

General Terms and Conditions of Sale

1. Ownership:

Goods and Services purchased from Be Safe Paramedical cc will remain the property of Be Safe Paramedical cc, until all amounts owing have been settled in full (in accordance with the Purchaser's Account Agreement or upon delivery with COD Accounts)

2. Payment:

- 2.1 Payments received via EFT will have to be cleared in the bank (usually 48 Hours) before delivery of goods will be processed.
- 2.2 All outstanding amounts on an account must be settled within 30 days. A monthly interest rate of 2% will be added to accounts exceeding 60 days and until such time as the account is settled in full.
- 2.3 All accounts with balances outstanding for 90 days or more will be handed over to our attorneys. All legal costs will be borne by the account holder.
- 2.4 All accounts with an outstanding balance for 60 days or more will be suspended and no further purchases will be permitted until the account has been settled in full.
- 2.5 Orders cancelled/returned by the client due to no fault of Be Safe Paramedical will be subject to a 15% handling fee. The customer will be liable for any/all transport costs involved in having the goods returned.

3. Collection and Delivery of Goods:

3.1 General:

For small volume orders (depending on stock availability), goods may be collected at the branches warehouse within 2 hours of placing the order. Clients should contact the branch's warehouse to confirm availability before collection.

3.2 Cape Town Branch Deliveries:

- 3.2.1 Orders must be received by Be Safe Paramedical cc Cape Town before 13:00pm for delivery the following day (dependant on driver's scheduled route for that day).
- 3.2.2 Deliveries are made to the Northern Suburbs (Cape Town) on Monday's, Wednesdays and Fridays and Southern Suburbs (Cape Town) on Tuesdays and Thursdays.
- 3.2.3 For Courier deliveries, orders must be received before 09:00am to be dispatched the same day. Orders received after 09:00am will be dispatched with the courier the day proceeding following confirmed placement of order.
- 3.2.4 A standard delivery fee of R120.00 is applicable to all orders less than R1000.00 (ex VAT) when delivered with our driver. Any outlying areas will be sent with a courier and their rates will apply.

3.3 Johannesburg Branch Deliveries:

- 3.3.1 The Johannesburg branch makes deliveries in the Pretoria area on Tuesdays and Thursdays
- 3.3.2 Deliveries to other suburbs in the Johannesburg area are carried out by a contracted courier. Orders must be received before 12:00pm for the following day delivery by courier (dependant on stock availability) Clients should check with the Johannesburg branch regarding stock availability.

Cape Town – Head Office
58 Promenade Road,
Zandvlei, Muizenberg,
7945
Tel: 021 788 4681
Email: info@be-safe.co.za

Cape Town
Futura 15, Unit 7 and 9, Bark Road
Steenberg, 7945
Tel: 021 701 0550
Email: info@be-safe.co.za
SAHPRA Licence Number:
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Johannesburg
Unit 2, 1466 Vlootboot Street
Laser Park, Honeydew, JHB,
2170
Tel: 011 794 7476
Email: chris@be-safe.co.za
SAHPRA Licence Number:
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Kwa-Zulu Natal
2 Monaco Place, Westmead
Ext
Pinetown, 3610
Tel: 031 702 3219
Email: durban@be-safe.co.za
SAHPRA Licence Number:
00000299MD

3.3.3 A standard delivery fee of R120.00 is applicable when delivered with our driver. Any outlying areas will be sent with a courier and their rates will apply.

3.4 Durban Branch Deliveries:

3.4.1 Orders for delivery on the same day need to be submitted before 09:00am and are subject to stock availability.

3.4.2 Deliveries are made to Phoenix, Umhlanga, Durban North and River Horse Valley on Mondays and Wednesdays. Amanzimtoti, Chatsworth, Mobeni, Bluff, Berea and Town Centre on Tuesdays and Thursdays and Pinetown on Fridays. Our delivery van is also available for deliveries in the following areas on a daily basis, Pinetown, Hillcrest, New Germany, Queensburgh and Westville.

