
Cashbuild Online Terms and Conditions

Cashbuild (South Africa) (Pty) Ltd would like to welcome you to its website. Please take a moment to read these online terms and conditions, including our policies, to understand how they apply to you, our customer, your use of our website and any products or services that you may order online.

1. INTRODUCTION

- 1.1. These Terms constitute a valid and binding agreement between you and Cashbuild relating to your access and use of our website. Each time you access the website you agree to be bound by the version of the Terms posted on the website at the time.
- 1.2. You are advised to regularly check these Terms for any amendments.
- 1.3. By accessing the Website and/or registering on the Website, you agree that you have read and understand these Terms and agree to be bound by them without any modification by you.
- 1.4. In accessing and using the Website, you represent and warrant that you are 18 years or older and have the capacity to enter into a binding contract with us. No transaction will be concluded between Cashbuild and a person under the age of 18, unless written consent thereto is received by Cashbuild from a parent or legal guardian of the minor. Cashbuild, therefore, reserves it's Right to request proof of identity before concluding any transaction. Your continued use of this website confirms that you are 18 years old or older.
- 1.5. In line with the Film and Publication Board Act 3 of 2009 (FPB) as amended; to intensify the efforts to protect children from harmful images within the media, including films, exhibitions, games, the internet and other publications, this website is not targeted at children under the age of eighteen (18) and Cashbuild will not knowingly collect information from users in this age group.
- 1.6. These Terms also apply when you, as a customer, purchase any product(s) or service(s) from Cashbuild in respect of the supply of building material and/or other product(s) or service(s) via www.cashbuild.co.za within South Africa and constitutes a valid and binding agreement between you and Cashbuild.

- 1.7. These Terms govern the order, payment and delivery of the product(s) you ordered on our website, as the Customer.
- 1.8. The Cashbuild Online Platform is only available to Cashbuild customers within South Africa. Therefore, these Terms are governed by and interpreted according to the laws of the Republic of South Africa without giving effect to any principles of conflict of law.
- 1.9. No provision in these Terms is to be interpreted or construed as excluding or waiving any rights which you may have in terms of the ECTA (Electronic Communications and Transactions Act, No. 25 of 2002), the CPA (Consumer Protection Act, No. 68 of 2008), or any other applicable laws as such Acts may be amended from time to time.
- 1.10. We utilise a payment system that is sufficiently secure with reference to accepted technological standards at the time of the transaction and the type of transaction concerned. If we fail to do so, you may exercise your rights in terms of s43(6) of ECTA.

2. DEFINITIONS

- 2.1. Cashbuild means Cashbuild (South Africa) (Pty) Ltd (Reg No: 1949/033566/07).
- 2.2. Cashbuild Online refers to the Cashbuild website at www.cashbuild.co.za
- 2.3. CPA means the Consumer Protection Act, No. 68 of 2008.
- 2.4. ECTA means the Electronic Communications and Transactions Act, No. 25 of 2002.
- 2.5. Online Customer or Customer(s) means a customer placing and paying for an order using the platform www.cashbuild.co.za.
- 2.6. Orders means Basket of product(s) selected for purchase by the Online Customer.
- 2.7. PAIA means the Promotion of Access to Information Act, No. 2 of 2000.
- 2.8. POPI Act means the Protection of Personal Information Act, No. 4 of 2013.
- 2.9. Product(s) means any product being sold by Cashbuild to our customers instore or online.
- 2.10. Terms means these general terms and conditions which may be amended by Cashbuild from time to time.
- 2.11. You and Your means the customer of Cashbuild.
- 2.12. We and us means Cashbuild.
- 2.13. Website means www.cashbuild.co.za.

- 2.14. E&OE means Errors and Omissions Excepted, a disclaimer that notifies the customer that, without prejudice, a price list, product description, or other document may contain mistakes or may not include some details.
- 2.15. Working Days means days of the week when Cashbuild Head office employees are at work, Monday-Friday, excluding public holidays.
- 2.16. Business Days means days of the week when Cashbuild stores are open and conducting transactions.

