

SG Convenience ONLINE ORDERING PLATFORM TERMS AND CONDITIONS

These terms and conditions regulate the relationship between the persons below in regard to their use of, and the sale and purchase of products using, the SG Convenience Online Store Platform and related applications. They create a binding contract between the relevant parties. If you do not agree with these terms and conditions, please do not use the SG Convenience Online Store Platform or related applications. If you use the SG Convenience Online Store Platform and/or the related applications it is assumed that you understand and accept these Terms and Conditions.

1. Interpretation

In these Terms and Conditions –

- 1.1. “you” means the person who accesses or uses the SG Convenience Online Store Platform;
- 1.2. “we”, “us” and “SG Convenience” means SG Convenience, a division of Super Group Trading (Proprietary) Limited, registration number 1972/009559/07;
- 1.3. unless the context clearly indicates otherwise, a word or expression which refers to
- 1.4. any gender includes the other genders;
- 1.5. the singular includes the plural and vice versa;
- 1.6. a natural person includes an artificial person (such as a company or trust) and vice versa;
- 1.7. where figures are referred to words and numerals, if there is any conflict between the two, the words shall prevail;
- 1.8. where any term is defined within the context of any particular clause in these Terms and Conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of these Terms and Conditions;
- 1.9. the use of the word “including” followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example/s. Accordingly, without limiting the generality of the foregoing, wherever the words “includes” or “including” are used in this Agreement, the words “without limitation” shall be deemed to follow them;
- 1.10. the rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the agreement shall not apply.

2. Use of SG Convenience Online Store Platform and Terms and Conditions

SG Convenience, through the SG Convenience Online Store Platform which can be accessed at <https://www.sgconvenience.co.za> and on related mobile-sites and software applications (“the “SG Convenience Online Store Platform”), offers an extensive range of convenience products, including confectionary, beverages and frozen foods (“Products”) and Liquor for sale on the SG Convenience Online Store Platform

- 2.1. These terms and conditions (“these Terms and Conditions”) regulate the ordering, sale and delivery of the Products and the use the SG Convenience Online Store Platform. They create a valid and enforceable contract between SG Convenience and everyone who uses the SG Convenience Online Store Platform or who purchases Products on the SG Convenience Online Store Platform.
- 2.2. By using the SG Convenience Online Store Platform and/or registering on it, you acknowledge and agree that;
 - 2.2.1. you have read and understood these Terms and Conditions;
 - 2.2.2. these Terms and Conditions create a legally binding and valid contract between you and us, to which you are bound.
 - 2.2.3. Your attention is specifically drawn to the fact that these Terms and Conditions contain provisions which may –
 - 2.2.3.1. limit SG Convenience’s risk or liability to you;
 - 2.2.3.2. create risk or liability for the you; and/or

- 2.2.3.3. have the effect of you indemnifying us, which means you may be liable to compensate for any harm, loss or damage which you may cause to us.
- 2.2.4. You may only be allowed to use the SG Convenience Online Store Platform if you agree to and accept these Terms and Conditions, which will be assumed to be the case whenever you use this SG Convenience Online Store Platform in any way.
- 2.2.5. You may not use this SG Convenience Online Store Platform if you do not agree with these Terms and Conditions or if you do not understand them.
- 2.3. We are entitled and may, in our sole discretion, change any of these Terms and Conditions at any time and from time to time. Please check these Terms and Conditions to ensure that you are au fait with these Terms and Conditions, as the most recent Terms and Conditions shall apply at the time that you utilise the Online Store Platform.
- 2.4. Should you purchase 150 litres or more Liquor, you will be required to furnish a valid liquor license in order to conclude your purchase.

3. Consumer Protection Act

- 3.1. These Terms and Conditions apply to all persons who access the SG Convenience Online Store Platform including those users who are “Consumers” for purposes of the Consumer Protection Act, 68 of 2008 (“the “CPA”). The Terms and Conditions are not intended to, and do not, unlawfully restrict, limit or avoid any right or obligation applicable to either you or us in terms of the CPA to the extent that the CPA applies to you.

