

PSA DISTRIBUTIONS (PTY) LTD TERMS OF SERVICE

These Terms of Service (“Terms”) are effective as of: 10 September 2024 “Effective Date”

READ THESE TERMS CAREFULLY BEFORE BROWSING THIS WEBSITE. YOUR CONTINUED USE OF THIS WEBSITE INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THIS WEBSITE IF YOU DO NOT ACCEPT THESE TERMS. ALL SECTIONS OF THESE TERMS ARE APPLICABLE TO ALL USERS UNLESS THE SECTION EXPRESSLY STATES OTHERWISE.

Clause 1 Introduction

- 1.1 The website <https://psafrica.co.za/> (“the Website”) is operated and/or owned by PSA Distributions (Pty) Ltd (registration number: 2018/547209/07) (“PSA Distribution”, “we”, “our” or “us”). The Terms herein are entered into by and between PSA Distribution and the User. Any reference to “PSA Distribution”, “we”, “our” or “us”, shall include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and suppliers.
- 1.2 Company Information - This website is run by PSA Distribution (Pty) Ltd, a private company registered in the Republic of South Africa, registration number: 2018/547209/07.
- 1.3 These terms, including any document incorporated by reference herein, including, but not limited to the Privacy Policy (collectively, the “Terms”) apply to any User who uses any one or more of the Services, accesses, refers to, views and/or downloads any information or material made available on the Website for whatever purpose (“User”, “you” or “your”).
- 1.4 Accessing and/or use of the Website after the Effective Date will signify that you have read, understand, accept, and agree to be bound, and are bound, by the Terms, in your individual capacity and for and on behalf of any entity for whom you use the Website. Further, you represent and warrant that you have the authority to do so and that you are a Competent Person (as defined in the Protection of Personal Information Act, 4 of 2013, as amended).
- 1.5 To the extent permitted by applicable law, we may modify the Terms with prospective effect without prior notice to you, and any revisions to the Terms will take effect when posted on the Website. Such modifications will require acceptance by you prior to your continued use of the Website and shall thereby be construed as your consent to the amended or updated Terms. Your only remedy, should you not agree to these Terms, is to refuse acceptance of the amended or updated Terms, thereby preventing your use of this Website.

Clause 2 Terminology

- 2.1 **“Business Days”** shall mean any days which are not a Saturday, Sunday or gazette public holiday in the Republic of South Africa during working hours;
- 2.2 **“Cart”** shall mean the User’s Cart on the Website in which it stores intended purchases prior to payment being made;
- 2.3 **“Goods”** shall mean the products and/or services as made available to a User for purchase on the Website, and which shall include, inter alia, goods and/or services relating to the following: Safety Products: Gas Detection Instrumentation, Respiratory Protective Equipment, Alcohol Breathalyzers, Specialized Safety Equipment and more. Our products are used in various industrial sectors as well as law enforcement agencies and are aimed at providing a safer work environment for workers. PSA Distribution is a business in the Safety industry that provides, but is not limited to, the products/”goods” mentioned herein;
- 2.4 **“Party”** or **“Parties”** shall mean PSA Distribution and/or or the User as the context requires;
- 2.5 **“Personal Information”** shall mean the Personal Information as required from the User in order to register for the Services;
- 2.6 **“Registration Process”** refers to the Registration Process to be followed by a User on our Website in order to enable them to use the Services. To access certain features of the website you may be required to create and register and account. The user therefore, agrees to provide accurate and complete information during the registration process and to keep the provided information updated. The user is responsible for maintaining the confidentiality of their credentials and for all activities that occur under their account. The User is to notify PSA Distribution immediately should they suspect any unauthorized use of their account.
- 2.7 **“Services”** shall refer to the Services provided by us to the User as set out in Clause 7 below;
- 2.8 **“Terms”** shall mean these Terms of Service as read together with the Privacy Policy, which Privacy Policy may be found at https://psafrica.co.za/wp-content/uploads/2021/07/PSA.POPI_-.P8-psa-Africa-Standard-Website-Privacy-Cookies-Policy.pdf;
- 2.9 **“User”** shall mean any person who visits any page of the Website, whether by landing at the home page or any other page through use of a hyperlink of another website or by direct access to the Website and who has no intention of using, or does not use, the Services offered by us. It shall also mean any person who completes the Registration Process on the Website in order to make use of the Services or anyone who uses and/or browses the website; and
- 2.10 Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

