

Blue Nova Returns and Refunds Policy



June 2024 | Version 1.0

1. Our goods

We supply physical goods.

2. Read instructions

Please carefully read and follow all instructions that come with our goods. For example, any documents that help you use our goods.

3. Advance orders

If you order the goods in advance, we may charge you a reasonable deposit. You will forfeit this deposit if you cancel the order within 30 days before the agreed-upon delivery date.

4. Custom goods

If you ask us to provide you with custom goods, we may charge you any deposit or the full amount for the goods. You may not cancel an order for custom goods prior to delivery, unless we allow this in our discretion. In this case, you will forfeit any deposit or amount already paid for the goods, and we may charge you an additional cancellation fee. The cancellation fee plus the amount forfeited will not be more than the full amount for the goods.

5. Cooling-off period for electronic transactions

Section 44 of the Electronic Communications and Transactions Act may apply to your electronic transactions. If you qualify as a consumer under the ECT Act, you may be entitled to cancel some electronic transactions within seven days, without reason or penalty. 'Cancel' means each party will be placed in the same position that they were in before the transaction took place. This means that you must return a new, unused good, and we will refund the purchase price. Section 44 is only applicable if you are a natural person – in other words, a human being. You must also be the end user of the goods or service. The transaction must be an electronic transaction – a transaction concluded via (in whole or in part) the website, email, or SMS.

Certain goods by reason of their nature cannot be returned during the cooling-off period, such as eBooks, eMagazines, or electronic vouchers. If you have any problems with these types of digital goods, please contact us within seven days of the date on which you purchased the goods. We will do our best to resolve the problem. We will revoke access to our online cooking course if you cancel an electronic transaction in terms of section 44 of the ECT Act.

This cooling off period does not apply to goods made or altered to your specifications, or goods specially ordered from a foreign country.

5.1. Return of goods in terms of cooling-off period

You must return any goods in new condition with all original packaging and materials (including any accessories or parts). We will refund the purchase price of the goods within 30 days of the date of cancellation.

6. Returns within 30 days

We want you to be happy with your purchase, and we understand if you suddenly have a change of heart. You may return most of our products in their new, unopened condition within 30 calendar days of delivery for a full refund. Please see below for information on how to return an item, how to package the return and how we process your refund. Please log a return via email to support@bluenova.co.za.

7. Incorrect item delivered

We do our best to ensure the product information, availability, purchase price and associated delivery times and fees are accurately reflected on our site. Please notify us within 7 calendar days (the sooner the better) by logging a return via email to support@bluenova.co.za.

However, should we accidentally deliver the wrong product to you or if the product is not as described on the website, or is missing any parts:

- Please do not remove the product from its original packaging or any of the stickers or labels.
- Notify us immediately and we will collect the product from you at no charge.

We will at your choosing:

- deliver the correct item to you as soon as possible (if available); or
- send you a voucher for the purchase price of the product; or
- issue a refund (using the same method of payment you originally used for the purchase). Please note that a refund is not available if the item was received as a gift.

8. Goods arrived damaged

If your goods arrive damaged, missing any parts or accessories, or inoperable, then we will do our best to resolve the issue. Please notify us within 7 calendar days (the sooner the better) by logging a return via email to support@bluenova.co.za.

We will require the following information to assess where in the delivery process the damage may have occurred:

- photograph of the outer box (including whether it has a Fragile sticker or not);
- photograph of the inside of the box, including the inner packaging; and
- photograph of the damaged item.

If necessary, we will arrange collection of the product from you at no charge. Once we have inspected the product or photographs and validated your return (if needed), we will, according to your preference:

- replace the product (if available); or
- issue a refund voucher for the purchase price of the product or
- issue a refund (using the same method of payment you originally used for the purchase). Please note that a refund is not available if the item was received as a gift).

9. How to return an item

There are different methods of returning an item. These methods are further explained in the returns portal:

- You may drop off the item at our head office. There is no cost associated with this.
- You may select a pick-up date and the item will be collected from you. We may charge a fee for this service which will be confirmed with you prior to the collection date.

10. How to package an item you want to return

The returning product must be packed, in its original packaging, in another box with as much padding and protective packaging as possible so that it can travel safely back to us. Returns that are sent back

otherwise will have a 10% repackaging and testing fee levied against them. If the returning product has not been packaged properly and is damaged, then we simply cannot give you a refund. It is your responsibility to package the item correctly.

