

Afrox Product Returns Policy

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Purpose

Purpose

The Product Returns Policy caters for faulty and non-faulty products being returned to Afrox after purchase, taking into consideration the requirements of the Consumer Protection Act 68 of 2008.

Scope

Scope

- CSC Customer Service Advisors;
- CSC Customer Support Advisors;
- Inventory Managers and Unit Managers;
- Distribution
- National Pricing (Validation of pricing);
- Sales team;
- eCommerce team;
- Customer Service Center;
- Central Distribution Center (CDC);
- Outbound Sales;
- Homecare team (CSC);
- Gas and Gears;
- Homecare plants;
- Branches;
- Filling, Operational & Distribution sites;
- Agents;
- Partners;
- Distributors (Consignment and/or others);

Other Afrox departments involved in processing Return documents at Afrox plants.

Review period

The review period for this document is 2 years from the date of last issue.

Definitions and Abbreviations

Term	Definition
CSC	Customer Service Centre
POD	Proof of delivery (POD) is a method to establish the fact that the recipient received the goods sent by the sender. Usually in the form of a document.
LPG	Liquefied Petroleum Gas
Returns Order	<ul style="list-style-type: none">• RE: Returns Order• ZGRE: Gas and Gear Credit Returns• ZGGR: G&G returns only• ZRET: Non-Credit Receipt• FD: Deliv. Free of Charge• ZGGF: G&G Free of charge

Policies and Procedures

Related Policies and Procedures

- [Credit and Debit Note Process \(http://limss.linde.grp/imss_doc/OTC-21-01-ZA_EN/start.htm\)](http://limss.linde.grp/imss_doc/OTC-21-01-ZA_EN/start.htm)(OTC-21-01-ZA)

1. Non-faulty products

Non-Faulty Products

Section 1 applies to non-faulty Afrox products.

1.1 Return of non-faulty Afrox products

Return of non-faulty Afrox products

A "cool-off" period will be applicable for products purchased from Afrox. Afrox will give credit for non-faulty items returned within **ten (10) working days** (except for resellers/distributors or agents, refer to clause 1.1.6) from date of purchase under the following conditions:

- 1) Afrox is satisfied that the gas has not been withdrawn, valve seals are intact and that no contamination has occurred.
- 2) It is a standard Afrox stock item (excludes items 'made to order' or sourced for the customer).
- 3) Equipment and consumable items are returned as new with original packaging or containers undamaged.
- 4) Proof of purchase is required. Where the original sale cannot be traced in the Afrox systems, items will not be refunded.
- 5) All returns will be checked and approved by the authorized Afrox personnel before any credit is given.

Cool off period for resellers/distributors and agents:

- 6) Resellers, Distributors and Agents have an **additional ten (10) working days** after the resale of the goods to an end user. This is to allow for a cool off period which applies to the customer of the reseller/distributor or agent.
- 7) Resellers, Distributors or Agents must supply Afrox with the proof of sale as well as the proof of purchase from Afrox in the event of a return and request for credit. Without these documents (as discussed in clause 1.1.4), the items will not be refunded.
- 8) In addition, if a request for **the collection of goods** is raised by the customer, for goods that do not comply with the requirements of a valid non-faulty return, as indicated in this document, the customer will be charged a **delivery fee**.

Note: No credit will be given for the return of the following products. An exception may be made where an Afrox error can be proven.

- Medical Gases (cannot be put back into circulation);
- Medical Consumables;
- Liquid state cryogenics gases (supplied by means of PCC or Dewar flask);
- Special gas mixtures (where a mixture meets agreed specifications);
- Consumables or any hardgoods/welding products that are no longer in a sealed package;
- Obsolete, Discontinued or Made-To-Order category items;
- Products that have an expiry date;

1.2 Special conditions that apply to non-faulty products

Special conditions that apply to non-faulty products

- 1) Afrox reserves the right to charge a handling fee of **up to 25%** of the invoice value for the return of goods.
Note: The handling fee (HANDLINGFEE) will be deducted from the credit amount due.
- 2) Credits for cheque purchases not returned on the day of purchase will be withheld until the cheque has been cleared by the bank.
- 3) Cash to the maximum value of R500 (excl. Vat) will be refunded upon valid return of goods. Refunds exceeding R500 (excl. Vat) will be refunded by the reimbursement process.
- 4) Credit and Debit card purchases will only be reversed onto the card of purchase.
- 5) Goods purchased on credit will only be refunded to the customer's account.
- 6) Afrox staff must obtain the reasons for the return of the goods and contact details from the customer. Afrox must supply to the customer a proof of return document for all goods returned.
- 7) Rental on cylinders returned within the **ten (10) working day** "cool-off" period will not be credited. Credit will only be passed for the gas contents of the cylinder at the price as indicated on the point of sale document.
- 8) Resellers and distributors cannot process credits on behalf of Afrox. The credit must be settled with their customer within the framework of the Consumer Protection Act 68 of 2008. The terms of this Policy apply to any product returned to Afrox.

2. Faulty Products

Non-Faulty Products

Section 2 applies to faulty products returned by the customer.

2.1 Return of faulty products

Return of faulty products

The customer may return any faulty product within **6 (six) months** of purchase or having accepted delivery thereof (or within such other period as may be specified by Afrox having regard to the nature and properties of the goods concerned), if the goods are:

- not reasonably suitable for the purpose for which they are generally intended,
- defective,
- not reasonably usable and durable,
- if the goods have failed to comply with any applicable standard set out in the Standards Act No 29 of 1993.