Clause 3 REGISTRATION AND USE OF THE WEBSITE

- 3.1 Only registered Users may order Goods on the Website.
- 3.2 To register as a user, you must provide a unique username and password and provide certain information and personal details to PSA Distributions. You will need to use your unique username and password to access the Website in order to purchase Goods.
- 3.3 You agree and warrant that your username and password shall –
- 3.3.1 be used for personal use only; and
- 3.3.2 not be disclosed by you to any third party.
- 3.4 For security purposes you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.
- 3.5 You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms.
- 3.6 You agree to notify us immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
- 3.7 By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and to be liable and responsible for you and all your obligations under these Terms.
- 3.8 You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised PSA Distributions representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- 3.9 You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 3.10 You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised PSA Distributions representative.

Clause 4 Privacy and POPIA Compliance

- 4.1 Collection of Personal Information:** We collect personal information in accordance with the Protection of Personal Information Act (“POPIA”). This information may include, but is not limited to, your name, contact details, payment information, and any other information you provide when using our services.
- 4.2 Purpose of Collection:** The personal information we collect is used for the purpose of processing orders, delivering products, providing customer support, and improving our services. We will only use your information for the purposes for which it was collected, unless you consent to further use.
- 4.3 Consent:** By providing your personal information, you consent to the processing of your information in accordance with these Terms and Conditions and our Privacy Policy. You have the right to withdraw your consent at any time.
- 4.4 Data Security:** We implement appropriate technical and organizational measures to protect your personal information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. However, no method of transmission over the internet or method of electronic storage is 100% secure, and we cannot guarantee its absolute security.
- 4.5 Your Rights:** You have the right to access your personal information, request corrections, or request deletion of your information. You may also object to the processing of your personal information in certain circumstances. To exercise any of these rights, please contact us.
- 4.6 Sharing of Information**
We may share your personal information with third-party service providers who assist us in operating our website, conducting our business, or servicing you, as long as those parties agree to keep this information confidential and comply with POPIA.
- 4.7 Retention of Information:** We will retain your personal information only for as long as necessary to fulfil the purposes for which it was collected or as required by law.
- 4.8 Changes to POPIA Policy:** We reserve the right to update or change our POPIA policy at any time. Any changes will be posted on this page, and we encourage you to review this policy periodically.

Clause 5 Company Contact Details

- 5.1 Company Physical Address:** PSA Distribution (Pty) Ltd Johannesburg, Unit 25, Jan Smuts Park, Jones Road, Jet Park, Kempton Park, 1469
- 5.2 Company Email:** online@psafrica.co.za
- 5.3 Telephone:** [010 446 1088](tel:0104461088)

Clause 6 Your agreement to these Terms

6.1 Subject to, and on the basis of these Terms, we grant to you a limited, revocable, non-transferable license to access and use the Website in accordance with the various policies and agreements which may govern such use and access.

Clause 7 Description of our Services

7.1 The Website enables you to browse, shop for and purchase Goods.

Clause 8 Responsibility

8.1 PSA Distribution takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Clause 9 Pricing

9.1 With respect to items sold by PSA Distribution, we cannot confirm the price of an item until you order. If the applicable price of an item sold by PSA Distribution is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

9.2 Other merchants may follow different policies in the event of a mispriced item.

Clause 10 Consumer Protection Act Notice

10.1 These Terms apply to users who are consumers for purposes of the Consumer Protection Act, No 68 of 2008 (“CPA”).

10.2 These Terms contain provisions that appear in similar text and style to this clause and which -

10.2.1 may limit the risk or liability of PSA Distributions or a third party; and/or

10.2.2 may create risk or liability for the user; and/or

10.2.3 may compel the user to indemnify PSA Distributions or a third party; and/or

10.2.4 serves as an acknowledgement, by the user, of a fact.

