

## Return and Warranty Policy

### Returns Policy

#### 1.1. Return of unused Goods

1.1.1. The Customer may return unused Goods to CaterMarket in exchange for credit (and/or refund if requested) subject to 1.1.4 to 1.1.7, provided the Goods are:

1.1.1.1. Unused;

1.1.1.2. Enclosed in its original packaging complete with relevant manuals, warranty cards, spare parts and any other accessories provided in the packaging; and

1.1.1.3. Accompanied with CaterMarket's Invoice or copy thereof.

1.1.2. Should the Customer wish to return the unused Goods, the Customer must notify CaterMarket thereof, in writing, within 14 (fourteen) Business Days from date of Invoice.

1.1.3. The Customer is responsible for the costs associated with the return of the unused Goods to CaterMarket's warehouse.

1.1.4. CaterMarket reserves the right to impose a 11% Handling Fee on the invoiced value of the returned unused Goods.

1.1.5. CaterMarket shall inspect all returned unused Goods and may, in its sole and unfettered, discretion elect whether or not the Customer will be credited for the unused Goods (i.e. issue a credit note).

1.1.6. CaterMarket may refuse to credit the Customer's account for returned unused Goods if:

1.1.6.1. The returned unused Goods do not comply with clauses 1.1.1.1, 1.1.1.2 and 1.1.1.3;

1.1.6.2. The unused Goods are affixed with counterfeited labels or labels that have been tampered with;

1.1.6.3. The standard certification labels have been removed from the unused Goods;

1.1.6.4. The unused Goods have been modified, personalised and/or customised;

1.1.6.5. The serial number/s on the returned unused Goods do not match the serial numbers reflected on the packaging and/or Invoice.

1.1.6.6. Electrical and gas parts and components are non-returnable after purchase.

#### 1.2. Return of damaged and/or defective Goods

1.2.1. Goods which are damaged and/or defective may be returned by the Customer to CaterMarket for credit and/or a replacement, subject to the clauses below:

1.2.1.1. The damage must have occurred prior to delivery of the Goods;

1.2.1.2. The Customer is required to provide written notice to CaterMarket notifying CaterMarket that the Goods are damaged and/or defective Within 24 (twenty-four) hours of delivery;

1.2.1.3. The damaged and/or defective Goods must be returned to CaterMarket's warehouse within 48 (forty-eight) hours after notifying CaterMarket;

1.2.2. CaterMarket shall inspect all returned Goods and may in its sole and unfettered discretion determine whether or not to credit the Customer or replace the Goods.

1.2.3. In order to justify the return of the Goods, the Goods must be materially defective excluding minor scratches, dents, marks or defects which do not affect the usage and/or enjoyment of the Goods.

## **Warranty Policy**

2.1. When does the warranty apply?

2.1.1. CaterMarket offers a 1 (one) year warranty on all electrical and gas Goods from the date of sale by Catermarket to the Customer.

2.1.2. The warranty covers all parts, labour and travelling costs within a 20km radius from CaterMarket's warehouses listed in clause 4.3.1

2.1.2.1. Warranty repairs in an Outlying Area shall be subject to a travelling charge per kilometre as determined by CaterMarket and charged to the Customer.

2.1.3. For the warranty to apply, the Goods must be installed by a qualified technician registered with an accredited gas or electrical body.

2.1.4. The Customer must, for the warranty to apply, take due care and attention in the installation, use and maintenance of the Goods.

2.1.5. Warranty terms relevant to gas components and parts ("Gas Goods"):

2.1.5.1. Gas Goods must be installed by a registered LPGSA gas installer;

2.1.5.2. Gas lines, gas pipes or hoses used to connect any gas Goods must be installed by an LPGSA certified installer;

2.1.5.3. Gas cylinders with a minimum capacity of 19kg must be used;

2.1.5.4. Gas Goods must be fitted with 2,8 kPa LPG gas regulator complying with SANS 1237

2.1.5.5. It is the Customer's responsibility to ensure that all gas Goods have the correct jets fitted for the Customer's gas supply (either LPG or Natural Gas).

2.1.5.5.1. Customers must notify CaterMarket, in writing, of the gas specifications to ensure the correct jets are fitted prior to delivery.

2.1.5.5.2. It is the Customer's responsibility to verify the BTU ratings on all Gas Goods when calculating the correct volume of gas needed to operate the Gas Goods in an efficient manner.

2.1.5.6. CaterMarket does not accept any responsibility for any damage to Gas Goods due to the Customer's failure to abide by clause 7.1.1.

2.1.5.7. CaterMarket reserves the right to charge a 20% Handling Fee on the invoiced value of the Gas Goods returned by the Customer.

2.1.6. Warranty terms relevant to carry-on/countertop Goods:

2.1.6.1. CaterMarket offers a 1 (one) year warranty on all carry-on/countertop Goods from the date of sale by CaterMarket to the Customer.

2.1.6.2. These Goods do not require professional installation;

2.1.6.3. The Goods must be taken, at the Customer's cost, CaterMarket's nearest service centre and/or accredited repair agent;

2.1.6.4. Repairs cannot be claimed under the warranty if the damage to the Goods and/or failure thereof was caused by any of the factors listed in 2.4.1.1 to 2.4.1.11 infra.

