



ONLINE STORE AND WEBSITE TERMS AND CONDITIONS

1. Use of this website

- 1.1. The content of this website is owned by or licensed to A5 Group Holdings (PTY) Limited (A5 Group Holdings) and/or any of its subsidiaries, including, but not limited to, A5 Cash & Carry and Mr Big Deal.
- 1.2. Access to and use of this website is subject to these Terms and Conditions, (as may be amended) and all applicable laws.
- 1.3. You may only make use of the website for the following specific purposes:
 - 1.3.1. to browse through the content of this website;
 - 1.3.2. to view and purchase products as offered by A5 Group Holdings and any of its subsidiaries; and
 - 1.3.3. To correspond with A5 Group Holdings or any of its subsidiaries.
- 1.4. Your continued use of this website shall constitute acceptance of the Terms and Conditions.
- 1.5. You may *not* copy, reproduce, modify, distribute, republish, display, post or transmit any part of the website, without the written consent of A5 Group Holdings. You may view or print individual pages for your own personal, non-commercial use, and at all times uphold all copyright/trademarks and acknowledge A5 Group Holdings proprietary rights.



2. Intellectual Property Rights

- 2.1. All Proprietary rights (including, but not limited to, the trademarks, copyright, intellectual property and patent rights) in this Website, and the content thereof belong to A5 Group Holdings at all time.
- 2.2. The content you may submit to this computer system will remain your property, however, you hereby grant A5 Group Holdings an irrevocable, perpetual, worldwide, transferable, sub-licensable and royalty-free license to use such content, free from any restriction, but in accordance with all legislation and regulation and on the basis as if A5 Group Holdings were the owners thereof.
- 2.3. To obtain permission for the commercial use of any content on this site or should you require any further information contact A5 Group Holdings on the email address provided on the website.

3. Content

- 3.1. A5 Group Holdings make no representations or warranties of any kind, express or implied, as to the operation of this website and the content, unless specified herein or on the website expressly. You expressly agree that you use this website at your own risk.
- 3.2. A5 Group Holdings make no representations or warranties about the suitability or correctness of the content that is included on or otherwise made available to you through the website, or about the soundness, completeness and accuracy of any of the content. Accordingly, you agree that you will not hold A5 Group Holdings liable for any claim of whatsoever nature, including, lawsuits, legal proceedings, damage, costs, interest, special, incidental, consequential or indirect damages, including damages for loss of profits, loss of business or downtime, arising out of



or relating to your use of the website or any content that you access on the Website.

3.3. The website may contain certain images or links to third party websites, which are not under our control, nor are they maintained by A5 Group Holdings. A5 Group Holdings will not be liable for any loss or damage suffered by you as a result of using the links provided on the website.

4. **Limitation of Liability**

4.1. This website should only be used for information purposes.

4.2. A5 Group Holdings does not warrant that the Website, Content, our servers and/or any electronic communications sent by, or from us, are free from viruses or other harmful components, and nor shall A5 Group Holdings or any of its subsidiaries be liable for any damage arising from such a virus or harmful component.

4.3. A5 Group Holdings will not be liable for any damage of any kind arising from your use of the Website, or from any Content, including, but not limited to, direct, incidental and/or consequential damage, unless otherwise specified in writing.

4.4. You will be responsible for damages of any kind should you use the website in breach of these Terms.



5. Privacy Policy

- 5.1. A5 Group Holdings is committed to protecting your personal information. Your personal information refers to any information that can be used to identify you as an individual, and includes your name, identity number, contact details and bank account information.
- 5.2. By giving A5 Group Holdings your personal information, you consent to the use of it in order for A5 Group Holdings to monitor their services provided to you, to improve those services and personalise your use of their services. A5 Group Holdings may also use such information to inform you about changes in the services that they offer and/or about features they may think you would find of interest. A5 Group Holdings also permit the affiliated entities and subsidiaries in their company group to inform you about products or services they offer that might interest you.
- 5.3. A5 Group Holdings may monitor and keep records of any visits to the website and/or communication that you may send to, or receive from the website and may use, publish and disclose such communications for any lawful purpose.
- 5.4. If you have provided A5 Group Holdings with your credit card details, A5 Group Holdings will use all its reasonable endeavours to encrypt such information, and take all reasonable steps to prevent the unauthorised access and use of such information.
- 5.5. Your credit card details will not be disclosed to any third parties, unless obligated to do so for any lawful purpose.
- 5.6. "Cookies" are small pieces of information that are stored on your computer's hard drive by your browser. A5 Group Holdings may use cookies in future to enable us to personalise your visits to our website and simplify your order process.