10.2.5 Your attention is drawn to these Terms because they are important and should be carefully noted.

10.3 If there is any provision in these Terms that you do not understand, it is your responsibility to ask PSA Distributions to explain it to you before you accept the Terms or continue using the Website.

10.4 Nothing in these Terms is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or PSA Distributions in terms of the CPA.

10.5 PSA Distributions permits the use of this Website subject to the Terms. By using this Website in any way, you shall be deemed to have accepted all the Terms unconditionally. You must not use this Website if you do not agree to the Terms.

Clause 11 PSA Distribution (Pty) Ltd cancelled an ordered item

11.1 In rare cases where an item in your order becomes unavailable, the order may be cancelled, or the product may be removed from your basket. Whereafter you will be notified via email.

11.2 If this occurs, please contact us if the order value drops below the threshold for free delivery due to this cancellation.

Clause 12 Product Descriptions

12.1 PSA Distribution attempts to be as accurate as possible. However, we do not warrant that product descriptions or other content advertised on the website is accurate, complete, reliable, current, or error-free. If a product offered by PSA Distribution itself is not as described, your sole remedy is to return it in unused condition in the original packaging.

Clause 13 Purchase of Goods

13.1 The Goods as selected by the User for purchase together with the individual price thereof shall be reflected in the User's Cart. The price of each of the Goods shall automatically be tallied in the Cart, as a total, which total shall be inclusive of VAT to the extent that we are registered for VAT.

13.2 Users may either create or login to their account on the website to purchase goods. Alternatively, they can proceed with a guest checkout where they will not be required to create an account on the website.

13.3 The cost of delivery of the Goods shall also be included in the total comprising the User's Cart.

Clause 14 Payment

14.1 Payment may be made in one of the following manners:

14.1.1 Payment may be made via Visa, MasterCard, Diners or American Express Cards or by bank transfer into PSA Distribution's bank account, the details of which will be provided on request.

14.1.2 Credit Card - where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time

as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Goods will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Goods. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website.

14.1.3 Card acquiring and Security - Card transactions will be acquired for PSA Distribution via Payfast by Network who are the approved payment gateway for all South African Acquiring Banks. Payfast by Network uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.payfast.io to view their security certificate and security policy.

14.1.4 Electronic Funds Transfer (“EFT”) or Bank Transfer.

14.2 Customer details separate from card details - Customer details will be stored by PSA Distribution separately from card details which are entered by the User on Payfast by Network’s secure site. For more detail on Payfast by Network refer to www.payfast.io.

14.3 Goods will only be released for delivery once payment has been received into our banking account, or in the case of COD, the relevant courier is in receipt of the funds.

14.4 Merchant Outlet country and transaction currency - The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

Clause 15 Warranties by the User

15.1 The User warrants and represents that the Personal Information provided to us is and shall remain accurate, true and correct and that the User will update the Personal Information held by us to reflect any changes as soon as possible.

15.2 The User further warrants that when registering on the Website it:

15.2.1 is not impersonating any person; and

15.2.2 is not violating any applicable law regarding use of personal or identification information.

15.2.3 Further and insofar as the Registration Process is concerned, the User warrants that the login details shall:

- 15.2.3.1 be used for personal use only; and
- 15.2.3.2 not be disclosed by a User to any third party.

15.3 The User agrees that, once the correct login details relating to the User's account have been entered, irrespective of whether the use of the Log in Details is unauthorised or fraudulent, the User will be liable for payment of any such Goods purchased.

