EUPHRATES - PHYSICAL GOODS RETURNS & EXCHANGES POLICY

1. Our products

• We supply physical products.

2. Read instructions

• Please carefully read and follow all instructions that come with our products. For example, any documents that help you use our products. Please also read our website at www.euphrates.co.za for tips on our products.

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 products 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 products warranty

• We warrant that all our products are new and of good quality unless we clearly describe them as used or reconditioned or as having specific defects.

5. Return of products in terms of cooling-off period

You must return any products in new condition with all packaging and materials sealed. We will refund the purchase price of the products (minus the direct costs of returning the products) within one to three days of the date of cancellation. Regrettably we do not refund any shipping fees when applicable to a cooling-off period request. We also do not offer refund to used products. All our Euphrates products do not offer cash guarantee after the products has been used.

6. Statutory products warranty for three months

• We warrant all our new device products against any defects for three months of normal

use, from the time we supplied the products. This is the statutory warranty in terms of the Consumer Protection Act of 2008 (the CPA).

7. Statutory compensation

• We will replace or refund the price of any defective products that you return to us during the 1 week statutory warranty. Returns must follow our returns procedure below.

8. Choice of compensation

 Any customer that is also a consumer under the CPA may decide whether we should either replace or refund the defective products. We will decide how to compensate any of our other customers.

9. Invalidation of warranties and right to return unsuitable products

Our products are very precise, and are manufactured and repaired under strictly
controlled conditions. For this reason, warranties on any of our products will be invalid if
any person who is not suitably qualified has opened, tampered with or altered the
products contrary to the instructions or removed the warranty label. This also applies to
products found to be unsuitable. It may be fraud to damage products deliberately to claim
a refund.

10. Statutory right to return unsuitable products

• Our customer that is also a consumer under the CPA may return products within three days of delivery if they could not examine them before delivery and then discover that the products are not what they ordered or expected, or are not suitable for a specific purpose that they communicated to us in writing.

11. Returns of unsuitable products

• A consumer must return unsuitable products within three days of delivery according to our returns and refunds procedure below.

12. Refund of price of unsuitable products

 We will refund the full price of any unsuitable products in their original unopened packaging. For opened products, we may deduct or charge a reasonable amount for any use of the products plus certain costs necessary for repackaging and restocking, subject to the CPA. These costs are usually up to 25% of the cost of the products.

13. **Delivery costs**

• We will cover costs of returning defective or unsuitable products. We may inspect the products to confirm that they are defective, or in case of unsuitable opened products, that quantities used seem reasonable, before we do so.

14. Our returns and refunds procedure

• You must use our returns and refunds procedure for returning defective or unsuitable products, or else we may refuse to accept them. Only products purchased on www.euphrates.co.za will be considered by Euphrates On Line for refund or exchange.

Our returns and refunds procedure is as follows:

STEP ONE – Completing the Necessary Documentation

- You should receive a Returns Note with your order, detailing our returns process. If you have not received this document, please contact Customer Services on 012 772 7877 (Monday to Friday 9am 5pm, excluding public holidays) or by emailing us at sales@euphrates.co.za with your order details.
- If you are dissatisfied with the products delivered to you and want to apply for either a product exchange or a refund, kindly complete the Returns Note document with all the required information. Confirm your contact details, date of purchase, Order/Invoice Number, and all details of the physical products that you want to return, including how and why you believe the products are defective or unsuitable for your purpose. If goods need to be returned from a different location than the shipping address to which the Order was delivered, please indicate so at that time. In the event you require an exchange, please indicate what alternative product you believe may be better suited, or ask our Customer Service contact centre to assist you.
- Email this completed document back to customerservice@euphrates.co.za. We will confirm your Return Claim Number via email within three business days of receiving your claim. Authorisation will be issued by our Customer Care Centre within 3 to 4 Business Days from time of receiving your request.
- Once your return request has been approved, a Return Instruction will be communicated to our courier company, for collection of the goods.