- 5.7. Please note that you will require the 'cookies' on your browser to be enabled in order to use these services and for the website to function correctly.

6. **Agreement of Sale**

- 6.1. An agreement of an online sale will only come into effect once you have electronically submitted a correctly completed order, for one or more products, and payment is either authorised, or received by A5 Group Holdings and reflects in A5 Group Holdings bank account.

7. **Changes to the Website and/or the Terms**

- 7.1. A5 Group Holdings reserve the right, without notice and in their sole and absolute discretion, to make changes to the website and/or these terms. It is your responsibility to review these terms on each occasion prior making use of A5 Group Holdings services. If you continue to use this systems and services after the amended terms of use has been published, it shall constitute an acceptance of the amended terms of use.

8. **Governing Law and Jurisdiction**

- 8.1. This Website is hosted, controlled and operated within the Republic of South Africa, and is therefore governed by South African laws.

9. **Security**

- 9.1. Any person that delivers or attempts to deliver any damaging code to the website, or attempts to gain unauthorised access to any page on the website shall be prosecuted and damages shall be claimed in the event that A5 Group Holdings suffers any damage or loss as a result of such conduct.



9.2. You agree and warrant that your log-in name and password shall be used for your personal use only and never be disclosed to any third party. Any losses incurred due to transactions occurring by anyone using your log-in details shall be your responsibility only and A5 Group Holdings shall bear no responsibility in any way arising from such conduct.

10. **Disputes**

10.1. Save for urgent or interim relief, which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and A5 Group Holdings on any matter provided for in, or arising out of these Terms and Conditions, and not resolved through the Customer Relations Department of A5 Group Holdings, then such dispute shall be submitted to private arbitration in terms of the Expedited Rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Durban in English.

11. **Domicilium**

11.1. A5 Group Holdings chooses as its *domicilium citandi et executandi* for all purposes under these T&C, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the following address:

108 Victoria Street, Durban, Kwazulu-Natal.

12. **Disclaimer**

12.1. A5 Group Holdings are in no way responsible or liable for any loss, liability, damage (whether direct, indirect, special or consequential) or expense of any nature whatsoever, which may be suffered as a result of, or which may be attributable, directly or indirectly, to the use of, or reliance upon any information, links or service



provided through the website, or any actions and/or liability for consequential or incidental damages.

12.2. A5 Group Holdings will not be responsible for any interruption, delayed or failed transmission, loss of programs or other data, storage or delivery of information, resulting from whatsoever cause.

12.3. All information appearing on the website is provided without any representations or warranties whatsoever, whether express or implied.

12.4. The information contained on the website provides general information on particular subjects and is not an exhaustive treatment of such subjects.

12.5. Prices, specials and promotions displayed on the website are exclusive to the website will be marked as such and do not apply in-store unless stipulated. Specific in-store prices, specials and promotions do not always apply to this website unless stipulated. Images are for illustrative purposes only.

13. **Return Policy**

13.1. A5 Group Holdings strives to provide the best possible service to its customers and has put the appropriate measures in place to ensure all its staff and suppliers are fully aware of and comply with the Consumer Protection Act. We are committed to operate our business in terms of the requirements of the Consumer Protection Act and our returns policy is aligned therewith.

13.2. A5 Group Holdings' quality assurance:

13.2.1. A5 Group Holdings only stocks quality goods. We are confident that you will be satisfied with every purchase you make, but should you experience any problems or concern, please refer to the options listed below. We are committed to operate our business in terms of the Consumer Protection Act and all policies are subject to the applicable law.



13.3. 14 day exchange or refund policy

13.3.1. We will refund or exchange most goods if you return them within 14 days of purchase. However, the goods must still be in their original condition and packaging, and you may not have used them at all i.e. the security seal or shrink wrap is intact (if applicable) and unused. We will exchange or refund products provided there is a valid proof of purchase.

13.3.2. Certain items excluded from the 14-day exchange or refund policy;

13.3.3. General

- For hygiene purposes, A5 Group Holdings will not allow returns on, including, but not limited to, any face masks, earrings, cosmetics, roll-on, face creams, jewellery.
- In the event of A5 Group Holdings agreeing to accept returned goods, a 20% handling may be levied.
- Goods which are sold as "clearance sale items", damaged, defective, used or repaired, where we disclosed these facts to you before you bought the goods

13.3.4. Any goods that are defective are to be returned within 7 days of delivery and in the case of calculators, within the first 6 months after you received them from us, in order for same to be either repaired or replaced, alternatively give you a refund. Please note that it may not be possible to determine in-store whether goods have been damaged or what the cause of a failure or defect may be. This is of importance as it determines whether the goods may be repaired, replaced or refunded. Accordingly, we reserve the right to refer returned goods for technical assessment by the manufacturer or authorised service centre prior to repairing, replacing or refunding and to provide you with feedback within 14 days of receipt of the returned goods and to act accordingly. We may arrange for the assessment to take place at your home where applicable.