Clause 16 Warranties by PSA Ltd

16.1 We make no representation or warranty (express or implied) that the Website or Services will:

- 16.1.1 meet a User's needs;
- 16.1.2 be accessible at all times;
- 16.1.3 be accurate, complete or current; or
- 16.1.4 be free from viruses.

16.2 Subject to any express terms, PSA makes no representation or warranty as to the volume or subject area of Services accessible through the Website.

16.3 Except for any express warranties in these Terms the Services are provided "as is". PSA Distribution makes no other warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose or non-infringement. We do not provide any warranties against viruses, spyware or malware that may be installed on your computer as a result of you accessing or using the Website.

16.4 PSA Distribution does not warrant that the use of the Website will be uninterrupted or error free, nor does PSA warrant that we will review information for accuracy.

16.5 PSA shall not be liable for delays, interruptions, service failures or other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of PSA Distribution. While a User may have statutory rights, the duration of any such statutory warranties, will be limited to the shortest period to the extent permitted by required law.

Clause 17 Product warranties

17.1 Some products may possess certain manufacturer warranties. Please contact online@psafrica.co.za for any manufacturer claims or queries.

Clause 18 Unauthorized use of the Website or email addresses as provided by us

18.1 A User may not use the Website for any objectionable or unlawful purpose.

- 18.2 A User, apart from uploading Personal Information as required when completing the Registration Process, may also after the purchase of Goods add a review or comment relating to the Goods so purchased by it.
- 18.3 We reserve the right to remove any such review at our discretion.
- 18.4 A User undertakes not to send to us spam mail or make use of other unsolicited mass e-mailing techniques.
- 18.5 A User shall not introduce any virus, worm, trojan horse, malicious code or other program which may damage computers or other computer-based equipment through email communication with us.
- 18.6 A User may not sell, redistribute or use information contained on the Website for a commercial purpose without our prior written consent.
- 18.7 A User may not remove or alter our copyright notices or other means of identification including any watermarks, as they appear on the Website or any of our emails.
- 18.8 A User understands and agrees that it is solely responsible for compliance with any and all laws, rules and regulations that may apply to its use of the Website or the Services.

Clause 19 Links to other Websites

- 19.1 The Website may contain links or portals to other websites. We have no control over websites operated by third parties and the User agrees that we are not responsible for and will have no liability in connection with a user's access to or use of any third-party website.

Clause 20 Limitation of Liability and Indemnity

- 20.1 The Website shall be used entirely at a User's own risk.
- 20.2 We are not responsible for, and the User agrees that we will have no liability in relation to, the use of and conduct in connection with the Website, or any other person's use of or conduct in connection with the Website, in any circumstance.
- 20.3 We cannot and will not be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or willful misconduct of PSA Distributions or its employees, You are encouraged to contact us to report any possible malfunctions or errors.
- 20.4 We shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the Website or the content contained in the Website; or your inability to use

the Website, and/or unlawful activity on the Website and/or any linked third party website.

- 20.5 We cannot guarantee or warrant that any file downloaded from the Website or delivered to you via email will be free of infection or virus, worms, trojan horses or other code that has contaminating or destructive qualities. A User is responsible for implementing appropriate processes, systems and procedures to protect itself from this type of issue.
- 20.6 A User indemnifies us, and agrees to keep us indemnified, from and against any claim, loss, damage, cost or expense that we may suffer or incur because of or in connection with a User's improper use of or conduct in connection with the Website, including any breach by a User of these terms or any applicable law or licensing requirements.
- 20.7 To the maximum extent permitted by law we exclude all implied representations and warranties which, but for these terms, might apply in relation to a User's use of the Website.
- 20.8 To the extent that our liability cannot be excluded by law, our maximum liability, whether in contract, equity, statute or delict (including negligence), to a User will be limited to the minimum amount imposed by such law.
- 20.9 Notwithstanding anything to the contrary in these terms, in no circumstances will we be liable for any indirect, punitive or consequential loss or damages, loss of income, profits, goodwill, data, contracts, use of money or any loss or damages arising from or in any way connected to interruption of the Services of any type, whether in delict, contract or otherwise.

