PILATES WAREHOUSE

SALES, SPECIAL-ORDER, DELIVERY, RETURNS AND REFUNDS POLICY

Version 3 | 2 November 2026

STATUTORY RIGHTS COME FIRST

This Policy does not exclude, restrict or replace any right or remedy that cannot lawfully be excluded under the Consumer Protection Act 68 of 2008 (CPA), the Electronic Communications and Transactions Act 25 of 2002 (ECTA), or other applicable law. Where applicable law gives the Purchaser a stronger or different right, that law prevails.

A. Order Record

Purchaser / legal entity	_____
Contact person	_____
Quotation / invoice / order number	_____
Order acceptance date	_____
Order classification	In-stock / Standard import / Special-order / Customised
Purchaser status (juristic persons only, clause 1.6): at the date of signing, does the Purchaser's total asset value or annual turnover equal or exceed R2 million?	YES / NO (circle one)
Deposit and payment terms	_____
Commencement Date	_____
Estimated Lead Time	_____
Contractual Longstop Date	_____
Delivery and installation scope	_____
Agreed installation date (clause 9.11)	_____
Storage rate after failed delivery (clause 9.4)	R_____ per item per day
Domicilium (physical address for legal notices)	_____

Custom proof / specification reference	_____
Terms Pack version/date (Sales Policy and Warranty)	_____

A.1 This Policy applies to the order identified above together with the accepted quotation, invoice, written specification, Order and Customisation Approval Record (Appendix A), delivery or installation scope and Limited Equipment Warranty.

1. Purpose, Application and Contract Documents

1.1 This Policy regulates quotations, order acceptance, deposits, payments, stock allocation, Special-Order Goods, Customised Equipment, manufacturing, international shipping, delivery, installation, cancellation, returns and refunds.

1.2 The supplier is Pilates Warehouse (Pty) Ltd, registration number 2024/664635/07 ("Pilates Warehouse", "we", "us" or "our"). The purchaser identified in the Order Record is the "Purchaser" or "you".

1.3 The contract is formed by this Policy, the accepted quotation or invoice, the Order Record, every final written specification or approved proof, the applicable Limited Equipment Warranty and any written variation signed or electronically accepted by both parties.

1.4 If documents conflict, applicable law prevails first, followed by a signed product-specific variation, then the accepted quotation or Order Record for price and product-specific matters, this Policy for sales, delivery, cancellation and returns, and the Limited Equipment Warranty for defects and warranty claims.

1.5 A version issued after an order was concluded does not retrospectively change that order unless the parties agree to the change in writing.

1.6 If the Purchaser is a company, close corporation, partnership, trust or other juristic person, it must state in the Order Record whether, at the date of signing, its total asset value or annual turnover equals or exceeds R2 million (or any other threshold determined under section 6 of the CPA). The Purchaser warrants that this answer is correct and that the signatory made reasonable enquiry before giving it. Pilates Warehouse relies on this answer in administering the order. If the answer is incorrect, the Purchaser is liable for any loss Pilates Warehouse suffers as a result.

1.7 The contract documents listed in clause 1.3 are the entire agreement between the parties for the order. The Purchaser confirms that it has not relied on any statement, image, brochure, social-media post, estimate or representation that is not recorded in those documents.

2. Definitions

Authorised Representative: the director of Pilates Warehouse or a person whom the director has designated in writing to the Purchaser as authorised to bind Pilates Warehouse. No other employee, installer, carrier or agent may vary the contract, give a firm delivery date or waive a right of Pilates Warehouse.

Business Day: a day other than a Saturday, Sunday or South African public holiday.

Commencement Date: the date on which Pilates Warehouse has received the required cleared deposit, the order has been accepted, and every specification, artwork approval, measurement, site detail and other item reasonably required to begin procurement or production has been supplied and approved, as confirmed in the Commencement Notice issued under clause 5.8.

Commencement Notice: the written notice issued by Pilates Warehouse under clause 5.8 confirming the Commencement Date.

Contractual Longstop Date: the latest contractual delivery date stated in the Order Record, as adjusted only by a Purchaser-caused delay, an agreed variation, or a permitted Delay Event extension under clause 6.

Customised Equipment: Equipment procured, manufactured or altered to Purchaser-approved non-standard dimensions, upholstery colour, finish, branding, configuration or product features, including Custom-Branded Equipment.