3. PERSONAL INFORMATION

- 3.1. Cashbuild shall take reasonable steps to protect your personal information. We may collect and process your personal information (as defined in the POPI Act). In certain circumstances, submission of your personal information may be necessary to enable you to purchase product(s) or access our website.
- 3.2. Customer privacy is important to us, and we undertake not to use or share your personal information, unless for purposes relating to your order or services we offer on the website. Your personal information from or shared with our affiliates and/or business partners will be utilised to improve the products, services and offerings provided to you by ourselves, and we have agreements in place to ensure that they comply with these privacy terms.
- 3.3. You warrant that the personal information which you submit is accurate, current and complete. You will be denied access to our website should you breach this warranty or subsequently be found to have breached this warranty.

4. COOKIES

- 4.1. Cashbuild might use cookies and other techniques such as web beacons when you visit our website(s).
- 4.2. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your web browser that enables the site or service providers' systems to recognize your browser and capture and remember certain information.
- 4.3. We use cookies to help us remember and process the items in your shopping cart and understand and save your preferences for future visits.

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- 4.4. Cookies do not act maliciously on computer systems. They cannot be used to spread malware or viruses nor access your hard drive. This does not mean that cookies are not relevant to your privacy and anonymity on the internet.
 - 4.5. By accepting the cookie option when accessing the website, you agree to our Privacy Policy and Disclaimer. If you choose not to accept cookies, this may disable some of the features of our website.
 - 4.6. You can opt out of “cookies” after you have accepted or alternatively opt in after you have declined their use initially.

5. **WHOLE AGREEMENT**

- 5.1. You agree that you are bound by these Terms.
- 5.2. Any data messages that are sent by you, to us, from any device normally used or owned by you, will be deemed to have been sent by you and/or authorised by you personally.
- 5.3. Electronic signatures, and/or authentication may be required for valid electronic communication between you and Cashbuild.
- 5.4. There shall be no waiver, extension of time or relaxation of any of the provisions of these Terms, which we may show, grant or allow you shall operate as an estoppel against us in respect of our rights under these Terms nor shall it constitute a waiver by us of any of our rights against you which may have arisen in the past or which might arise in the future.
- 5.5. These Terms do not establish or create any partnership, agency, or joint venture between the customer and Cashbuild. The customer is not allowed to present themselves as a partner, agent, or in a joint venture with Cashbuild.

6. **PRODUCT AND SERVICES**

- 6.1. A sales order will only be deemed as completed once you have completed the purchase cycle, an approved payment/order confirmation is received, and delivery has taken place. We will confirm your purchase order with you via your specified email address. By placing product(s) in your shopping cart or adding product(s) to a wish-list does not make up a sale nor are such product(s), its price nor its quantities reserved. If you complete the purchase cycle for such product(s) at a later stage,

Cashbuild cannot be held liable to honour any price changes or availability of such product(s).

- 6.2. Cashbuild agrees to supply product(s) to Online Customers in terms of this agreement, with effect from the date that the payment is received for an Online order.
- 6.3. While we use our best endeavours to ensure accuracy of the website, images representing the many products, features, descriptions, and specifications errors may occur, E&OE.
- 6.4. While we use our best endeavours to ensure that the images representing the many products, the features, descriptions, specifications and supplier variations, the colour and look of the product may vary slightly from store to store and from time to time. We do confirm that despite the slight variance, the product is of the same quality as the image depicted online. We have made every effort to display as accurately as possible the colours and images of the products that appear on the website but cannot guarantee that what you see is an exact representation of the product(s) purchased.
- 6.5. The appearance of products on our website may vary depending on the device or screen settings you are using to view them. Although we aim to provide accurate representations of the items, variations in colour, size, and image quality may occur due to differences in screen settings.
- 6.6. You are responsible to ensure that the product received by you is the correct product as selected or ordered. If the product(s) is incorrect or damaged upon delivery, please do not accept the incorrect or damaged product(s), instead reject the delivery and have the delivery contractor return with the product(s). Kindly indicate on the delivery invoice the product(s) that were incorrect or damaged as well as the quantity. This must be countersigned by the delivery contractor. Please do this on both copies of the tax invoice and retain one copy of the invoice. If you have accepted the delivery, and then realize after delivery that any of the product(s) are defective, please contact us immediately during office hours or email us at cashbuildonline@cashbuild.co.za.
- 6.7. If you are not satisfied with the product(s) that you have purchased, you may return it to us, subject to the returns and refund provisions in these Terms.
- 6.8. If you are not satisfied with the services performed by us, please contact us and we will do our best to remedy any issues.