Clause 21 Copyright

- 21.1 PSA Distribution and the contents of the Website are the property of PSA Distribution, unless specified otherwise, and are protected by South African and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Website and/or the Services, is our property, unless credit is attributed to the author thereof, and is, likewise, protected by South African and international copyright laws.
- 21.2 Except as stated in the Terms, none of the contents may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without our prior written permission, which should such consent be provided, we reserve our right to withdraw such consent at any stage, in our sole and absolute discretion.
- 21.3 Users are expressly prohibited to "mirror" any content, contained on the Website, on any other server unless our prior written permission is obtained,

which should such consent be provided, we reserve our right to withdraw such consent at any stage, in our sole and absolute discretion.

21.4 The User is granted a limited, revocable, and non-exclusive right to create a hyperlink to the Website, so long as the link does not portray us, our affiliates, Goods or Services in a false, misleading, derogatory, or otherwise offensive manner. A User may not use our logo or other proprietary graphic or trademark as part of the link without our written permission or the permission of our affiliates or content suppliers.

21.5 All trademarks and copyrights, together with any other intellectual property rights, in and to any of the content of the Website, where not evidently that of third parties, are the exclusive property of PSA Distribution.

Clause 22 Intellectual Property

22.1 A User undertakes not to attempt to decipher, decompile, disassemble or reverse engineer any of the software or code comprising or in any way making up a part of the Website including any algorithm used by us.

22.2 We own or are licensed to use all intellectual property on the Website. A User may not use any of our intellectual property for any purpose other than as may be required to use the Website for its intended purpose.

Clause 23 Breach

23.1 If either Party commits a breach of the Terms and fails to remedy such breach within 7 (seven) days of receipt of written notice requiring the breach to be remedied, then the Party giving notice shall be entitled, at its option, either to cancel the Terms and claim damages or alternatively to claim specific performance of all the defaulting Party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

Clause 24 Arbitration

24.1 Any dispute which arises between the Parties in respect of the Terms shall require the Parties to use their best endeavors to resolve the dispute informally within 7 (seven) days of the dispute having been raised in writing.

24.2 If either Party provides written notification to the other that such attempt has failed then each Party shall attempt to agree upon the appointment of a suitably qualified mediator, within 10 (ten) days of such dispute being referred.

24.3 If agreement is not reached as to the appointment of such mediator within 10 (ten) days after either Party has in writing called for the appointment of a mediator, or where an appointment has been agreed upon and such mediator is not able to mediate a resolution of such dispute within 30 (thirty) days after such appointment then any Party may give written notice to the other Parties referring

the dispute to arbitration in accordance with the rules of Arbitration Foundation of Southern Africa (“AFSA”) by an arbitrator or arbitrators appointed by AFSA.

24.4 Either Party may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party. This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

24.5 The arbitration shall be held –

24.5.1 at/in Gauteng at a venue chosen by PSA Distributions;

24.5.2 in English; and

24.5.3 immediately and with a view to its being completed within 21 (twenty one) days after it is demanded.

24.5.4 The Parties irrevocably agree that the decision in arbitration proceedings:

24.5.4.1 shall be final and binding upon them;

24.5.4.2 shall be carried into effect;

24.5.4.3 may be made an order of any court of competent jurisdiction.

Clause 25 Assignment and Novation:

25.1 We may assign or novate any of our rights or obligations under these Terms without a User’s consent. A User may not assign or novate any of his/her rights.

Clause 26 Force Majeure:

26.1 The failure of either Party to fulfil any of their obligations under these Terms shall not be considered to be a breach of, or default provided such inability arises from an event of Force Majeure, and that either of the Parties who may be affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet these Terms, and has informed the other as soon as possible about the occurrence of such an event.