Afrox has at its discretion, the right to repair or replace goods or parts thereof which fail (fair wear and tear excepted) because of a defect in Afrox's materials or workmanship.

For the customer to return goods:

- 1) The Customer must provide proof of purchase. Where the original sale cannot be traced in the Afrox systems, items will not be refunded. The receiving agent or Afrox staff must ensure that a CSI (Customer Service Improvement), referenced to the original sales document, has been raised for all faulty product returns.
- 2) Faulty products returned by the customer may not be resold, (Refer to the Disposal of damaged stock process (LIMSS INV-20-03-ZA).
- 3) The return documentation will be determined by the product and reason for return. Refer to the applicable LIMSS chapters for the process.
- 4) If Afrox carries out any repairs, covered under a current warranty or as requested by the customer, Afrox will extend the warranty for a period of 3 months for the item repaired, which period runs from the date of replacement or repair.

2.2 Return of faulty Hardgoods/Welding products

Return of faulty Hardgoods/Welding products

In addition to the requirements of **Clause 2.1**, the following must be adhered to:

- 1) No credit will be processed if Afrox can prove that the goods were not stored, transported or used according to recommendations and instructions provided by Afrox.
- 2) A credit will only be passed once Afrox has confirmed the reason for the fault and found it to be because of a defect in Afrox' materials or workmanship. However, if the fault is not because of a defect in Afrox's materials or workmanship, Afrox has the right to charge the customer for any repair costs plus a handling fee of up to 25% of the sales value of the item.
- 3) All credits processed will be stock and/or financial credits and the customer will be supplied with the replacement goods at the original purchase price.
- 4) Refer to Clause 4.2 (LIMSS chapters) below for clarity on internal processes and procedures, which includes a comprehensive product inclusion and exclusion list that will guide Afrox staff on what approval and action is required.
- 5) Returned goods to a total value of R500 (as per original invoice price) will not be returned to source but will be written off by the plant, unless differently specified in the applicable LiMSS chapter. All write-offs are subject to authorization from the relevant manager as per authority matrix.
- 6) Returned goods above R500 (as per original invoice price) will be returned to the specified plant as per process covered in the applicable LiMSS chapter.

2.3 Return of faulty cylinders

Return of faulty cylinders

In addition to the requirements of **Clause 2.1 & 2.2**, the following must be adhered to:

- 1) All faulty goods will be investigated.
- 2) The customer to be informed that if the investigation concludes that Afrox is not at fault or reason for return is deemed not valid, the customer must be charged for any replacement gas provided and may be charged a handling fee.
- 3) Where the customer requires a replacement: A replacement cylinder can be supplied, but no credit will be processed. An FD or ZGGF (Free of Charge) document will be captured with reference to the original invoice document. The document must be shipped/PGI'd as a full for empty.
- 4) Where the customer does not require a replacement: A stock return note (ZGGR or ZRET) will be processed referencing to the original invoice at a zero price. Subject to the outcome of the CSI and only once Afrox has confirmed that the fault is because of a defect in Afrox' materials or workmanship, can a financial credit be processed.
- 5) No credit will be processed if Afrox can prove that the goods were not stored, transported and used according to recommendations and instructions provided by Afrox.
- 6) All faulty cylinders must be tagged and sent to the supplying plant. The cylinders will be inspected and the outcome communicated to the originator of the CSI as per the CSI protocol.

2.4 Bulk Gases /Pipeline/Manifold

Bulk Gases /Pipeline/Manifold

In some instances, customers purchasing Bulk Gas will request credits. These credits need to be approved by the relevant manager depending on the reason provided by the customer and in line with Afrox's Level of Authority.

Credits will be processed for the following reasons only:

- Contamination/Off spec product delivered;
- Leaking/faulty storage tank or vessel or manifold, (only from the date from which the incident was reported);
- Volume disputes which are approved in line with the LOA and;
- If Afrox is unable to prove supply.

Subject to the terms and conditions or prevailing contractual agreement.

3. Best Commercial Practices

Best Commercial Practices

- 1) The type of credit (transaction codes) will be dependent on:
 - a. The product that is being returned;
 - b. The reason for credit requested and
- 2) Credits should always refer to the original document for traceability.
- 3) Goods return credits may not be processed at a plant level if the products are not physically returned to Afrox.
- 4) Goods returns cannot be used to correct pricing errors or price disputes.

Written approval is required to override any provisions in this policy in line with the Levels of Authority matrix, with reference to Credit Notes and Stock Write Off approval limits. Additional approval is required from the General Manager Sales and Marketing.

References, Forms and Attachments

References

- 4.1 *Levels of Authority* (http://intranet2.linde.grp/en/rbu_africa/articles/corporate_services/company_secretarial/levels_of_authority.html)
- 4.2 Process for the return of Hardgoods and Welding Products (*INV-25-05-ZA* (http://limss.linde.grp/imss_doc/INV-05-02-ZA_EN/Start.htm))
- 4.3 Process for the return of faulty Cylinders (*INV-05-02-ZA* (http://limss.linde.grp/imss_doc/INV-05-02-ZA_EN/Start.htm))

Document Information

About this Document

Version	Date	Author	Quality Reviewer	Approver
1.6	May 2018	Derick Swart	Derick Swart, Corne Coetzee, Dries Grobler, Yvonne Boshoff, Bradley Catterick, Sidney Wales & Leslie Henderson	Silvia Schollenberger, Avril Bothma & Dillan Fernando

Change History

Version	Description of Change
1.6	Converted to LIMSS chapter with minor updated to the document rules

Learning and Assessment Guide

[OTC-21-02-ZA : Afrox Product Returns Policy](#)