

Returns Policy

1. Introduction:

1.1 This Returns Policy:

1.1.1 applies to Registered Users who have purchased Goods through the Electech Power Solutions (Pty) Ltd (“Electech Power Solutions”) Website and who have active online store accounts with Electech Power Solutions;

1.1.2 forms part of the Electech Power Solutions [Website Terms and Conditions](#) (“the Terms and Conditions”) and accordingly words defined in the Terms and Conditions shall have the same meaning in this Policy, unless the context indicates otherwise;

1.2 Goods sold on the Website generally carry the applicable supplier or manufacturers warranties (if any). In circumstances where the Goods are not manufactured by Electech Power Solutions, Electech Power Solutions’ liability shall in no circumstances extend beyond any corresponding liability of the manufacturer or supplier of such Goods to Electech Power Solutions.

1.3 Subject to the provisions of the Consumer Protection Act, 68 of 2008 (“CPA”) and / or any other applicable law, all Goods sold to the User shall be regarded as having been sold as is, without warranty against latent defects;

1.4 The lifespan of Goods sold by Electech Power Solutions, which is indicated on Electech Power Solutions’ packaging from time to time, is an approximate estimate only and the warranty period relating to such Goods shall be the applicable period for the purposes of any claim by the User.

1.5 The User shall be entitled to return Goods to Electech Power Solutions where it is legally entitled to do so under the provisions of the Consumer Protection Act, 68 of 2008 (“CPA”) or the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”).

1.6 If a refund has been authorised and processed, kindly allow up to 30 days for the money to reflect in your bank account.

2. Your Right to Return Goods in terms of ECTA

2.1 In terms of section 44 of ECTA you have the right to cancel any electronic transaction for the supply of Goods within seven days after the date of receipt of the Goods and to obtain a full refund for those Goods within 30 days of the date of cancellation.

2.2 Where the Goods have already been delivered to you, you will be liable for the direct cost of returning the goods to us (which cost shall include a handling fee of up to 25%).



2.3 In order to obtain a refund, subject to any set-off in terms of 2.2 above, you are required to:

2.3.1 provide Electech Power Solutions, within 7 days of receiving the Goods , with your written notice of cancellation through the Website's [Returns page](#) ;

2.3.2 return the Goods to Electech Power Solutions, at your own cost. In the event that Electech Power Solutions arranges for the return of the Goods, the cost of such return, together with the handling charge, shall be set off by Electech Power Solutions against the refund of the purchase price;

2.3.3 ensure that the Goods returned are new, unused, in their original packaging, undamaged and in a saleable condition.

2.4 Electech Power Solutions reserves its right to refuse to accept the return of Goods if any of the conditions which are set out in 2.3 above are not complied with by the User.

3. Your right to return Goods in terms of the CPA

3.1 In terms of the CPA, all Goods sold to Consumers (as defined in the CPA) shall carry a 6 month warranty against defects.

3.2 Accordingly, in the event that Goods which are sold to Users (who are "Consumers" for the purposes of the CPA) are found to be defective within 6 months from the date of delivery of the Goods to the User [or within such longer period as may apply in terms of an extended supplier warranty relating to the Good (if any)], the User shall be entitled to return the Goods to Electech Power Solutions and to demand the repair of the Goods or the replacement of the Goods or a refund on the condition that:

3.2.1 the User informs Electech Power Solutions of the defect, through the Website's [Returns page](#), as soon as reasonably possible after the User becomes aware of the defect, but in any event **within 6 months** after delivery / collection of the Goods (except in the case of an extended supplier warranty, which is set out below);

3.2.2 the User, at its own expense, returns the Goods to Electech Power Solutions within the warranty period together with **all accessories and parts** that were sold with the defective item;

3.2.3 Electech Power Solutions is afforded the opportunity to inspect and / or test the Goods so as to validate the return. If it is determined that:

3.2.3.1 the Goods are indeed defective, Electech Power Solutions shall, inter alia, refund the User the delivery charges incurred for the return of the Goods;

3.2.3.2 the returned Goods are not defective, then a handling fee will be charged by Electech Power Solutions. Users will be notified of the aforesaid and asked how they want the Goods returned to them in this instance. On the day the User is notified, he/she will have fourteen days to inform Electech Power Solutions how they want the Goods returned to them. In the event of the User not reverting to Electech Power Solutions within the fourteen days, Electech Power Solutions shall dispose of the Goods and no credit will be issued.