Custom-Branded Equipment: Equipment printed, engraved, embroidered, plated, labelled or otherwise marked with a Purchaser-supplied or Purchaser-approved logo, trade name, trade mark, slogan, artwork, colour scheme or other identifying material.

Delay Event: an event outside Pilates Warehouse's reasonable control that directly delays manufacture, transport, import, release or delivery, as described in clause 6.

Delivery Date: the date on which Equipment is delivered to the agreed premises, or collected by or for the Purchaser where collection is agreed.

Equipment: every Pilates machine, apparatus, spare part, accessory or other product identified in the order.

Estimated Lead Time: a good-faith planning estimate calculated from the Commencement Date. It is not a fixed or guaranteed delivery date.

In-Stock Equipment: Equipment physically available and allocated to the Purchaser in South Africa when the order is accepted.

Special-Order Goods: goods that Pilates Warehouse is expressly or implicitly required or expected to procure, create or alter specifically to satisfy the Purchaser's requirements, consistently with the CPA definition.

Standard Import Equipment: catalogue Equipment that is not held in stock in South Africa when the order is accepted and is ordered from the manufacturer for the Purchaser's order. Standard Import Equipment ordered specifically to satisfy the Purchaser's order, and not acquired for general stock, is procured to satisfy the Purchaser's requirements and is treated as Special-Order Goods to the extent permitted by law.

Written / in writing: includes a signed document, email, WhatsApp message or other traceable electronic communication that can be retained and reproduced.

3. Quotations, Order Acceptance and Stock Allocation

3.1 A quotation is valid for the period stated on it and is an invitation to place an order. An order is accepted only when Pilates Warehouse confirms acceptance in writing and receives any required cleared deposit.

3.2 Stock, production capacity, supplier availability, freight space and quoted exchange-rate assumptions may change before acceptance. Equipment is not reserved merely because a quotation has been issued.

3.3 After acceptance, the order must be classified as In-Stock, standard import, Special-Order or Customised. An order may contain more than one classification, in which case the relevant provisions apply item by item.

3.4 The Purchaser must check the product model, quantity, dimensions, use classification (home or commercial, as described in the Limited Equipment Warranty), colour, accessories, delivery address, installation scope and price before accepting the order. Pilates Warehouse remains responsible for its own material misdescription or departure from an accepted written specification.

3.5 No oral statement changes an accepted order. A variation is effective only when its scope, price effect and timing effect are recorded in writing by an Authorised Representative and accepted by the Purchaser. A delivery date is a firm date only if it is recorded as a firm date in the Order Record or in a written variation signed by an Authorised Representative; every other date, forecast or statement by any person is an estimate.

3.6 Obvious clerical, calculation or transcription errors must be raised promptly. Neither party may unilaterally change a concluded contract; any correction that affects price, product or timing requires agreement or a lawful cancellation and refund.

4. Price, Deposit, Balance and Ownership

4.1 Every quotation states the VAT-exclusive price, the VAT payable and the VAT-inclusive total. Delivery, off-loading, assembly, installation, travel, stairs, lifting equipment, storage, electrical work, mirrors, flooring and other site work are included only if specifically itemised.

4.2 The required deposit and payment milestones are those stated in the accepted quotation or invoice. A deposit secures stock, procurement, production capacity and supplier commitments; the Purchaser authorises Pilates Warehouse to apply the deposit towards manufacturer, procurement, freight and related commitments for the order. Any deduction on cancellation is determined under clause 8.

4.3 If a balance or required approval is overdue, Pilates Warehouse may pause procurement, dispatch, delivery or installation after notice. The Estimated Lead Time and Contractual Longstop Date move by the period of the Purchaser-caused delay and any reasonable remobilisation period disclosed in writing.

4.4 Ownership of Equipment remains with Pilates Warehouse until the full purchase price and all agreed charges for that Equipment have been paid, to the extent permitted by law. Risk remains allocated in accordance with clause 9 and applicable law. Until ownership passes, the Purchaser must keep the Equipment at the delivery address and insured, may not sell, lease, encumber or remove it, and must immediately notify Pilates Warehouse if a landlord, financier, creditor or other person asserts a right over it. The Purchaser authorises Pilates Warehouse to notify the landlord of the delivery premises, and any other person, of Pilates Warehouse's ownership.

