**BUILD IT 2U TERMS & CONDITIONS (BUILD IT)**

1. **GENERAL CONDITIONS**
   1. These are the terms and conditions between The SPAR Group Limited (Registration Number 1967/001572/06 trading under the brand “Build it”), its retailers (also trading under the “Build it” brand and who for the purposes of these conditions shall be “Build it”) and the purchaser acquiring goods on the Build it 2U mobile application. SPAR reserves the right to update these Terms at any time and without notice. The obligation remains on the customer to ensure that it is familiar with the latest version of these Terms prior to making any order on the mobile application.
   2. Please take a moment to read these terms and conditions including our policies (“Terms”) to understand how they apply to your use of our mobile application and any products or services that you may order online.
   3. These Terms apply to all purchases ordered online through the Build it 2U mobile application. Please read them carefully and print a copy for future reference. You are required to register with us before placing your first order online. Please click on “Register” to complete the registration form. Registration and/or use of our mobile application constitutes your acceptance and agreement to be bound by the Terms of our mobile application. As Build it is a brand within the SPAR Group, you can sign in with your SPAR account should you already be registered on the SPAR2Umobile application.
   4. After Registration, you will be required to login to the Build it 2U mobile application using your cell number and a one-time-pin. To amend any registration particulars please click on “My Profile” and edit your details.
   5. As part of the registration process, you will be prompted to opt in to receive either SMS or push app notifications.
   6. **The online shopping service may not be available at all Build it stores. The availability of this service at any Build it store is at the sole discretion of Build it and may change without prior notice.**
   7. **All products displayed on the Build it 2U mobile application are subject to availability. We reserve the right to discontinue or change the specifications of our products and services from time to time without notice. We will inform you as soon as possible if any products or services ordered by you are not available. (see clause 3 below regarding stock availability).**
   8. **Orders placed online constitute you offer to purchase subject to these Terms. Your offer is deemed to have been accepted by Build it when you receive confirmation of your order.**
   9. For the purposes of these Terms, days shall only refer to Business Days (being any day other than a Saturday, Sunday or Public Holiday specific to the operating country) and such days shall be calculated by excluding the first day and including the last day.
2. **PAYMENT TYPES**
   1. Pay on Account:
      1. A purchaser with an existing account at a store, that has been verified for online shopping, will be directed to that store’s profile, and from there the store’s online range of products is then available for purchase online. **Fulfilment method is by collection only.**
      2. The full payment will be for the purchaser’s in-store account on collection of the order in-store and ID verification. Account limits & all other account terms and conditions are as per the purchaser’s existing agreement with the Build it store.
   2. Pay Now:
      1. A purchaser paying online with a credit/debit card can choose the delivery or collect in-store fulfilment option. **For delivery, only the store closest to the delivery location inserted will be used.** The defaulted store’s online range of products is then available for purchase online. For collect in-store, a purchaser will have the option to select his/her closest store or to select a desired store from a full list of stores. The selected store’s online range of products is then available for purchase online.
      2. Payment will be effected on acceptance of an order and prior to delivery. By submitting an order, and payment card details, you warrant that you are over the age of 18 (eighteen), are authorized to make payment with the payment card and that there are sufficient funds available to pay for the order.
      3. Cash on delivery is not permitted.
3. **STOCK AVAILABILITY**
   1. Build it cannot always guarantee availability of stock.  Should an item be out of stock, the item will not appear as available to order on the application. Should the item be out of stock at the time of picking the order, the store will contact you and present you with the following options:
   2. To wait until stock arrives. For deliveries, the delivery slot will need to be rescheduled. In the event that the store provides an estimated time which is not acceptable, the order can be cancelled in terms of 3.4 below.
   3. To deliver the stock which has been ordered and is available. The purchaser will be credited for the balance of funds within 5-10 days.
   4. To cancel the order and be refunded for the full amount (which shall be paid between 5-10 days).