4. Registration and use of the SG Convenience Online Store Platform

- 4.1. Only persons who register on the SG Convenience Online Store Platform may order or purchase Products on the SG Convenience Online Store Platform.
- 4.2. To register as a user, you must provide a unique username and password and provide the relevant information requested by us when you click the link to register as a registered user.
- 4.3. You agree and warrant that your username and password will:
 - 4.3.1. only be used by you for your own use; and
 - 4.3.2. not be shared by you with anyone else, nor disclosed by you to any other person.
- 4.4. You agree to enter the correct username and password whenever ordering Products on the SG Convenience Online Store Platform. If you do not do so you will be denied access to the SG Convenience Online Store Platform.
- 4.5. You agree that any order placed on the SG Convenience Online Store Platform using your username and password will bind you even if such use is unauthorised or fraudulent and you will be liable for payment of such order unless the order is cancelled by you in accordance with clause 5.3 of these Terms and Conditions below.
- 4.6. You agree to notify us as soon as you become aware of or suspect any unauthorised access to or use of your username and password and agree that you will take steps to mitigate any resultant loss or harm or further unauthorised access to or use of your username and password. Notifying us does not release you from the provisions of clause 4.5. Should you notify us as aforementioned, SG Convenience shall be entitled, but not obliged, to disable your access to the SG Convenience Online Store Platform.
- 4.7. By using the SG Convenience Online Store Platform you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. We are entitled to rely on this warranty.
- 4.8. You may not use the SG Convenience Online Store Platform to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful. You indemnify us against any loss, harm, damage or expense which we may suffer or incur as a result of your breach of the aforementioned.

5. Orders and conclusion of sale

- 5.1. Once registered, you may place orders for Products, which we may accept or reject in our sole discretion, without having to furnish you with reasons for doing so. Whether or not we accept an order depends, amongst others, on the availability of Products, correctness of the information relating to the Products (including without limitation the price) and receipt of payment by us from you for the Products ordered.

- 5.2. We will confirm the acceptance of your order by delivering the Products to you and only at that point will an agreement of sale between you and us come into effect. This is regardless of any communication from us stating that your order or payment has been confirmed. If applicable, we will confirm the rejection by us of your order (by cancelling it and notifying you of same via the SG Convenience Online Store Platform) and, as soon as possible thereafter, refunding to you any amount already paid by you for the Products in question.
- 5.3. Prior to delivery of the Products, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice via the SG Convenience Online Store Platform, which dispatch or delivery notice will be deemed to have been received by you when it is posted by us on the SG Convenience Online Store Platform. After delivery or your collection of the Products, you may return the Products only in accordance with the returns policy which is accessible on the SG Convenience Online Store Platform (“the Returns Policy”).
- 5.4. You acknowledge that stock of all Products offered for sale by us on the SG Convenience Online Store Platform is limited and that pricing may change at any time without notice to you. Pricing changes will not apply to Products that you have ordered. We cannot and do not guarantee the availability of stock. When Products are no longer available after you have placed an order, we will notify you and you will be refunded of any amount already paid by you for such Products.

6. Payment

- 6.1. Payment by you for Products purchased by you on the SG Convenience Online Store Platform can be made through any of the payment methods available to you from time to time on the SG Convenience Online Store Platform.

7. Delivery of Products

- 7.1. We will deliver the Products purchased by you on the SG Convenience Online Store Platform through any of the delivery methods available to you from time to time on the SG Convenience Online Store Platform, as selected by you, at the then applicable delivery charge. These charges will be displayed when you order the Products.
- 7.2. We reserve the right to amend our delivery charges at any time and from time to time.
- 7.3. Should your order be accepted by us, we will deliver the Products in question to you as soon as reasonably possible after receipt of your payment. We will notify you should we be unable to deliver the Products within that reasonable period. You may then, within 7 (seven) days of receiving such notification elect whether or not to cancel your order for the Products. If you elect to cancel your order, we will reimburse you for the purchase price as soon as possible thereafter.
- 7.4. Our obligation to deliver the Products to you will be completed when we deliver the Products to the physical address nominated by you for delivery of the order at the time you placed the order.
- 7.5. Deliveries are only made to the front door front / gate of the stipulated address. Our staff may not enter into homes. Please accept goods at the front door or gate of the delivery premises.
- 7.6. We are not responsible for any loss or unauthorised use of the products after they have been delivered to you at the physical address.

