



This document contains the agreement between you and Sentraal-Suid Co-operative (SSK). Please read the terms carefully as they are binding.

1 CUSTOMER SERVICES

If you do not understand these terms or if you are not satisfied with the quality of the product purchased from SSK please contact SSK via email: info@ssk.co.za or the Customer Care Department on 044 - 6011 200.

2 PAYMENT TERMS

- 2.1 All purchases must be paid in cash, unless you have concluded a credit agreement with SSK.
- 2.2 If you have purchased the product on credit, the product will remain SSK property until you have made payment in full.
- 2.3 The price of the product does not include transport, unless you have made another arrangement with SSK.

3 DELIVERY

- 3.1 SSK will arrange for the delivery of the product at your request.

4 We will not accept liability for damage to or loss of the product while it is being transported regardless of whether SSK is delivering the product or whether SSK has arranged for a third party to do so.

5 WARRANTY OF QUALITY

- 5.1 In terms of the Consumer Protection Act 68 of 2008 (the CPA) SSK is obliged to distinguish between buyers who are protected by the CPA and those who are not. If you are an individual, or if you represent a legal entity with an annual turnover or gross asset value of less than R2 million you are a consumer which means that you are protected by the CPA.

5.2 Consumers

5.2.1 If you are a consumer you are entitled to receive products which are of a good quality, are useable and durable for a reasonable period of time, are fit for the purpose for which those products are normally intended and are safe and free of any defects (sections 55, 56 and 61). If you feel that you have not received products which conform to this standard you should contact SSK.

5.2.2 This warranty of quality is valid for a maximum period of 6 months. But if you bought a product which is not intended to last that long, SSK only warrants that it will be useable and durable for a reasonable period.

5.2.3 This warranty is in addition to any other warranty which might be given in writing in respect of a particular product (an express warranty) by the manufacturer. Claims in terms of an express warranty must be directed to the manufacturer in question.

5.2.4 Unfortunately SSK cannot accept any liability for any claims or returns (including any claims for consequential loss) which fall outside of the CPA or any express warranty except for the rights listed in paragraph 5 below.

5.3 Large legal entities

5.3.1 If you are representing a legal entity with an annual turnover or gross asset value of more than R2 million you are not a consumer and you will not be entitled to return any goods purchased from SSK for any reason whatsoever except to the extent allowed in paragraph 5 below.

5.3.2 You must inspect the goods and make sure that they are intended for the purpose for which you need them before taking delivery.

5.3.3 SSK will not be liable for any damage or loss (including consequential loss) which you may suffer as a result of a defective product, the improper use of any product or if the product is not suitable for the purpose for which you bought it EXCEPT if you qualify for and prove a claim in terms of the Consumer Protection Act 68 of 2008.

6 RETURNS POLICY

- 6.1 SSK may refer you to the manufacturer if you are returning the product in terms of a warranty from the manufacturer.
- 6.2 SSK extend a general right to return goods within 10 days of purchase to all customers if the product is still in a saleable condition. In other words, the product must be in the same condition in which it was when it was sold to you. SSK will charge a 10% handling fee should you exercise this right. SSK will not accept returns without the original invoice.
- 6.3 Consumers who informed SSK in writing that the goods are being purchased for a specific purpose can return the goods within 10 days if the goods are not fit for that purpose.
- 6.4 SSK will not accept returns of the following goods:
- veterinary products that are maintained by the “cold chain”,
 - seed,
 - special order goods,
 - goods which may not be returned for public health and safety reasons or
 - goods which have been physically altered.
- 6.5 No returns will be accepted if you have not followed instructions for use and heeded warnings on the labelling.

7 HAZARDOUS GOODS AND INSTRUCTIONS FOR USE

- 7.1 Some of SSK’s products are hazardous by their very nature or have complex specifications
- 7.2 You must take care to use and store the product according to the manufacturer’s specifications and instructions for use.

- 7.3 You should obtain expert advice if you do not understand the manufacturer's specifications or instructions for use or if you intend to use the product for a very specific purpose or a purpose for which it is not ordinarily used.

8 WARRANTY ON REPAIRED GOODS

All repairs are warranted for a period of three months after installation, except for ordinary wear and tear or for damage caused by the misuse of the repaired product.