4. **DELIVERY**
   1. Our delivery charges are calculated on checkout and are based on the order’s volumetric dimensions and delivery location.
   2. Delivery is subject to the purchaser providing an accurate delivery address.
   3. **Build it cannot be held responsible for inaccurate address details provided and redelivery charges may apply. Build it shall use reasonable endeavours (which may come at an additional cost which shall be a reasonable charge and for the account of the Purchaser) to try and effect delivery in such instances however makes no warranties whatsoever. In addition, the purchaser shall bear all risk in relation to any deliveries attended to by Build it where inaccurate address details are provided.**
   4. Build it offers the delivery service to selected stores and determines the coverage area. Build it may change the delivery coverage area or stores participating in this online service without prior notice but prior to an order being made. The availability of this service in your area may be suspended or terminated at any given time at the sole discretion of Build it.
   5. Build it may (in its sole and absolute discretion) terminate service to a specific purchaser or delivery address in the following situations: -
      1. Conditions that may pose a threat or danger to the driver or any assistant;
      2. Unavailability of a legal parking space;
      3. Excessive distance between the selected store and delivery location;
      4. Unreasonable expectations or procedures beyond the drivers reasonable control that limit access to the delivery location e.g. obstacles, security procedures, no doorbell or intercom, no clearly marked signage to indicate the house number or complex name, etc;
      5. Repeated failed deliveries due to the purchaser not being available within the selected delivery slot;
      6. The recipient taking delivery is under the age of 18 (eighteen years old)
      7. The occurring of any unforeseen circumstances beyond the reasonable control of Build it which render Build it being unable to deliver the purchased goods.
   6. Delivery is subject to the purchaser address location falling within the service coverage area for Build it.
   7. Delivery Slots (being the chosen times for delivery) are displayed based on availability within the service coverage area. A delivery slot is selected on order placement and is linked to the availability of store fulfilment. Products will be scheduled for delivery in the slot selected and any delays will be communicated to the purchaser by the store in the event of any unforeseen circumstances. The Delivery Slot cannot be changed unless agreed to by Build it or the store from which the order is being delivered.
   8. Deliveries will take place on Business Days from 09h00 – 16h00, excluding all public holidays, specific to the operating country.
   9. **When making an order, the customer is required to provide the details relating to any vehicle or entry restriction at the relevant delivery address. This is necessary to enable Build it to ensure a suitable delivery vehicle is used. Notwithstanding the contents of 4.10 below, in event that the customer fails to provide the aforesaid details, it shall indemnify, and hold Build it and its appointed personnel harmless against any claims, losses or damages howsoever caused and howsoever arising.**
   10. **Without detracting from 4.9 above, In undertaking the delivery, neither Build it nor its appointed delivery personnel will be liable for any damages whatsoever and in this regard, the Purchaser shall indemnify and hold Build it and its appointed personnel harmless against any claim, loss, or damages (including any claim for damage to property or injury to person) save for any claims, loss or damages occasioned by the wilful conduct or gross negligence of Build it or its appointed delivery personnel.**
   11. The Order status can be tracked on the Build it 2U mobile application. The driver will be supplied your mobile number only for delivery related communication.
   12. On delivery of the order to the specified address, the purchaser will accept and sign for the order on the driver’s device at the point of delivery. Should no-one be in attendance, the process is as follows:
       1. The driver will return the product/s to the store.
       2. The purchaser will be notified and will have the option to reschedule or cancel the order.
       3. The purchaser needs to select an option within 2 days. Failing that the order will be automatically cancelled, and the full amount of the product/s will be refunded to the purchaser within 5-10 days (the delivery fee will not be refunded).
       4. Should the purchaser choose to cancel the order, the full amount of the product/s will be refunded within 5-10 days. The cost of the delivery fee will not be refunded.
       5. A second failed delivery attempt will result in the order being automatically cancelled, and the full amount of the product/s will be refunded to the purchaser. The cost of the delivery fee will not be refunded.