8. Returns of Products purchased

- 8.1. Any Products which you may purchase through the Online Order Platform are subject to our Returns Policy as applied and amended from time to time. Only returns of sealed products may be returned, but no liquor may be returned. Should you need to return any Product, please see the section “Request for Return” on the online portal after you log in, in order to action such request.

9. Errors and omissions

9.1. Although we take reasonable efforts to ensure that the SG Convenience Online Store Platform accurately reflects the description, availability, purchase price and delivery charges of the Products, we will not be liable to you or any other person for any loss, claim or expense relating to a transaction based on any error or inaccuracy on the SG Convenience Online Store Platform

10. Liquor

10.1. We may sell liquor on the SG Convenience Online Store Platform under the following liquor licence numbers:

- 10.1.1. SG CONVENIENCE GAUTENG GLB 6000002114
- 10.1.2. SG CONVENIENCE WESTERN CAPE WCP/042044
- 10.1.3. SG CONVENIENCE PORT ELIZABETH ECP23292/90454
- 10.1.4. SG CONVENIENCE NELSPRUIT 9-2-1-01513
- 10.1.5. SG CONVENIENCE GEORGE WCP/042048
- 10.1.6. or any other liquor licences held by us from time to time

10.2. It is a criminal offence for us to allow any person under the age of 18 to purchase liquor. Accordingly, we will not sell or deliver liquor to any person who:

- 10.2.1. refuses to provide his/her date of birth or identification number for the purposes of verifying his/her age;
- 10.2.2. appears to have provided false information or evidence of his/her age in order to purchase liquor.

10.3. We reserve the right to limit quantities.

11. Privacy Policy

11.1. We respect your privacy and will take reasonable measures to protect it in accordance with our privacy policy as applied from time to time. Please refer to www.supergroup.co.za/access-info for more information and adherence to the POPI Act.

11.2. Although we will take reasonable steps to protect your rights of privacy, we cannot guarantee nor do we accept any liability whatsoever for unauthorised or unlawful disclosure of your personal information whilst in our possession.

12. Ownership and copyright

12.1. The contents of the SG Convenience Online Store Platform (“the SG Convenience Online Store Platform Content”) are protected by law, including but not limited to copyright and trade mark law. The SG Convenience Online Store Platform Content is the property of SG Convenience, its advertisers and/or sponsors and/or is licensed to SG Convenience.

12.2. You will not acquire any right, title or interest in or to the SG Convenience Online Store Platform or the SG Convenience Online Store Platform Content.

12.3. Any use, distribution or reproduction of the SG Convenience Online Store Platform Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.

13. Disclaimer

13.1. The use of the SG Convenience Online Store Platform is entirely at your own risk and you assume full responsibility for any risk or loss resulting from the use of the SG Convenience Online Store Platform or reliance on any information on the SG Convenience Online Store Platform.

13.2. We provide the SG Convenience Online Store Platform “as is”. Whilst we take reasonable measures to ensure that the content of the SG Convenience Online Store Platform is accurate and complete, we do not give any express or implied warranty or make any representations or other promises regarding the SG Convenience Online Store Platform.

13.3. 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 SG Convenience Online Store Platform and/or any content therein unless otherwise provided by law.

13.4. Although Products sold from the SG Convenience Online Store Platform may, under certain specifically defined circumstances, be under warranty, the SG Convenience Online Store Platform itself and all information provided on the SG Convenience Online Store Platform 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.

14. Limitation of liability

14.1. We cannot be held liable for any inaccurate information published on the SG Convenience Online Store Platform and/or any incorrect prices displayed on the SG Convenience Online Store Platform, other than if such liability arises from our gross negligence or wilful misconduct or that of our employees, agents or authorised representatives.

14.2. We are not liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the SG Convenience Online Store Platform or the content contained in the SG Convenience Online Store Platform or your inability to use the SG Convenience Online Store Platform and/or unlawful activity on the SG Convenience Online Store Platform and/or any linked third party SG Convenience Online Store Platform.

14.3. By using the SG Convenience Online Store Platform you indemnify us against any loss, claim or damage which may be suffered by you or any third party arising in any way from your use of this SG Convenience Online Store Platform.

15. Availability and termination

15.1. We may, in our sole election suspend and modify this SG Convenience Online Store Platform, without notice to you. You agree that we will not be liable to you if we choose to suspend, modify or terminate the SG Convenience Online Store Platform other than for processing any orders made by you prior to such time, to the extent possible.