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STEP TWO - Returning the Product(s)

Returns and exchanges

- If the product(s) ordered and delivered are unsuitable and you wish to exchange them for another selection, we will gladly assist you in validating which alternative product(s) may be more suited for you.
- Kindly note that we will only process Exchange of product(s), if products returned to us are in original condition, eg unopened, and in the original intact packaging. Once returned goods have been received and inspected, we will process exchange and initiate the shipment of replacement products to you. Our Team will liaise with you to confirm when goods have been validated for exchange, and when replacement products have been shipped to you. Note that replacement of products can only take place if alternative product is of the same value. If you wish to have the original product(s) replaced by other products of a higher value, we may decide to refund that transaction entirely and assist you in placing a new order for a new amount.
- Once the goods authorised for return have been collected by our courier company, please send an email to customerservice@euphrates.co.za, providing us with the tracking number communicated to you by the courier company at time of collecting the parcel. Shipping of the returned parcel back to Euphrates On Line will take place via standard ground shipping. Please allow up to 10 working days from the date on which the package was collected for it to reach us.
- Once we have received the package, we will notify you via email that we have received the physical products.
- In the event the goods received are not in their original condition, we reserve the right to not agree on an exchange or refund, and will then contact you to notify you of potential alternative process we may agree upon.
- Any return of physical products must include all accessories and instructions, and all
 original packaging that is still available. If no packaging is available, please make sure
 the products are in protective packaging as we are not responsible for any damage in
 transit.

STEP THREE – Processing a Refund

- If you require a refund we will refund the price paid by you for the goods (exclusive of the initial delivery charge) within twenty (20) days of receiving your returned goods, provided that you have returned the goods to us in their original condition at our distribution centre within 14 working days of delivery.
- Refunds will only be made against the original credit/debit card used. We do not

guarantee cash back for any of the our Euphrates products that are purchased.

- Until such goods are returned to us, you are obliged to exercise all reasonable care to store the cancelled goods safely and in appropriate conditions.
- Please Note: We cannot accept returned goods that we reasonably believe have been used. In such circumstances, we will notify you that no refund will be available and you will be responsible for arranging for such goods to be returned to you within 28 days of our notification.
- As a Customer, you are entitled to apply for a refund if you believe products delivered are unsuitable (as stated in Clause 10), or if you decide to invoke a cooling-off period (as stated in Clause 5).
- In either cases, you need to communicate to us in writing via email to customerservice@euphrates.co.za, with reasons as to why you believe the products are unsuitable, or to notify us of your intent to exercise a cooling-off period.
- Processing of a refund claim will only take place once Euphrates On Line has received the returned goods and been able to inspect the products.
- If you claim that our products are defective, our technicians will examine the products for defects. They will report to us whether the products were defective, were misused or are of good quality.
- If you claim that our products 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 products were unsuitable for your specific purpose or not. If you returned the products within the seven day cooling-off period and our technician reports that the products 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 replace or refund the price of the products (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 the products were returned outside the seven day cooling-off period, or our technician reports that the products 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 replace or refund the products. Our customer services department may tell you that they do not believe you have a claim, for example because the warranty period of the products has expired. In this case we may refuse to replace products, or refuse to pay a refund. If you choose for us to replace the products 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 products. 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 the Credit Card account used to process the purchase, within 30 days of cancellation.

15. Damaged items

• When your order arrives, please inspect the bag for any damage that may have occurred during shipment. It is normal for the shipping bag to show some wear, however, if damage occurred to the item(s) in your shipment, please contact us immediately at 012 772 7877. Please provide the order number along with your email address and phone number for fastest service. To assure prompt resolution, please retain the shipping bag, packing materials and the damaged items for inspection by the carrier.

16. **Dispute resolution**

• If we do not accept that we supplied defective or unsuitable products, and our customer services department has not been able to help, any customer may still take the matter up with a suitable 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.

17. Our customer services department contact details

• Our customers can contact our service department as follows:

Telephone number: 012 772 7877

Email Address: customerservice@euphrates.co.za

Office hours: 09:00 to 17:00 on business days, excl Public Holidays

RETURNS FORM

Need to make an exchange or return? Complete the below form and return with your	product	within 14 days of delivery.		
Name:				
Address:				
Suburb:				
Postcode:				
State:				
Telephone Number:				
Please refer to your delivery Note to complete	this sect	tion		
Order Number:				
PRODUCT NAME	QTY	REFUND/EXCHANGE	REASON CODE	
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Exchange details

If you have indicated 'exchange' above, please list the product you would like us to replace your item with below.

PRODUCT NAME	SIZE	QTY

R	ea	IS	OI	n (C	0	d	е	S

- Faulty/Damaged
 Poor quality
- 3. Sent incorrect item
- 4. Arrived too late
- 5. Incorrectly ordered
- 6. Wrong skin type

Items must be in their original condition. To view our full returns and exchanges policy, please visit www.euphrates.co.za Or contact Euphrates Customer Service at 012 772 7877 (Monday - Friday 9am - 5pm).