13.3.5. Repair, replacement or a refund will only apply to defects in the process of manufacturing the goods and will not apply in instances, including, but not limited to, the following instances:

- 13.3.5.1. Damage caused by external factors but not limited to lightning, power surges, fire or water damage;
- 13.3.5.2. Damage caused by misuse or abuse to the goods;
- 13.3.5.3. Goods used for a purpose other than the purpose for which they were manufactured;
- 13.3.5.4. Goods used contrary to their instruction manuals;
- 13.3.5.5. Accidental damage;

Refunds

13.3.6. Should it be necessary for you to receive a refund, the refund will be in the same manner in which you paid A5 Group Holdings, once we have accepted a return and approved a refund, you will receive the refund in one of the following ways:

- 13.3.7. Electronic transfer directly into your account (allow at least 10 working days from date of receipt of the returned items, alternatively from date of a refund being approved)
- 13.3.8. Cash (if the original payment was made in cash)
- 13.3.9. Credit card (by reversal back to your credit card/debit card and subject to banking delays)



14. **Delivery Policy**

- 14.1. A5 Group Holdings undertakes to do everything possible to ensure the secure and timeous delivery of all your purchases within 7 – 10 business days from date of payment being received by A5 Group Holdings.
- 14.2. All deliveries are only to addresses within the Republic of South Africa.
- 14.3. Please check your order, contact and address details carefully before you submit it as changes cannot be made once you have received confirmation of your order.
- 14.4. All orders will be delivered during normal working hours (between 08h30 and 17h00) on week days only, and will be delivered in due course. Please ensure that there is somebody available at the premises to receive the order. The cost of the delivery will be as displayed on the website at the time of making your purchase. This may vary from time to time and may change without notice.
 - 14.4.1. Proof of identity of the person signing for the parcel will be required (valid proof of identity will constitute an Identity Document book or a driver's license).
 - 14.4.2. The identity number of the person receiving your parcel will be noted on the Delivery Note by the courier/A5 Group Holdings representative, and you will receive a copy of the signed and completed Delivery Note and a Tax Invoice for your records.
 - 14.4.3. Please ensure that the A5 Group Holdings sealing tape securing your parcel is unbroken and the parcel is undamaged.
 - 14.4.4. In the unlikely event that any product/s is found to be missing thereafter, A5 Group Holdings will not accept responsibility for said product/s; or
 - 14.4.5. You may request the courier/A5 Group Holdings representative to return the parcel, clearly stating the reasons as to why on the Delivery Note. Thereafter, you will be contacted by a A5 Group Holdings representative in due course.



14.4.6. A5 Group Holdings makes every effort to ensure that the information displayed on our website is up to date and accurate at all times. However, should an ordered item be out of stock, or any other delay in delivery will occur, every effort will be made to contact and inform you of same and, if necessary, make alternative arrangements, including a refund of the amount paid in respect of the item.

15. **Payment Options**

- 15.1. You may make payment of your order charges, as well as the delivery fees (as applicable), online by providing A5 Group Holdings with your credit/debit card details.
- 15.2. Kindly note that A5 Group Holdings accepts the following payment methods:
Visa; Visa Debit; and
MasterCard; MasterCard Debit
- 15.3. If A5 Group Holdings are unable to successfully process your credit or debit card payment for your order or do not receive an EFT payment of the full amount in time, your order may be cancelled. Every effort will be made to notify you before the order are cancelled.
- 15.4. You authorise A5 Group Holdings to debit the amount that is payable for an accepted order from your nominated credit/debit card to pay for the charges and fees (as applicable).
- 15.5. You will be provided with a receipt/invoice at time of delivery or collection (as applicable) which specifies the total fees and charges for the Products in the order.



16. **Special Limitations**

16.1. Reams of paper purchases are limited to 5 reams per order due to the weight and cost of shipping paper. To order more than 5 reams, a separate, special order would need to be placed.

17. **Cancellation of/changes to this Policy**

17.1. A5 Group Holdings reserves the right to cancel or alter any of the above ter, at its sole discretion, from time to time.

17.2. It is your responsibility to frequent yourself with our policies on each occasion prior to making use of our services.