

KELP DIVERS RETURNS AND CANCELLATION POLICY

1. PREAMBLE

WHEREAS Kelp Divers is a registered PADI Dive Resort which offers a wide range of scuba diving courses from beginner to advanced as well as a Dive Shop which offers Goods and equipment for Scuba diving needs.

This Returns and Cancellation Policy is applicable to all the Goods and Services provided by Kelp Divers.

The Consumer is responsible to acquaint themselves with the content of Kelp Divers' Service Terms and Conditions which can be found with each Customer Form provided to the Customer by the Service Provider.

2. UNDERTAKINGS

Kelp Divers will in the interest of honesty and transparency act and deal in any transaction entered into by themselves and the Consumer, act fairly and justly.

In light of the above Kelp Divers shall as far as reasonably possible act in accordance with the global standards of retail and well as the professional and ethical standards of its accrediting body.

It is recorded and common cause that Kelp Divers for hygienic and practical reasons cannot accept exchanges of Goods unless damaged or found with manufacturing defects, which are faulty or incorrectly supplied.

Furthermore, and with regard to the Services supplied by Kelp Divers, the Service Provider may request an upfront deposit to reserve your space in respect of the Services provided. The aforementioned is done in safeguard to the economic viability of Kelp Divers in prevention of any misuse of reservations and abuse of its Services and delivery thereof. The aforementioned will also assist the Consumer in following the necessary protocols for cancellation of Services set forth herein.

3. RETURNS AND REFUNDS OF GOODS

3.1 Our policy is only valid for 30 (Thirty) Days. If 30 (Thirty) Days have passed since the purchase of your Goods with Kelp Divers your right to a refund or return of such Goods shall lapse.

3.2 Further to the above provision as contained in paragraph 3.1 and in order to be eligible for a full return or refund the Goods purchased with Kelp Divers must be unused and in so far as reasonably practicable be in its

KELP DIVERS

original packaging and / or in the same condition as delivered to the Consumer by the Service Provider.

3.3 Notwithstanding the above conditions the Consumer also needs to deliver proof of purchase of the Goods to Kelp Divers in order to be considered for a refund and / or return of the Goods.

3.4 Some Goods purchased through Kelp Diver is guaranteed according to the terms and conditions of the manufacturer or its designated South African distributor. The Service Provider does not offer any guarantee on these Goods unless explicitly stated in writing, detailing the exclusions and inclusions of such a guarantee. All guarantees and warranties are subject to the terms of the manufacturer. Manufacturer warranties do not cover the cost of onsite assessments, call-out fees, or any labour costs associated with the guarantee. The Service Provider, at its discretion, may bill the client for any hardware owned by the client that requires replacement or repair under the guarantee.

3.5 To return or have your Goods refunded or exchanged the Goods must be sent to our premises located at Unit 3A, Edgemoed Business Park, Southdale Road, Edgemoed, South Africa 7441.

3.6 Once your Goods have been received and inspected, the Goods will undergo industry standard tests to establish the usability and/ or alleged defects of the Goods. Kelp Divers will be in contact with you to confirm if the return or refund has been approved or rejected.

3.7 If a refund is approved your refund will be processed and the amount shall not exceed 25% of the value of the Goods. The amount agreed upon will be refunded to your nominated bank account via EFT. Administrative Fees may be deducted and / or charged by Kelp Divers.

3.8 If an exchange has been approved, Kelp Divers will be in contact with you to confirm delivery of your similar Goods exchanged. Kelp Divers only exchange and replace Goods which are defective or damaged from inception. The aforementioned is subject to our Goods and guarantees as per Clause 3.4 *supra*.

4. EXEMPTED RETURN / REFUNDABLE GOODS

4.1 Sale items are non-refundable.

4.2 Other exempted Goods that are non refundable are:

4.2.1 Intimate Wear and Goods;

4.2.2 Hazardous materials;

4.2.3 Goods that contain gasses and / or flammable or hazardous gasses.

4.2.4 Goods that have been tampered with;

5. CANCELLATION OF SERVICES

5.1 All services as set out and / or advertised by Kelp Divers on their website or any elected platform from time to time shall be subject hereto.

5.2 All Kelp Divers' Services are subject to an upfront and non-refundable deposit of 60% (Sixty Percent) of the total Service value. The aforementioned deposit shall be made at least 10 (ten) days before delivery of any Service by Kelp Divers to the Consumer.

5.3 The full amount shall become due and payable on the day of delivery of the Service by Kelp Divers. Should the Consumer fail and / or elect to perform and pay the full amount on the due date as aforementioned Kelp Divers has the right to cancel its Service to you and retain the deposit paid to Kelp Divers by the Consumer.

5.4 The Consumer undertakes that the above provisions are reasonable in so far as to curtail the damages incurred by the Kelp Divers as a result of the Consumers non-performance.

6. CANCELLATIONS

We are committed to offering customers the finest cosmetic products available. If the customer feels the products he/she received from us do not meet this expectation, pursuant to the "cooling-off" provisions of the Electronic Communications and Transactions Act, the Consumer has the right to withdraw from the contract, without specifying any reason, **within 7 days** of the date the Goods were received. Goods being returned must be in the original packaging, unused and unopened, in the same condition that they were received.

6.1 Notification of Consumer's intention to exercise the right of cancellation can be done by emailing us at: daniel@kelpdivers.co.za with the Consumers order details, including customer form and the description of the Goods which are being returned.

6.2 Upon exercising the right of cancellation, we undertake to reimburse the customer the full price of the Goods within thirty (30) days of the date of receipt of the cancellation, provided that they are shipped back unused and undamaged, in the original packaging, to the extent that they have been kept and used with all due care and attention.

KELP

6.3 Please note that this provision shall only apply to the Goods provided by Kelp Divers to the Consumer and is not applicable to any Services which shall be governed and regulated by Clause 5 herewith.