16. Governing law and jurisdiction

16.1. These Terms and Conditions and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the SG Convenience Online Store Platform will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

16.2. In the event of any dispute arising between us, you hereby consent to the non-exclusive jurisdiction of the South Gauteng High Court of the Republic of South Africa, Johannesburg notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

16.3. These Terms and Conditions do not limit your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

17. Notices

17.1. We select **27 Impala Road, Chislehurst, Sandton, as its address (“Domicilium”)** for the service of all formal notices and legal processes in connection with these Terms and Conditions. We may change this address from time to time by updating these Terms and Conditions.

17.2. You select the delivery address recorded in your order as your Domicilium.

17.3. Any notice given in connection with this Terms and Conditions shall be delivered by hand or courier, to the applicable Domicilium of the party concerned. Any notice or process delivered on any party in connection with any matter or

subject arising out of this Terms and Conditions or any notice shall be deemed to have been delivered if handed to any responsible person at the Domicilium chosen by any party and it shall not be necessary to hand such process or notice to any party personally.

17.4. A notice given as set out above shall be rebuttably presumed to have been duly delivered on the date of its physical delivery.

17.5. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it/him notwithstanding that it was not sent to or delivered at its/his chosen Domicilium citandi et executandi

18. Additional Information

18.1. For the purposes of section 22 (2) of the Electronic Communications Act, you accept that the agreement between us resulting from these Terms and Conditions and any Order placed under them shall be Sandton, Gauteng Province.

19. General

19.1. A certificate issued by the administrator of the SG Convenience Online Store Platform shall constitute prime facie proof of any fact related to the SG Convenience Online Store Platform including but not limited to, which version of these Terms and Conditions govern a particular dispute and the content that was published or functionality which was available on the SG Convenience Online Store Platform at a particular point in time.

19.2. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.

19.3. Any failure on the part of either of us to enforce any right applicable to that party in terms of these Terms and Conditions shall not constitute a waiver of that right.

19.4. If any term or condition contained these Terms and Conditions is declared invalid, the remaining terms and conditions will remain in full force and effect.

19.5. No variation, addition, deletion, or agreed cancellation of these Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

19.6. No indulgence, extension of time, relaxation or latitude which either party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

19.7. These Terms and Conditions contain the whole agreement between you us and no other term, condition, warranty or undertaking is valid, unless recorded in these Terms and Conditions.

20. Returns Policy – Home Buying

SG Convenience strives to provide the best possible service to its customers and has put the appropriate measures in place to ensure all its staff and suppliers are fully aware of, and comply with the Consumer Protection Act. We are committed to operate our business in terms of the requirements of the Consumer Protection Act and our returns policy is aligned therewith.

20.1. A customer's online order and payment receipt is their guarantee.

20.2. Goods will be refunded or exchanged, in accordance with the applicable provisions of the Consumer Protection Act, if the goods were defective, unfit for purpose or failed due to a design or manufacturing flaw. SG Convenience reserves the right to refer returned goods for technical assessment by the manufacturer or authorized service centre.

Customers are required to present their original tax invoice or till slip or other proof of purchase

20.3. Item will only be considered for return if written request is received within 24hrs of delivery

20.4. As with all warranties, certain conditions and exceptions apply:

20.4.1. The manufacturer's warranty will only apply to material defects in the process of manufacturing the goods and will not apply in the following instances:

20.4.1.1. goods that have been altered or physically changed in any way; and

20.4.1.2. A public regulation prohibits such returns for public health reasons.

20.5. Once we have accepted a return and approved a refund, the customer will receive the refund in the same manner as payment was made.

20.6. Perishables and Groceries

20.6.1. No returns/refunds/exchanges on alcohol

20.6.2. Perishable items cannot be returned due to the fact that a customer had a change of mind in respect of the particular purchased item, this is due to public and food safety regulations.

20.7. Returned goods must be:

20.7.1. In its original packaging; and

20.7.2. In its original condition

20.7.3. Certain conditions and exemptions apply:

20.8. No returns will be accepted if:

20.8.1. Goods have been altered in any way; and

20.8.2. There is a health risk attached

20.8.3. Due to public and food safety regulations

Customers may click on the payments@sgconvenience.co.za email address to log a refund or a return query