26.2 During the subsistence of Force Majeure, the performance of both Parties under these Terms shall be suspended, on condition that either of them may elect to cancel any Services should the event of Force Majeure continues for more than 14 (fourteen) days by giving written notice to the other.

Clause 27 General

27.1 These Terms shall be governed by and be construed in accordance with South African law, and any dispute arising out of these Terms shall be submitted to the competent South African courts having the requisite jurisdiction to hear the matter.

27.2 Subject to the dispute resolution provisions above, to the extent necessary and/or possible, you consent to the non-exclusive jurisdiction of the Gauteng High Court in Johannesburg, or an alternative appropriate South African court seized with appropriate jurisdiction in all disputes arising out of the Terms, our Services, and/or related agreements incorporated by reference.

Clause 28 Severance

28.1 If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these Terms and the remaining terms will continue to apply. Failure by us to enforce any of the provisions set out in these Terms and/or any other agreement, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms or of any agreement or any part thereof, or the right thereafter to enforce each and every provision.

Clause 29 Domicilium Citandi Et Executandi and Contact Information

29.1 The User and PSA Distribution each choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary of these Terms, the following:

29.1.1 PSA: PSA Distributions (Pty) Ltd Johannesburg, Unit 25, Jan Smuts Park, Jones Road, Jet Park, Kempton Park, 1469. Email: online@psaafrica.co.za.

29.1.2 User: The address provided when registering on the Website.

29.2 Each of the User and PSA Distribution may change its domicilium to any other physical address or email address by written notice to the other to that effect. Such change of address will be effective 7 (Seven) days after receipt of notice of change of domicilium.

29.3 All notices to be given in terms of these Terms will:

29.3.1 be given in writing in English;

29.3.2 be delivered or sent by email; and

29.3.3 be presumed to have been received on the date of delivery.

Clause 30 Variation

30.1 PSA Distribution may, in its sole discretion, change these Terms or any part thereof at any time without notice.

Clause 31 Availability and Termination

- 31.1 We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
- 31.2 PSA Distributions may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that PSA Distributions will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.
- 31.3 If you fail to comply with your obligations under these Terms, including any incident involving payment of the price of an order for any Goods, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.
- 31.4 PSA Distributions is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles to take advantage of a promotion or Coupon intended by PSA Distributions to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and PSA Distributions, in whole or in part, on notice to you. PSA Distributions shall only be liable to refund monies already paid by you and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.
- 31.5 At any time, you may choose to stop using the Website, with or without notice to PSA Distributions

PSA Distribution (Pty) Ltd Delivery Policy

Clause 32 Introduction

- 32.1 This Delivery Policy ("Delivery Policy") is only valid for products purchased from PSA Distribution (Pty) Ltd.
- 32.2 This Delivery Policy has been developed to ensure the accurate and secure delivery of all purchases according to the customer's delivery needs.
- 32.3 This Delivery Policy forms part of the agreement between PSA Distribution (Pty) Ltd and its customers. This Delivery Policy should be read together with the website Terms and Conditions (if applicable).

Clause 33 Delivery Procedure

- 33.1 Once an order has been received and confirmed, no changes to the specified address and/or delivery option will be accepted, unless specifically acknowledged as being accepted by us.
- 33.2 Orders will be delivered between 8h00 till 16h30 on weekdays.
- 33.3 Orders placed on weekends or holidays will be processed on the next business day.
- 33.4 Unless otherwise stated, the delivery fees for orders at PSA Distribution (Pty) Ltd are based on a standard flat rate, with few products that may incur additional delivery fees or charges. For multiple orders, contact us at online@psafrica.co.za ask about other delivery method and or options.
- 33.5 It is the sole responsibility of the customer to ensure that someone is available to receive the order once it has reached the delivery address.
- 33.6 If no one is present at the address when the delivery is attempted, the products will be retained and a new arrangement, at an additional cost, may be made to deliver the order.
- 33.7 The person receiving the order is required to sign a delivery note as proof that the order has been delivered.
- 33.8 Before signing the delivery note, the person receiving is required to check the contents of the order received against the delivery note to ensure that the products are not damaged or missing any products.
- 33.9 Once the person has signed and agreed that the order is correct, undamaged and in good condition, the customer will not have a claim for any incomplete/ missing orders.

