



#### Sales Terms and Conditions:

1. Classic Paints (Pty) Ltd is committed to fair trading practices in all dealings with our consumers as well as the principles Contained in the Consumer Protection Act, Act 68 of 2008 ('CPA');
2. Classic Paints (Pty) Ltd acknowledges that consumers have certain specified rights in terms of the CPA as well as in terms of the common law in their dealings with Classic Paints (Pty) Ltd, including the rights of consumers to return products to Classic Paints (Pty) Ltd in certain specific instances;
3. In terms of S56 (read with S55) of the CPA, all products sold to a consumer are sold with an implied warranty of quality, that cannot be contracted out of or revoked. The warranty gives the consumer the right to receive products that:
  - are reasonably suitable for the purpose that they are intended to be used for,
  - are of good quality, free of defects and in good working order, and
  - will be durable and usable for a reasonable period of time;
4. Classic Paints (Pty) Ltd is committed to supply products for the intended purposes, it is therefore important for the consumer to supply the correct information to Classic Paints (Pty) Ltd in order to get the correct advice and product. Classic Paints (Pty) Ltd will not take responsibility if any information was supplied in error;
5. All the products supplied by Classic Paints (Pty) Ltd. are free of defects and in good order as only the highest quality of raw materials are used;
6. All the products supplied by Classic Paints (Pty) Ltd will be durable and usable for a reasonable period of time, provided that it was applied according to our prescriptions;
7. If products are found not to comply with these requirements then, for **up to 6 months after receiving the products**, the consumer can:
  - return the products, or
  - get the products replaced, or
  - get the products altered;
8. The consumer can do any of these things without penalty and at Classic Paints (Pty) Ltd.'s cost. However, a consumer will not be able to return the products because it was defective or not suitable for the purpose if:
  - the consumer was made aware of the specific defects (like products on special), and
  - the consumer agreed to receive the products in that condition;
9. Special ordered products and products that we no longer stock cannot be exchanged or returned (these are products that we tinted, changed, amended or procured for the consumer specifically to meet specific needs – in other words customized products and other products that Classic Paints (Pty) Ltd. does not usually stock);
10. Although there are a number of sections in the Consumer Protection Act that allow products to be returned, but it is important to note that there is no general right of return. For example, when a consumer is quoted and accepts the quote from us and pays and then finds a similar or inferior product elsewhere and they regret buying from us or spending so much money, or simply do not like the item, the consumer **cannot return** the item simply because they have had a change of mind. A change of mind **is not** a legal reason to return an item;
11. If Classic Paints (Pty) Ltd. had to determine the size of the project and quantities of product needed, it would always be an estimate. Classic Paints (Pty) Ltd. will always advise to buy less than estimated and that the consumer buys as needed;
12. Should the Client determine own quantities or supply incorrect information to Classic Paints (Pty) Ltd, leading to buy more product than needed, such products will not be exchanged or refunded;
13. Due to fraudulent activities, illegal opening of containers and the replacement of our products with water and/or inferior products, Classic Paints (Pty) Ltd. reserves the right to refuse any exchange or refunds;
14. All our products carry a manufacturer's warranty against defects
  - If the products show a defect during the first 6 (six) months after you purchased the products or the products were delivered to you, we will gladly repair or replace the products, or if you prefer a refund, we will refund you the price you paid for the products;
  - If the defect in the products was caused due to your abuse as consumer, fair wear and tear or your negligence, the warranty will no longer apply and you will not be able to return the products to us. Accordingly, you need to make sure that you use the products appropriately;
  - You will also not be able to return the products to us if you did not follow the instructions of use or guidelines in any other printed material that we provided to you in connection with the products or if you used the products for a purpose other than what it was intended to be used for;
15. If you suspect that there is a defect present in the products supplied, you must return the products to us as soon as reasonably possible after you detect the defect
  - You must immediately stop any further use of the products in order to limit the damages;
  - Classic Paints (Pty) Ltd will then investigate the matter and run the necessary tests on the products to determine the reason for the defect and will communicate their findings to you within 14 (fourteen) days after they received the products from you for testing.