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www.womoba.co.za



Womoba Pty Ltd T/A Shesha

Returns, Swell Allowance & Recall Policy

1. Returns & Damages

1.1. The Purchaser shall inspect all products upon delivery. Any claims for short deliveries, visible damages, or defects must be notified on the delivery note at the time of delivery and counter-signed by the deliverer. These must be communicated to the seller in writing within 24 hours of delivery with the counter-signed delivery note attached.

1.2. Products that are defective, damaged in transit, or otherwise unsaleable may only be returned with the prior written consent of the Seller.

1.3. The Purchaser shall provide proof of damage or defect to the Seller, including (but not limited to) photographs, delivery notes marked "damaged" at the time of receipt and other evidence as reasonably requested by the Seller.

1.4. All proof must be submitted to the Seller for review and only claims approved in writing by the Seller shall qualify for credit, replacement, or refund.

1.5. Approved returns will, at the Seller's discretion, be credited to the Purchaser's account via an official credit note, replaced with equivalent product, or refunded.

1.6. The Purchaser may not unilaterally deduct any amount from payments due to the Seller in respect of returns or damages. Deductions may only be made upon receipt of a formal credit note issued by the Seller.

1.7. Discretionary Returns:

Retail Customers: Unopened goods that the customer wishes to return may be requested within 30 days of purchase, provided that they are in original, resellable condition (i.e., unopened, with all seals and tamper-proof features intact, and packaging free from dents, soiling, or leakage) ~~provided that they are in resellable condition~~ with at least 90 days remaining before expiry. Return shipping costs shall be borne by the customer. Refunds are subject to a 15% administration and restocking fee.

- Returns may only be initiated after the customer has communicated with the Seller at orders@womoba.co.za and obtained a Return Number. The returned package must clearly reference this Return Number.

- Wholesale / Trade Customers: Returns may only be requested on full, unopened cases with at least 90 days remaining before expiry. Return shipping costs shall be borne by the Purchaser, and refunds are subject to a 15% administration and restocking fee.

1.8. Product Recalls & Safety Notices:

- If the Seller issues a recall or safety notice, the Purchaser shall immediately cease sale and distribution of the affected Products and cooperate fully with the Seller's instructions.

- Remedies for recalled Products may include replacement, refund, or credit, as determined by the Seller.

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shesha[™]
Energy Drink

2. Swell Allowance

2.1. The Parties may enter into a swell allowance agreement at the discretion of the Seller. The Parties acknowledge that, in the ordinary course of trade, a portion of Products may become unsaleable due to breakage, leakage, dented packaging, or other deterioration (collectively, "Swell").

2.2. To account for such occurrences, the Seller may provide the Purchaser with a swell allowance up to a maximum of 1% of the net invoiced value of Product purchased during the relevant period, subject to the following conditions:

- a) The swell allowance shall be considered a discretionary credit extended by the Seller, not an automatic entitlement.
- b) The allowance shall be applied as a credit note against future invoices, at the Seller's sole discretion.
- c) The Purchaser shall maintain records of all Product written off as Swell.
- d) The Purchaser shall submit all proof of Swell to the Seller (including photographic evidence, destruction or write-off records, or other documentation as reasonably requested). Only claims approved in writing by the Seller shall qualify, and only those claims shall result in a credit note being issued.
- e) The allowance shall not apply to Products damaged due to improper handling, negligent storage, wilful misconduct, or non-compliance with the Seller's storage and handling guidelines.
- f) The swell allowance may be reviewed and adjusted periodically by the Seller to reflect actual trade experience.
- g) The Purchaser may not unilaterally deduct any amount from payments due in respect of Swell. Deductions may only be made upon receipt of a formal credit note issued by the Seller.