- 6.9. We reserve the right to discontinue or change the specifications of our products and services from time to time without notice.
- 6.10. Cashbuild shall use reasonable attempts to make the advertised stock available at the displayed price, for the period specified. In the event of running out of stock on the expressed stock limits, Cashbuild may limit the number of sale product(s) per customer. However, Cashbuild strives to ensure that we minimise out-of-stock situations and will take all reasonable measures to make your purchased product(s) available at the advertised price.
- 6.11. In the unlikely event Cashbuild is unable to perform in terms of this agreement on the grounds that the product(s) or services ordered are unavailable, we will immediately notify you of this fact and make alternative arrangements as agreed with the customer.

7. ONLINE PURCHASES

- 7.1. To order products online, you may either register a profile or shop as a guest. While registration is not required to make a purchase, some information will be required to complete your order. Registering does not obligate you to order any products.
- 7.2. Registered online customers will have additional features made available to them.
- 7.3. If you choose to register, you will need to select a username and password, which will be required each time you shop online. You are responsible for keeping your login credentials secure and must not share them with anyone. Only authorized users may access their own profiles, and we accept no liability for any loss or damage resulting from unauthorized use thereof.
- 7.4. Guest users may check out without creating an account but must still provide accurate information. Whether shopping as a registered user or guest, all purchases remain subject to our terms and conditions.
- 7.5. Product stock is subject to availability.
- 7.6. To ensure correct pricing and stock levels, it is important to select the closest store to your delivery address. If unsure, please refer to the Cashbuild store list and store locator maps provided online.
- 7.7. All prices shown on our website are quoted in South African Rand (ZAR) and are valid only in the Republic of South Africa.

- 7.8. All prices displayed include VAT as prescribed in the Republic of South Africa.
- 7.9. Online product prices are valid for online purchases ONLY and may differ from instore prices.
- 7.10. Upon your order completion and payment confirmation you will receive an E-mail with your Cashbuild Online order number.
- 7.11. Your Cashbuild Online Tax Invoice will accompany your purchased product(s).

8. ONLINE PURCHASE CANCELLATION

- 8.1. You are entitled to cancel without reason and without penalty any transaction and any related credit agreement for the supply-
 - 8.1.1. of product(s) within seven days after the date of receipt of the product(s); or
 - 8.1.2. of services within seven days after the date of conclusion of the agreement.
 - 8.1.3. The only cost that Cashbuild will charge in this situation is the cost of returning the product(s) delivered.
- 8.2. In addition to the above, if for any reason you would like to cancel an order before delivery, please inform us within 24 hours of placing your order.
- 8.3. You may contact us on our share call number on 0860 100 582 to reach your closest Cashbuild store or alternatively our Support Office on +27 11 248 1500 during office hours or send an email to cashbuildonline@cashbuild.co.za.
- 8.4. Delivery and Handling fees are non-refundable.

9. DEALING WITH THIRD PARTIES

- 9.1. Links to and from the website from and to other websites belonging to or operated by third parties do not constitute our endorsement of such third-party websites or their contents nor do we necessarily associate ourselves with their owners or operators. You are solely responsible for identifying and familiarising yourself with any terms and conditions which will govern your relationship with such third party/ies.
- 9.2. We have no control over third party websites and you agree that we are not responsible or liable for any content, information, product(s) or

services available on or through any such third party websites or for any damages or any other loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, information, product(s) or services on or through any such third party websites. You further agree that when you access third party websites, you do so entirely at your own risk.

10. ONLINE PAYMENT OPTIONS

- 10.1. Full payment for product(s) purchased by you must be made before Cashbuild will deliver the product(s).
- 10.2. Online purchases must be paid via Visa or Mastercard card or other listed payment options made available on the website, you may select your preference on the checkout page.