4.5 Pilates Warehouse may not add a material charge that was not agreed. If additional work or cost becomes necessary because of inaccurate Purchaser information, a requested variation, failed delivery, unsafe access or another Purchaser-caused event, the work and charge must be quoted or otherwise disclosed before being incurred where reasonably possible.

4.6 Unless the Order Record records credit terms approved by an Authorised Representative, the full balance and all agreed charges must be paid in cleared funds before the Equipment is released from the port, bonded store or Pilates Warehouse's premises for delivery or collection. Pilates Warehouse is not obliged to dispatch, deliver or install Equipment until payment is received, and any resulting delay is a Purchaser-caused delay.

4.7 Any amount not paid on its due date bears interest at the rate prescribed under the Prescribed Rate of Interest Act 55 of 1975 from the due date until payment in full. No other fee or interest is charged for late or deferred payment.

4.8 Where credit terms are granted to a juristic Purchaser, Pilates Warehouse may require, as a condition of credit, a written suretyship from the Purchaser's directors, members or trustees in a form acceptable to Pilates Warehouse.

4.9 The price of imported Equipment is calculated at the exchange rate stated in the quotation. If, between order acceptance and Pilates Warehouse's final payment to the manufacturer, the rand cost of the foreign-currency amount still payable increases by more than 2%, Pilates Warehouse may increase the unpaid balance by the full amount of that increase by written notice with a supporting calculation. Within 3 Business Days after receiving the notice, the Purchaser may cancel the affected items by written notice, in which case Pilates Warehouse will refund the amounts paid for them, less any loss it suffers because amounts already paid or committed to the manufacturer or freight forwarder for those items cannot be recovered or recouped by resale, to the extent permitted by law. If the Purchaser does not cancel within that period, the adjusted price applies and is payable with the balance. The Purchaser may avoid any adjustment by paying the full price of the imported Equipment on acceptance, in which case the price is fixed.

4.10 Where the Order Record or credit terms approved under clause 4.6 allow the balance, or any part of the price, to be paid on or after installation, that amount is due and payable on the earlier of: (a) the date on which installation is completed; or (b) seven (7) calendar days after the Delivery Date, unless the Order Record states a later date. If installation has not taken place by that date because of a Purchaser-caused delay referred to in clause 9.11, the amount remains payable on that date. The Purchaser may not withhold, defer, reduce or set off any part of it because installation, the opening of its studio or premises, or its intended use of the Equipment has been postponed. Clauses 4.7 and 18.9 apply to any amount not paid when due.

5. Imported and Special-Order Lead Times

PLAN AROUND A RANGE, NOT A VESSEL ETA

Imported and Special-Order Equipment ordinarily has an Estimated Lead Time of 10 to 14 weeks from the Commencement Date, depending on stock, production and freight availability. Do not commit to a studio opening, staff start date, launch campaign or client booking solely on an estimated shipping milestone.

Ask for a separately agreed firm date if timing is commercially critical.

5.1 Unless the Order Record states otherwise, 10 to 14 weeks is a planning estimate and not a warranty or guarantee that delivery will occur by the end of week 14.

5.2 The international supply process may include order confirmation, manufacture or procurement, quality checks, consolidation, export documentation, vessel booking, origin-port handling, ocean freight, transshipment, arrival in South Africa, berthing and off-loading, customs and port release, collection, local transport and delivery scheduling.

5.3 Vessel departure dates, vessel ETAs, transshipment dates, berthing windows, customs-clearance estimates and local delivery forecasts are third-party estimates that can change repeatedly and are not separate contractual delivery promises.

5.4 Unless a different period is stated in the Order Record, the default Contractual Longstop Date for imported or Special-Order Equipment is 18 weeks after the Commencement Date, subject to clause 6. The Estimated Lead Time and the Contractual Longstop Date serve different purposes.

5.5 Pilates Warehouse will use reasonable efforts to progress the order promptly and coordinate with manufacturers, freight forwarders, shipping lines, clearing agents, ports, carriers and installers. Reasonable efforts do not amount to control over those parties or public authorities.

5.6 Pilates Warehouse will provide written updates at meaningful milestones and when it receives a material change to the expected timing. Tracking data is based on information supplied by third parties, may be delayed or corrected, and is provided for information rather than as a guarantee.