- 33.10 We will make reasonable efforts to ensure that your order is delivered within the estimated delivery time. However, we are not responsible for any delays caused by unforeseen circumstances. The delivery guarantee cannot be provided if circumstances or events arise due to force majeure or another reason outside the control of PSA Distribution (Pty) Ltd.
- 33.11 PSA Distribution (Pty) Ltd reserves the right to amend or suspend the delivery guarantee or the service itself at any time.
- 33.12 Delivery times may vary depending on your location and selected delivery method.
- 33.13 You are responsible for providing accurate shipping information. We are not responsible for any orders that are lost or delayed due to incorrect shipping details.
- 33.14 We shall endeavor to have the Goods delivered to you within seven days of payment being received by us. However, we shall not be held liable for any late deliveries attended to.
- 33.14.1 Any additional charges including duties and taxes that may be levied in respect of the delivery of the Goods or forced return of the Goods such as, but not limited to, custom blockage in respect of a User outside of the Republic of South Africa, shall be for the User's account.
- 33.15 Our obligation to provide the Goods to you is fulfilled upon delivery/collection thereof. We are not responsible for any loss or unauthorised use of the Goods after provision thereof to you.
- 33.16 Shipping with a delivery guarantee is only possible with items on the product page or order summary page where there is a note about shipping options. The user is reminded that not all products listed on the website are available for online purchase. Only products with an option to add to cart or have prices visible are available for online purchase.
- 33.17 Note that the availability of an item initially relates to the order of a single copy. So it can be the case that with orders made where several copies of an item are requested not all of the items will have the same delivery speed.
- 33.18 Claims for damages beyond refund of shipping/delivery costs are excluded.

Clause 34 Lost or Damaged Goods

- 34.1 If your package is lost or damaged during transit, please contact us immediately at online@psafrica.co.za.

34.2 We will work with the courier company to resolve the issue as quickly as possible.

34.3 We may require you to provide evidence (for example photographs) or the damage or to complete a claims form to facilitate the resolution process.

Clause 35 Delivery Areas

35.1 We deliver within South Africa.

35.2 Customers are required to provide their physical address for delivery and contact details before completing their purchase. Products will be delivered to the physical address specified by the customer. We only ship orders to physical addresses.

35.3 We will not deliver to any Post Box addresses

35.4 Customers may request further information for delivery into the Africa. Alternatively;

35.5 Customers from the rest of Africa may go through the checkout process and make payment and arrange for their own courier company to collect their order from PSA Africa (Pty) Ltd Johannesburg, Unit 25, Jan Smuts Park, Jones Road, Jet Park, Kempton Park, 1469, for a period of one week after the order was placed on the Website. We will not be held liable for any duties, levies, fees, charges, or arrangements associated with collection of products through the user's personal courier companies through Africa.

Clause 36 Delivery Fees

36.1 Delivery fees are calculated on checkout, based on a flat rate.

36.2 Orders worth more than R5000 qualify for free shipping.

Clause 37 Delivery Methods

37.1 Orders will be delivered using a PSA Distribution (Pty) Ltd delivery or courier(s) of our choice.

Clause 38 Delivery Time Frame

38.1 Without considering or being affected by external factors, local orders within South Africa will be delivered to the customer within 3-10 working days after the order has been received and confirmed.

Clause 39 Order Tracking

39.1 Once your order has been shipped, you will receive an email with a confirmation of your order. You can use this information to monitor the progress of your delivery. You will also receive an email on the day your order is set to be

delivered. If you do not receive tracking information within 3 business days after placing your order, please contact our customer service team at online@psaafrica.co.za.