11. DELIVERY OF PRODUCTS PURCHASED ONLINE

- 11.1. We will deliver any product(s) ordered throughout the Republic of South Africa.
 - 11.1.1. Kindly note that instances may occur where deliveries fall outside of Cashbuild's delivery capability.
 - 11.1.2. Delivery and Handling fees may be applicable and will be reflected upon check out.
- 11.2. We deliver within two (2) to five (5) working days to the designated delivery address. Please note that for bricks and cement, due to their bulk nature and handling requirements, delivery within this timeframe cannot always be guaranteed.
- 11.3. Cashbuild delivers, Monday to Saturday. There are no deliveries on Sundays and Public Holidays unless exceptions are communicated.
- 11.4. We make use of third-party delivery contractors to deliver all product(s) and, as such, the delivery process is not entirely within our control. However, we use our best endeavours to ensure that product(s) are delivered within the stated timeframe.
- 11.5. Off-loading Zones: The delivery team will offload to a maximum of 2 meters either side of the truck.
- 11.6. Out of stock delays will be communicated with you and will be delivered without unjustified delay when available.

- 11.7. Only the registered customer or a nominated person may check and sign for product(s) delivered. If the customer is not available at the appointed date and time, the truck will return to the store with the stock, at the customer's expense.
- 11.8. If the product(s) are incorrect or damaged upon delivery, please do not accept the delivery, instead have the same delivery contractor return it. Kindly indicate on the delivery invoice the product(s) that were incorrect or damaged as well as the quantity. This must be countersigned by the delivery driver. Please do this on both copies of the tax invoice and retain one copy of the invoice. If you have accepted the delivery, and then realize after delivery that any of the product(s) are defective, please contact us immediately during office hours or email us at cashbuildonline@cashbuild.co.za.
- 11.9. Kindly note that depending on the size of your order, you may be subject to more than one delivery. The tax invoice should mirror the order delivered.

12. SELECTION OF FULFILMENT STORE

It is mandatory for customers to select a Cashbuild store closest to their delivery address when placing an order. Each store delivers only within its allocated delivery area and will not cross into another store's delivery zone. The stock availability and pricing displayed on our website are determined by the store you select, therefore, is assigned to fulfil your order, which must be the closest store to your delivery address. Post Payment and Order Creation - if an incorrect store was selected (store is far from the delivery address), your order will be flagged and you will be notified of your options to either cancel the order or if delivery can be arranged, the additional delivery fee applicable. If no delivery option is available from the selected store, the order may be cancelled either by Cashbuild or by the customer upon notification, in such cases, the Refund Policy will apply. To avoid any issues, please refer to the Cashbuild store list and maps to ensure you select the closest store to your delivery address before completing your order.

13. ONLINE DELIVERY STATUS

We have the following Delivery statuses that indicate the status of your order

- 13.1. Full Order On Its Way – The total order is on its way to you.
- 13.2. Partial Order On Its Way – Part of the order has been dispatched for delivery, there may be various partial deliveries planned dependent on the size of your order.
- 13.3. Order Delivered – Fully completed Order has been Delivered.
- 13.4. Delivery Rescheduled – We may have had some trouble en-route, or no one was home to receive your order, we will take the order back to the Cashbuild store and attempt deliver the next working day.
- 13.5. Order Cancelled – You no longer require the order. If your order has not been dispatched for delivery you are eligible for a full refund. If your order however has been dispatched the delivery fee will not be refunded. To request a refund email, us at cashbuildonline@cashbuild.co.za.

14. ONLINE COLLECTIONS

Cashbuild does not offer collection for products ordered online. However, if alternative arrangements are required, please contact the store where your order was placed. Only the customer who placed the order will be permitted to collect it. The customer must present proof of purchase (email order confirmation) and valid identification when collecting the order.

15. ONLINE DELIVERY AND HANDLING FEES

15.1. DELIVERY FEES

- 15.1.1. A delivery charge is applicable and will depend on the distance from the customer selected Cashbuild store to the customer provided delivery address.
- 15.1.2. Orders below R650 in invoice value that fall within the free delivery zone are subject to a R100 delivery surcharge.
- 15.1.3. Additional delivery cost will be applicable for deliveries outside of our delivery zones. Therefore, orders outside our delivery zones will not be processed, and will be subject to a delivery quotation. You will be prompted of this scenario upon your check out.