11. How we process your refund

11.1. Returns within 30 calendar days

You will be offered a refund, a voucher or a product exchange. Refunds are handled within 15 calendar days of logging the return (refunds can take up to 3 working days to reflect in your account once processed due to banking timelines).

11.2. Damaged goods

Refunds are handled within 15 calendar days of logging the return (refunds can take up to 3 working days to reflect in your account once processed due to banking timelines). Replacements may take longer as these are dependent on availability.

11.3. Goods purchased with vouchers or gift cards

We cannot refund in cash purchases made with a gift voucher. We will either reinstate the used gift voucher or issue you with a new one

12. International orders and repairs

If your goods arrive damaged or not working, we will replace it at our cost. Before returning a product, you must first request authorisation from our customer service team by emailing us at support@bluenova.co.za.

If you have changed your mind about a product, we are not able to facilitate a return because of Customs restrictions. We ask that you look carefully at the product before you make the purchase and as always get in touch with our customer service team if you have any questions.

Support for repairs within warranty or general repairs may vary according to the availability of support from local agents. These will be dealt with on a case-by-case basis.

13. Our goods warranty

We warrant that all our goods are new and of good quality unless we clearly describe them as used or reconditioned or as having specific defects.

14. Statutory warranty against defects

We warrant all our new goods against any defects for six months of normal household or business use, from the time we supplied the goods. This is the statutory warranty in terms of the Consumer Protection Act of 2008 (the CPA).

14.1. Defective goods

Defective goods are those that had a defect or were unsafe when we supplied them. We highly recommend testing out your purchase as soon as you have received it to make sure that everything is in working order. A defect usually means that the goods were manufactured using materials, components or workmanship below an acceptable standard. You must prove that goods are defective.

14.2. Statutory compensation

We will repair, replace, or refund the price of any defective goods that you return to us during the six-month statutory warranty. Returns must follow our returns procedure below. We will do our best to repair the defective good or replace it within 15 calendar days. However, if it takes longer, we will contact you to let you know what is happening.

14.3. Choice of compensation

Any customer who is also a consumer under the CPA may decide whether we should either repair or replace the defective goods or make a refund. We will decide how to compensate any of our other customers.

15. Statutory warranty on repairs

Where we do not personally carry out the repair we will send the goods to the supplier to be repaired. We warrant all our repairs and repaired goods against the failure of a repair and any further defect for the remaining portion of the statutory warranty plus a further three months from the time we returned the repaired goods.

15.1. Compensation under repair warranty

If you are also a consumer under the CPA, then we may choose to replace or refund the price of any repaired goods that you return to us during the three-month repair warranty period.

16. Extended supplier warranty

After the six months statutory warranty has expired, some products have an extended warranty. These warranties are usually stated in the product brochure and may be subject to the manufacturer's specific terms and conditions.

It is solely up to the supplier or manufacturer as to what remedy it can offer you. We are under no obligation to provide you with a credit, repair or replacement, as your remedy lies with the supplier or manufacturer. However, since we want your experience to be as good as possible, we will facilitate the discussion for replacement or repair between you and the supplier.

17. Inspection of defective goods

17.1. Suitably qualified examiner

A customer who believes goods are defective should contact us and we will use a suitably qualified examiner to examine the goods and produce a report for us to consider. A suitably qualified examiner is a reputable and independent person trained and qualified to repair goods. We will not charge you for this service.

17.2. Our examination duties

Our third-party suppliers are trained to recognise any defects in their goods. They can usually tell if the goods have been misused, for example, if they have been neglected, damaged, altered or not used according to instructions. Our third-party suppliers will give reasons if they refuse to accept that we supplied defective goods but will only do this if they honestly believe the goods have been misused.

18. Statutory right to return unsuitable goods

We have extended this right to all our customers, including those who are not consumers under the CPA. We also have extended the time frame from the statutory ten calendar days to 30 calendar days.

You may return goods within 30 calendar days of delivery if you could not examine them before delivery and then discover that the goods are not what you ordered or expected or are not suitable for a specific purpose that they communicated to us in writing.

18.1. Returns of unsuitable goods

A consumer must return unsuitable goods within ten days of delivery according to our returns and refunds procedure below.

18.2. Refund of price of unsuitable goods

We will refund the full price of any unsuitable goods in their original unopened packaging. For opened goods, we may deduct or charge a reasonable amount for any use of the goods plus certain costs

necessary for repackaging and restocking, subject to the CPA. These costs are usually up to 25% of the cost of the goods.