2.2. Early termination of the warranty:

2.2.1. The warranty shall terminate early if:

2.2.1.1. The Goods are installed or repaired by a third-party and/or non-authorized technician;

2.2.1.2. The Goods' power supply cable is cut or lengthened;

2.2.1.3. The Goods' electrical connections are not installed in accordance with the supplied installation manual;

2.2.1.4. The Goods are not fitted with a surge protection plug;

2.2.1.4.1. The surge protection plug will be supplied by CaterMarket and charged to the Customer.

2.2.1.4.2. Should the Customer decline the cost of the surge protection plug, the warranty on the Goods shall be null and void.

2.2.1.5. In-Line water filters ("softeners") must be installed in Combi Steam Ovens, Dishwashers and Ice Machines;

2.2.1.6. Where Goods are exported beyond the borders of South Africa, there shall be no warranty. However, CaterMarket shall, in its discretion, supply parts in respect of Goods which have been exported within 1 (one) year from date of sale by Catermarket to the Customer.

2.3. Goods and/or parts excluded from the warranty:

2.3.1. The Goods and/or parts specifically excluded under the warranty include:

2.3.1.1. PC Boards, motors, elements, contactors etc. damage or failure not caused by normal parts failure;

2.3.1.2. Wearing parts including blades, bearings, gears, belts, bushes, door seals, globes, fluorescent tubes, cutting units, clutches, fuses;

2.3.1.3. Rusted or corroded plates, grates and vitreous enamelware;

2.4. Repairs excluded from the warranty:

2.4.1. Repairs cannot be claimed under the warranty if the damage to the Goods and/or failure thereof was caused by the Customer's:

2.4.1.1. Use/conduct;

2.4.1.2. Failure to abide by operating instructions;

2.4.1.3. Improper use, manipulation or abuse of the Goods;

2.4.1.4. Incorrect and/or irregular power supply to the Goods;

2.4.1.5. Incorrect installation of the Goods;

2.4.1.6. Inadequate water supply, poor water pressure and/or poor water quality;

2.4.1.7. Insufficient cleaning;

2.4.1.8. Use of incorrect cleaning chemicals;

2.4.1.9. Insufficient ventilation around the Goods;

2.4.1.10. Unqualified repairs and/or modifications by unauthorised technicians;

2.4.1.11. Any other external factor.

2.5. Warranty process:

2.5.1. In order to claim in terms of the warranty:

2.5.1.1. The Customer must do an initial inspection of the faulty Goods to determine if the fault qualifies as a warranty repair.

2.5.1.2. The Customer shall log a call with CaterMarket and obtain a Reference Number.

2.5.1.3. Once a call has been logged, CaterMarket shall either send a dedicated technician ("the technician") or assist telephonically, except for countertop Goods which are provided for in terms of clause 2.1.2.

2.5.1.4. All warranty claims require a copy of the original Invoice, model and serial number to be provided.

2.5.1.5. The Customer shall, prior to the technician being dispatched, e-mail a copy of the signed Invoice to CaterMarket's relevant service centre:

2.5.1.5.1. Johannesburg - jhbworkshop@catermarket.co.za;

2.5.1.5.2. Cape Town – Workshopcpt@catermarket.co.za;

2.5.1.5.3. Ballito – kznworkshop@catermarket.co.za;

2.5.1.6. Whether the damage, fault or failure falls under the warranty shall be in CaterMarket's sole and unfettered discretion. CaterMarket shall handle all warranty claims objectively, fairly and reasonably.

2.5.1.7. Should the technician be called out for a repair that is not covered by the warranty, the Customer shall be charged at the standard call out fee and labour rate which shall be determined from time to time by CaterMarket.

2.5.1.7.1. Saturday callouts shall be charged at 1.1 x the standard labour rate.

2.5.1.7.2. Sunday and/or Public Holiday callouts shall be charged at 2 x the standard labour rate.

2.5.1.8. Following a warranty call out of a technician, the Customer will be liable for the cost of the callout and labour in the following circumstances:

2.5.1.8.1. The technician arrives on site but due to lack of power, gas, water etc. the technician is unable to assess and repair the Goods;

2.5.1.8.2. The technician finds no faults on the Goods, and find that the fault is due to e.g. incorrect gas supply, insufficient water pressure etc.

2.5.1.8.3. The technician is denied access to the faulty Goods;

2.5.1.8.4. Where it is established that the damage, fault or failure is attributable to incorrect use and/or application.

2.5.2. Any Goods that require cleaning in order to execute the repairs will be cleaned and charged to the Customer (whether under warranty or not).

2.5.3. CaterMarket shall endeavour to have all repairs completed within 48 hours after approval thereof, however, CaterMarket shall not be held responsible for delays due to factors including but not limited to the availability of parts, availability of technicians or any other external factors beyond CaterMarket's control.

2.5.4. CaterMarket cannot be held liable for any loss of income or other harm suffered by the Customer due to the delay in repairing the Goods.

2.6. Warranty on replaced Gas and Electrical parts/repairs made to Goods:

2.6.1. Replaced parts and/or repairs made to Goods carry a 3 (three) months warranty.

2.6.2. When Goods are replaced under warranty, the new Good's warranty shall follow the warranty period/date of the original Good's warranty.

2.7. CaterMarket shall not be held responsible for any loss of income, loss of product or other harm suffered or incurred due to the failure and/or damage of Goods.

2.8. CaterMarket shall not provide a temporary replacement and/or loan unit for Goods unavailable due to repairs.