* 1. Delivery will be made to the main entrance of the delivery address or such other area which Build it (in its sole and absolute discretion) determines is appropriate, and it is the purchaser’s responsibility to ensure adequate arrangements have been made to accept the order. Should delivery be required to the interior of any premises, this will be at the purchaser’s own risk and Build it will not be held liable for any damages or losses that may occur.

1. **ORDERS FOR IN-STORE COLLECTION:**
   1. Orders placed online for collection may be collected from the selected **Build it** store once the purchaser receives notification that the order is ready for collection. Orders will be ready for collection within 2 days of order confirmation. On notification that the order is ready for collection, the purchaser will have five days to collect the order. After five days the order is cancelled, and the purchaser is refunded for the goods (within 5-10 days).
   2. The purchaser is to provide valid identification and confirmation of the order on collection. Please ensure the correct details of the person collecting are included in the order details.
2. **REFUNDS AND RETURNS POLICY**
   1. **Damaged or incorrect Item/s on Delivery or collection (Pay Now Orders)**

**Delivery:**

* + 1. Should the purchaser discover that a product/s is damaged, or incorrect (differs from what was ordered), the purchaser may: either i. Accept the correct/undamaged product/s and reject the damaged/incorrect product on delivery or within 10 days of delivery or ii. reject the entire order on delivery or within 10 days of delivery .
    2. Where goods are rejected at the point of delivery, they shall be returned to the driver who shall log the return on the system. The system will auto-create a return of the rejected products and the purchaser will be refunded for the returned product/s within 5-10 days after the auto-create has been created (such refund shall include the delivery costs except where there has been a partial acceptance delivery)

6.1.3. Where goods are rejected after acceptance of the order, the purchaser

must log a return via the Build it 2U mobile application. The purchaser

will be refunded for the returned product/s within 5-10 days. (such

refund shall include the delivery costs except where there has been a

partial acceptance delivery)

6.1.4. The rejected product/s will be uplifted in terms of the available slot chosen by the purchaser.

**Collection**

6.1.5. Where Goods have been collected, the purchaser shall return the goods

to the store within 10 days and the usual return process applied to that

store will apply.

* 1. **Return of product/s after delivery or collection (Pay Now Orders.**  **General returns not dealt with in 6.1. above):**
     1. Should the purchaser want to return a product after acceptance of the order, either via delivery or collection, the purchaser must:
        1. Submit the product/s for return via the **Build it 2U** mobile application within 10 days of purchase.
        2. The return method is as per the fulfilment method, ie. Delivered items need to be collected by Build it & collected items need to be returned to the relevant Build it store by the purchaser.
        3. Returning to store: All logged items for return must be returned to the store within 5 days from logging the return, after which the return request will be cancelled.
        4. The purchaser will be refunded for the returned products.
        5. The refund can take between 5 to 10 days to appear in the purchaser’s bank account.
        6. Delivery fees will apply for collection from site save for a return contemplated in Section 20 (4) (b) of the of the Consumer Protection Act 68 of 2008.
        7. The purchaser will select an available collection slot via the application.
        8. Should the purchaser not be on site for collection, the purchaser is

given an option to reschedule or cancel the order.

* + - 1. The purchaser needs to action the request within 2 days.
      2. There will be an Automatic cancellation of the return after 2 days of no reply from the purchaser.
      3. A second failed collection attempt will result in the collection being automatically cancelled.
  1. **Return of product/s after collection (Account purchases):**
     1. Should the purchaser want to return (for whatever reason) a product after acceptance of the order, the purchaser must;
        1. Submit the product/s for return via the Build it 2U mobile application within 10 days of purchase.
        2. The purchaser must return the product/s to the Build it store that fulfilled the order within 5 days of logging the return
        3. The purchaser’s in-store account will be credited for the returned products.
  2. **General:**
     1. All goods which are returned must be in the original packaging and in a saleable condition. Refunds are processed as per the original method of payment. No purchaser will have to purchase other goods in lieu of the refund.
     2. Goods sold with an implied warranty of quality may be returned within 6 months of purchase. The purchaser must return the product to the relevant Build it store where the store will then lodge a claim with the manufacturer. All products must be accompanied with proof of purchase.
     3. Certain items, such as loose sand and stone, cannot be returned.

1. **CANCELLATIONS BEFORE DELIVERY**

Should a purchaser wish to cancel prior to Delivery an order he/she must:

* 1. Ensure that the order has not moved into the picking status. If the order is in the ‘planned’ status, the purchaser can select the option to cancel the order. Orders can only be cancelled before picking has started.
  2. Only full order cancellations are permitted. Line-item cancellations are not permitted.
  3. The purchaser will be refunded for the cancelled order.
  4. The refund can take between 5 to 10 days to appear in the purchaser’s bank account.

1. **RISK AND OWNERSHIP**

Risk in the product/s shall pass to the purchaser on delivery.

1. **PROMOTIONS**

In-store promotional deals and specials are not applicable to any product/s displayed on the Build it 2U mobile application. Promotional deals and specials displayed on the Buildit2U application are exclusive to online purchases via the mobile application, and not for in-store purchases.

1. **PRICING**

Product pricing on the Build it 2U mobile application may differ from in-store pricing and between stores.

1. **INADVERTENT ERRORS ON PRICING**

**Build it reserves the right to cancel an order should there be any major discrepancies or errors in pricing on products on the Build it 2U application. While we strive to ensure the accuracy and reliability of the information presented, there may be inadvertent errors which are out of our control.**