19. Invalidation of warranties and right to return unsuitable goods

Warranties on any of our goods will be invalid if any person who is not suitably qualified has opened, tampered with or altered the goods contrary to the instructions or removed the warranty label. This also applies to goods found to be unsuitable. It is considered fraud to damage goods deliberately to claim a refund.

20. Exclusion of industrial use

We only warrant goods for any industrial or unusual commercial use if we clearly state this in writing, for example on the packaging or website.

21. Our returns and refunds procedure

You must use our returns and refunds procedure for returning defective or unsuitable goods, or else we may refuse to accept them. Our returns and refunds procedure is as follows:

- We've made the returns and exchange process even easier by using the returns process via our Support department. Please log a ticket at support@bluenova.co.za. A customer service agent will then get hold of you shortly.
- Any return of physical goods must include all accessories and instructions, and all original packaging that is still available. Returns that are sent back otherwise will have a 10% repackaging and testing fee levied against them. If original delivery packaging is not available, please make sure the goods are in protective packaging as we are not responsible for any damage in transit. If the returning product item has not been packaged properly and is damaged, then we simply cannot give you a refund. It is your responsibility to package the item correctly. [Please confirm]
- Please write the return claim number or Ticket number (e.g.: ABC12345) clearly on the outside of the package. We may refuse to accept a package that does not have this return reference number on it.
- If you claim that our goods are defective, our staff will examine the goods for defects. In the case of physical goods, our staff will examine the actual goods. They will report to us whether the goods were defective, were misused, or are of good quality. We do not regard the following as defective:
 - faults resulting from normal wear and tear;
 - damage arising from negligence, user abuse or incorrect usage of the product;
 - damage arising from electrical surges or sea air corrosion;
 - damage arising from a failure to adequately care for the product;
 - damage arising from unauthorized alterations to the product; or
 - where the specifications of a product, although accurately described on the website and generally fit for its intended purpose, do not suit you.
- If you claim that our goods are unsuitable for your purposes, we will first investigate whether you communicated the purpose to us. If you did, we would then provide you with a written report indicating whether we believe the goods were unsuitable for your specific purpose or not.
- If you returned the goods within the seven day cooling-off period and our staff report that the goods were defective, were provided to you for your specific purpose and were unsuitable for that purpose, then we will either contact you and ask you whether you would like us to repair, replace, or refund the price of the goods (if you are also a consumer under the CPA) or advise you how we have decided to compensate you (if you are not a consumer under the CPA).
- If you choose for us to repair or replace the goods or we decide to do so ourselves, we will contact you as soon as reasonably possible to organise the necessary steps to repair or replace the goods.
- If you choose for us to make a refund or we decide to do so ourselves, we will contact you and arrange payment of the refunded amount into a bank account of your choice within 30 days of cancellation.

- If the item was given to you as a gift, you will need to provide the original purchaser's details for us to obtain original proof of purchase. We will give you a refund of a voucher for the value of the item.
- All free gifts, bonus items or vouchers attached to the purchased products, or all elements of any bundled items, must also be returned with the original purchase. If not, the value of any such unreturned gift, bonus or bundled item, or used portion of any gift card will be deducted from any refund.

22. Our customer services department contact details

Our customers can contact our Customer Service department as follows:

Telephone number: 021 205 2000

Email address: support@bluenova.co.za

Address: 17 Blend Crescent, Firgrove Industrial Park, Macassar, Cape Town, 7130

Office hours: Monday to Thursday: 8:00 – 16:30
Friday: 8:00 – 15:30
Saturday, Sunday and Public holidays: closed

Collection times: Monday to Friday 8:00 – 15:30
Saturday, Sunday and Public Holidays: closed

23. Customer queries and complaints

We aim for complete customer satisfaction. We respect our customers' rights and always try to comply with best practice and all relevant laws. If you are not satisfied with any of our goods, or have any questions, please contact our customer services department and have your invoice ready. We will try our best to solve your problem. We are proud of the reputation of our goods.

Any complaints regarding the standard and quality of the product or products bought by consumers through our website should be directed to the Customer Service Manager, support@bluenova.co.za

24. Dispute resolution

If we do not accept that we supplied defective or unsuitable goods, and our customer services department has not been able to help, any customer may still take the matter up with a suitable ombud or other dispute resolution body or take legal action. The dispute resolution procedures under the CPA do not necessarily apply to all transactions with us. This policy does not exclude any other rights customers may have.