3.3 The following shall not be regarded as "defects" in the Goods:

3.3.1 Faults resulting from normal wear and tear;



3.3.2 damage arising from negligence, user abuse or incorrect usage of the Goods;

3.3.3 damage arising from electrical surges or sea air corrosion;

3.3.4 damage arising from a failure to adequately care for the Goods;

3.3.5 damage arising from unauthorized alterations to the Goods; and

3.3.6 where the specifications of the Goods, although accurately described on the Website and generally fit for its intended purpose, does not suit you.

3.4 Where there is no extended supplier warranty period, Electech Power Solutions shall not agree to returns that fall outside of the 6 month period.

3.5 Extended Supplier Warranty (stipulated on product page)

3.5.1 Goods may have a supplier warranty that extends beyond the 6 month Standard Warranty. If such Goods are found to be defective more than 6 months after delivery / collection, the User shall notify Electech Power Solutions, through the Website's [Returns page](#), as soon as reasonably possible after the User becomes aware of the defect, but in any event **within the extended supplier warranty period** after delivery / collection of the Goods.

3.5.2 Electech Power Solutions shall then facilitate your return of the Goods to the supplier at no charge. Unfortunately Electech Power Solutions cannot facilitate returns that fall outside of the extended supplier warranty period.

3.5.3 Please note that any extended supplier warranty is subject to whatever terms and conditions the supplier or manufacturer may impose. These are usually stated in a brochure or leaflet inside or on the product packaging. It is your responsibility to make yourself aware of any such terms and conditions.

3.5.4 It is also important to note that it will be in the supplier or manufacturer's discretion what remedy it can offer you. **Electech Power Solutions is under no obligation to provide you with a credit, repair / replacement, as your remedy lies with the supplier or manufacturer.**

4. Vouchers & Coupons

4.1 Where you have used a Coupon to purchase Goods that you later return for a refund in accordance with this Policy, we will provide you with a replacement Coupon and will credit your account for that portion of the purchase price which you paid via one of our other payment methods (or refund you if that is your preference).

4.2 However, wherever you have used a Voucher to purchase Goods that you later return for a refund in accordance with this Policy, we cannot refund you in cash for that portion of the purchase price which you paid using the Voucher, but we will credit your account.

5. Incorrect Goods delivered

5.1 **The onus rests on the User to ensure that the Goods ordered are appropriate for their intended use and / or purpose.**

5.2 In the event that incorrect Goods are delivered to the User (ie: Goods that were **not** ordered by the User), the User shall immediately notify Electech Power Solutions ,



through the Website's [Returns page](#) of the error. The User shall not remove the Goods from their packaging or use the Goods in any way.

5.3 Electech Power Solutions shall arrange the collection of the incorrectly supplied Goods from the User and shall deliver the correct Goods (as initially ordered by the User) to the User as quickly as possible.

5.4 Under no circumstances shall Electech Power Solutions be held liable for any damages, of any nature whatsoever, due to late or delayed deliveries of the Goods ordered by the User.

6. Goods damaged on delivery

Should Goods be damaged or missing any parts or accessories at the time of delivery / collection, the User must **please notify** Electech Power Solutions, through the Website's [Returns page](#), **within 2 days** of such delivery / collection. Electech Power Solutions shall arrange to collect the Goods from the User at no charge. Once Electech Power Solutions has inspected the Goods and validated the return, Electech Power Solutions shall, at the User's discretion, repair / replace the Goods as soon as possible (if such repair / replacement is possible) or credit the User's account with the purchase price of the Goods (or refund the User if that is the User's preference).