3.4.3 A standard delivery fee of R120.00 is applicable to all orders less than R1000.00 (ex VAT) when delivered with our driver. Any outlying areas will be sent with a courier and their rates will apply.

4. Returns Policy:

This returns policy applies to all Be Safe Paramedical cc products, excluding products that fall under our CritiCare® Jump Bag Limited Lifetime Warranty.

Consumer Protection Act: Be Safe Paramedical cc endeavours to comply 100% with the South African Consumer Protection Act. Should any problem arise, please communicate with us immediately. Any problems need to be brought to our attention in writing within 5 business days of delivery. If this is not done, we will assume that you are happy with the product (s) received. In the case of a factory defect as indicated by our warranty, we will either repair the product or replace it (T's & C's applicable) if a repair is not possible.

1. The Act permits returns within the first 6 months in the following circumstances:

1.1 Where goods have been incorrectly supplied. An example of this is where a Client orders goods and receives goods that are substantially different from what was ordered. Be Safe Paramedical cc will uplift the incorrect goods and have the correct goods delivered. Delivery costs from and to the Client will be covered by Be Safe Paramedical cc.

1.2 Where the goods sold are materially defective. Materially defective means that the goods are not suitable for the purposes for which they are made or designed and that the defect affects the usage of the item. Be Safe Paramedical cc reserves the right to inspect the goods once they have been returned before offering the Client recourse on the matter, which will include;

- A full refund where the goods are found to be materially defective, or
- A credit to the value of the goods, or
- A replacement of the goods

1.3 If good are purchased via our Online Store, they may be returned within 5 working days, following the "cooling off" period referenced in the Consumer Protection Act. Be Safe Paramedical cc will however only accept such returns if the goods are in their original packaging, the goods are unused and the Client is able to provide a valid, dated proof of purchase.

Refund payments back to the client's account will take 7-14 working days from the time the refund has been approved and stock returned at the Client's cost to the nearest Be Safe Paramedical cc branch.

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Please note that all requests for a refund or credit must be accompanied by a completed Credit Request Form (F-04-04-09) when the request is submitted to Be Safe Paramedical cc.

2. Be Safe Paramedical cc will not accept returns or exchanges in the following circumstances:

- 2.1** The Consumer Protection Act specifically excludes 'buyer's remorse' as a reason for returning goods and Be Safe Paramedical cc reserves the right to reject returns that are sought because the Client has 'changed his/her mind' or no longer wants the item after the purchase has been made. If the request is entertained, the Client may be subject to a handling fee (see clause 3.2). The customer will be liable for any/all transport costs involved in having the goods returned.
- 2.2** Where the goods have been damaged due to ordinary wear and tear or worn out in the ordinary course of use.
- 2.3** Where the goods have been purchased from another retailer/wholesaler and not directly from Be Safe Paramedical cc.
- 2.4** Where the goods fall into one of the following categories:
- Goods that have been personalised or custom made
 - Goods that have been specifically ordered in for the Client and are not a standard stock item
 - Goods that may pose a health or safety hazard if returned or reused
- 2.5** Where the goods have been wilfully damaged or have been damaged by the gross negligence of the Client.
- 2.6** Where the goods have been damaged by Force Majeure, or an act of God such as inclement weather, natural disaster, power failure, electrical surges or circumstances outside of Be Safe Paramedical cc's control.
- 2.7** Be Safe Paramedical cc reserves the right to hold the Client liable for the delivery charges in the event of one or more of the above circumstances being the reason for return of the goods.
- 2.8** Be Safe Paramedical cc **will charge a 15% handling fee** (of the total value of the purchase) on all cancelled orders, where the Client has ordered the incorrect product or has cancelled an order for any reason not covered under clauses 1.1 to 1.3. The customer will be liable for any/all transport costs involved in having the goods returned.

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