Clause 40 Collection

- 40.1 In certain instances, we permit collection of orders from customers, and in such instances no delivery fee will apply.
- 40.2 Should a customer wish to do this, they are required to specify that during the checkout process.
- 40.3 The Goods shall be made available for collection by the User at PSA Africa (Pty) Ltd Johannesburg, Unit 25, Jan Smuts Park, Jones Road, Jet Park, Kempton Park, 1469 for a period of one week after the order was placed on the Website.

Clause 41 Disclaimer

- 41.1 We strive to ensure that all details, descriptions, and prices of products appearing on the website are accurate. However, errors may occur, and we reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information at any time without prior notice. Prices are subject to change without notice. The prices indicated at the time of order are the prices you will be charged. We make every effort to display our products as accurately as possible. However, we cannot guarantee that your computer monitor's display of any colour will be accurate.
- 41.2 We will not be liable if delivery does not occur within the time frame mentioned in this Delivery Policy and cannot be liable for any loss occasioned by the delay in delivery.
- 41.3 The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.
- 41.4 We disclaim liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.
- 41.5 Although Goods sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

41.6 Any views or statements made or expressed on the Website are not necessarily the views of PSA Distributions, its directors, employees and/or agents.

41.7 In addition to the disclaimers contained elsewhere in these Terms, PSA Distributions also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of PSA Distributions, its employees, agents or authorised representatives. PSA Distributions disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

PSA DISTRIBUTIONS RETURNS AND EXCHANGE POLICY

Clause 42 Circumstances in which Returns and/or Exchanges are allowed

- 42.1 Collection times for returns or exchanges can only be made between 8h00 and 15h30 on weekdays, unless contact has been made with the seller for alternative arrangements.
- 42.2 We permit returns and/or exchanges in the following instances:
 - 42.2.1 The incorrect product has been delivered to you.
 - 42.2.2 The product delivered to you is damaged or defective.
 - 42.2.3 You do not want the product which was delivered to you. This must be initiated within 3 days delivery of the product.
 - 42.2.4 The product has the incorrect size or specifications.
 - 42.2.5 We will allow the return of product if the packaging remains unopened, and the packaging seal has not been broken.

Clause 43 When a Return and/or Exchange needs to be initiated

- 43.1 Returns and/or exchanges need to be initiated within 3 days of delivery of the product having been delivered to you.

Clause 44 The choices you have upon Returning the Product

- 44.1 When a product is returned to us you can:
 - 44.1.1 Have the amount refunded to you.
 - 44.1.2 Have the product replaced/exchanged.

Clause 45 How a Return and/or Exchange is initiated

- 45.1 All returns and/or exchanges shall be initiated by means of an email sent to online@psafrica.co.za setting out:
 - 45.1.1 the reason for the return.
 - 45.1.2 whether you would like the account refunded or replaced/exchanged.

Clause 46 Condition of the Product Returned

- 46.1 In returning the product to us, the following shall apply. The product needs to be:
 - 46.1.1 Undamaged.

- 46.1.2 Unused.
- 46.1.3 In the original packaging.
- 46.1.4 Packaged and wrapped correctly and safely by you.

Clause 47 Manner of Return

- 47.1 We will require you to return the product to our offices at the following address: PSA Africa (Pty) Ltd Johannesburg, Unit 25, Jan Smuts Park, Jones Road, Jet Park, Kempton Park, 1469. This will be on the users account should there be any financial implication where goods are returned.

Clause 48 What will happen once a Product is returned

- 48.1 Once returned, and subject to a product inspection, your account with us will be credited or refunded or replaced, as per your preference.

Clause 49 Product Inspection

- 49.1 Once returned, and prior to accepting such return, we will be permitted to inspect the product.
- 49.2 Should the product in our reasonable discretion not be suited to be returned, we shall not be obliged to accept such return.