of the Republic of South Africa.

18. Dispute Resolution

18.1 Any dispute arising from this policy shall first be referred to senior management for resolution.

18.2 Failing resolution within fourteen (14) days, the dispute may be referred to:

- Mediation;
- Arbitration; or
- A court of competent jurisdiction in South Africa.

19. Collection Fee Clause

The Company may charge a collection fee for non-defective returned goods.

20. Chemical Product Stability Clause

The Company does not warrant product integrity where goods were stored outside prescribed temperature, handling, or environmental conditions after delivery.

21. No Return on Age Stock/Sale Items

Promotional, discounted, clearance, or sale items are non-returnable unless defective.

22. Shelf-Life Clause

Products returned within the shelf-life period may be rejected.

23. Cancellation of Orders

Orders cancelled after dispatch may attract handling, transport, and administrative charges.