- 15.1.4. Instances may occur where deliveries fall outside of Cashbuild's delivery capability. In these cases your order will not be processed. You will be prompted of this scenario upon your check out.
- 15.1.5. Customers must ensure that their delivery location is pinned correctly at checkout. If the location is incorrectly pinned (e.g., linked incorrectly to avoid delivery fees), the order will be cancelled, the customer will be required to pay the correct delivery fee before order is processed. The total delivery fee will reflect in your check out.
- 15.1.6. Delivery fees are non-refundable.

15.2. HANDLING FEES

- 15.2.1. Bricks, Blocks, Roof Tiles and Cement will incur additional handling fees. These handling fees are to ensure effective and more efficient offloading of these materials at the delivery address / site.
- 15.2.2. The handling fees are charged in addition to the delivery fee and is based on the quantity ordered by the customer.
- 15.2.3. The total handling fee will reflect in your check out.
- 15.2.4. Handling fees are non-refundable.

16. REFUNDS, RETURNS AND/OR EXCHANGES

- 16.1. Products that are defective, or not suitable for the intended purpose for which it was purchased (provided the consumer has specifically informed Cashbuild of the particular purpose for which they wish to acquire the product (s) concerned) may be returned to us within 3 months from the date of receipt of the purchased product for a refund or an exchange.
 - 16.1.1. You may return any product in good condition to your nearest Cashbuild store for a refund or an exchange consideration provided that:
 - 16.1.2. you present the original proof of purchase / online tax invoice at store.
 - 16.1.3. the product purchased is unused.
 - 16.1.4. the product purchased is in its original packaging.
 - 16.1.5. the product purchased is in a sellable condition.
- 16.2. Products that have been altered contrary to the instructions, purposefully damaged, or tampered cannot be refunded or exchanged.

- 16.3. Refunds can only be processed once we have received confirmation from Operations that the goods have been returned.
- 16.4. All Refunds are processed through the selected service provider.
- 16.5. Refunds may take up to 10 working days to reflect in your bank account.
- 16.6. A bank account confirmation document will be required to be completed so that your account details may be verified, and we may require confirmation of your identity to confirm we are paying the money to the corresponding account holder.
- 16.7. No Cash or Credit Refunds will be authorised.
- 16.8. In terms of industry standards there is a 5% breakage allowable for deliveries on Concrete tiles and Bricks.

17. GENERAL ENQUIRIES

17.1. WhatsApp Enquiries:

We at Cashbuild Online believe in personal interaction, therefore, you may contact us through WhatsApp by clicking on the WhatsApp icon on our website or by using the number +2773 507 5308 between 8am and 5pm, Monday to Friday (Excluding public Holidays and weekends).

17.2. Other Enquiries:

You may contact us on our share call number on 0860 100 582 to reach your closest Cashbuild store or alternatively our Support Office on +27 11 248 1500 during office hours.

17.3. Email Enquiries:

Email us at cashbuildonline@cashbuild.co.za we will respond to all emails between 8am and 5pm Monday to Friday. (Excluding public Holidays and weekends).

18. LIMITATION OF LIABILITY

- 18.1. We are not liable for any damage to you or your property that occurs while you are on our premises or in our stores, including during the collection of goods, unless caused by our gross negligence.
- 18.2. We are not liable for any damage to you or your property that occurs while delivering goods to your premises, including during entry and offloading, unless caused by our gross negligence.
- 18.3. By placing an order with Cashbuild, you acknowledge that you are allowing Cashbuild representative's entry to your property.

- 18.4. Where we have been grossly negligent, you will have no claim against any employee, director, or other party related to Cashbuild directly and personally responsible for such gross negligence. Your only possible claim is against Cashbuild directly.

19. BREACH

- 19.1. If you breach any provision of these Terms, Cashbuild reserves the right to terminate or suspend any relationship that exists between you and Cashbuild, and / or prohibit access to Cashbuild Premises/ website, and / or take the appropriate legal action to recover any loss.
- 19.2. Neither party will be liable for breach of any of these Terms if a breach/ non-performance is due to any matter beyond the control of the respective party. This includes but is not limited to, fire, natural disasters, acts of God, strikes, lock-outs, wars, riots, civil commotion, government intervention, or an explosion. Cashbuild undertakes to refund all moneys paid by the consumer within 30 days of notifying the consumer of the reason for the non-performance.

20. COMPLAINTS PROCESS

- 20.1. If you are of the view that your rights have been infringed in any way, or that we have not kept to our promises in these Terms, you may address a complaint to us by emailing cashbuildonline@cashbuild.co.za or calling us directly on +27 11 248 1500.
- 20.2. When logging your complaint, please include as much information as possible which may be of assistance in resolving the problem. In particular, please provide us with the following:
- 20.2.1. your full names, address and contact details.
 - 20.2.2. set out the circumstances and facts that gave rise to the alleged infringement/issue.
 - 20.2.3. the remedial action you would like us to take to remedy the alleged infringement/issue.
 - 20.2.4. a statement that the information provided is to the best of your knowledge true and correct.
 - 20.2.5. a statement that the complainant is acting in good faith.
 - 20.2.6. please quote any purchase order/reference number allocated to you in respect of the said complaint.

- 20.3. We will investigate the complaint/s which comply with these requirements and take appropriate action to remedy the situation.
- 20.4. Should a dispute arise between you and Cashbuild on any matter arising out of these Terms, and the matter is not resolved through the aforementioned process within 7 working days to your satisfaction, then you are at liberty to submit your complaint to the [Consumer Goods and Services Ombuds](#) (CGSO), or any other Ombud with jurisdiction, tribunal or regulatory body as follows:
- 20.4.1. Website: www.cgso.org.za
 - 20.4.2. Email: complaints@cgso.org.za
 - 20.4.3. [Code of Conduct](#)

21. AMENDMENTS OF THE TERMS AND CONDITIONS

Cashbuild may amend these Terms at any time and the amendments will be effective immediately upon publication on the website, therefore the onus is on you as the customer to check the Terms and Conditions.

22. DISCLOSURES REQUIRED IN TERMS OF ECTA

- 22.1. **Full name and legal status:** Cashbuild (South Africa) (Pty) Ltd
(Registration Number 1949/033566/07)
- 22.2. **Physical address:** 2 Handel Road, Ormonde,
Johannesburg, 2091
- 22.3. **Postal address:** P.O. Box 90115, Bertsham,
Johannesburg, 2013
- 22.4. **Telephone number:** +27 (11) 248 1500
- 22.5. **Website address:** www.cashbuild.co.za
- 22.6. **Official email address:** cashbuildonline@cashbuild.co.za

23. GOVERNING LAW AND JURISDICTION

- 23.1. You irrevocably agree that these Terms and Conditions are governed by the law of the Republic of South Africa.
- 23.2. In the event of any dispute, disagreement or claim arising between you, as the customer and Cashbuild, being the parties concerning this agreement, you agree to resolve the dispute as per the complaints process in clause 20.1-20.3 above first. This entails that the one party (complainant) informs the other in writing of the dispute, disagreement or claim to attempt to resolve the dispute within 7 (seven) working days from date of the written notice. If the dispute is not resolved by such negotiation, the complainant shall submit the dispute to a regulator or a court of competent jurisdiction.
- 23.3. Cashbuild and you, as the customer, unconditionally consent and submit to the non-exclusive jurisdiction of the Gauteng Local Division, Johannesburg regarding all matters arising from these Terms. This does not take away any statutory rights that you may have to approach other dispute resolution bodies in terms of the CPA, ECTA or any other applicable law.
- 23.4. You agree that we may bring legal proceedings against you relating to this Agreement in any Magistrate's Court that has jurisdiction, even if the amount of the claim may exceed the jurisdiction of that court. This does not prevent us from bringing legal proceedings in a High Court that has jurisdiction.
- 23.5. Our domicile address where you must deliver all notices and legal process is - 2 Handel Road, Ormonde, Johannesburg, 2091.

24. SEVERABILITY

Any illegal or unenforceable provision of these Terms and Conditions may be severed and the remaining provisions of the Terms and Conditions continue in force.

25. PAIA MANUAL

You may view our PAIA Manual on our website www.cashbuild.co.za.

The Data Subject Access Request process to be followed is as outlined in the PAIA Manual.