5.7 A movement in an Estimated Lead Time or third-party ETA does not, by itself, automatically cancel the order or create a refund right. The Purchaser's remedy for failure to deliver by the Contractual Longstop Date or an agreed firm date is set out in clause 5.9, without limiting any right that cannot lawfully be limited.

5.8 Once the requirements in the definition of Commencement Date are met, Pilates Warehouse will issue a written Commencement Notice stating the Commencement Date. The date stated is final unless the Purchaser disputes it in writing, with reasons, within 3 Business Days after receiving the notice.

5.9 If the Equipment is not delivered by the Contractual Longstop Date, as extended under this Policy, the Purchaser may give written notice requiring delivery. If Pilates Warehouse does not deliver, or confirm a firm delivery date acceptable to the Purchaser, within 10 Business Days after receiving that notice, the Purchaser may cancel the order for the undelivered items only, and Pilates Warehouse will refund all amounts paid for those items within 15 Business Days. To the extent permitted by law, this clause states the Purchaser's remedy for late delivery.

6. Delay Events and International Shipping Disruption

IMPORTANT DELAY ALLOCATION

This clause limits Pilates Warehouse's responsibility for delay caused by events outside its reasonable control. It does not transfer the risk of loss of the Equipment to the Purchaser before the lawful risk-transfer point, permit Pilates Warehouse to retain payment for goods it will never supply, or remove a non-waivable cancellation or refund right.

6.1 Delay Events include, to the extent outside Pilates Warehouse's reasonable control and directly affecting the order:

- typhoons, cyclones, storms, flooding, earthquakes, fire, epidemics, pandemics and other severe weather or natural events;
- factory shutdowns, power restrictions, raw-material shortages, supplier production disruption or export restrictions not caused by Pilates Warehouse;
- shortage of containers or vessel space, booking rollover, blank sailings, route changes, transshipment delay, port omission, grounding, collision, piracy or other maritime disruption;
- war, civil unrest, sanctions, government action, border closure, strikes, labour disruption or security incidents;

- Durban or other port congestion, Transnet berthing or terminal delays, off-loading delays, customs examinations, customs or port-system outages and delayed release of cargo;
- road closures, carrier breakdown, theft in transit or third-party transport disruption; and
- another comparable event that Pilates Warehouse could not reasonably prevent or overcome despite reasonable mitigation.

6.2 Pilates Warehouse must notify the Purchaser within a reasonable time after becoming aware that a Delay Event is likely to materially affect delivery, explain the known cause and provide the best available revised estimate. Silence or lack of new carrier information does not mean that no work is being done.

6.3 Pilates Warehouse must take commercially reasonable mitigation steps, which may include seeking updated bookings, alternative sailings, routes, carriers, release arrangements or delivery dates. It is not required to use air freight, charter transport or another materially more expensive method unless the Purchaser agrees in writing to the additional cost.

6.4 A notified Delay Event extends the Contractual Longstop Date by the actual period of direct delay, up to a maximum of 60 calendar days in aggregate, plus a further 30 calendar days where the affected Equipment had already left the port of origin when the Delay Event occurred. Any further extension requires written agreement. A Purchaser-caused delay or accepted order variation extends the date by the actual delay and reasonable remobilisation period.

6.5 If performance becomes permanently impossible or the relevant goods become unavailable, Pilates Warehouse may offer a materially equivalent substitute, a revised order or cancellation of the affected item. No substitute or additional charge applies without the Purchaser's written agreement. Amounts paid for an affected item that will not be supplied must be refunded within a reasonable period, subject only to a lawful set-off arising from the Purchaser's breach.

6.6 Clause 15 applies to any loss arising from a Delay Event.

7. Special-Order, Customised and Custom-Branded Equipment

7.1 Customised Equipment includes non-standard frame or carriage dimensions, upholstery colour, timber or metal finish, logo, trade name, trade mark, slogan, artwork, engraving, embroidery, printing, labels, plates, configuration, accessories or other Purchaser-specific features.

7.2 Before production or committed procurement, the Purchaser must approve in writing the final applicable specification, including model, quantity, measurements, artwork, spelling, orientation, scale, placement, available colour reference, upholstery, finish and configuration. Approval authorises production and supplier commitments. Pilates Warehouse may refuse to begin production or committed procurement until Appendix A is signed and the final proof is attached.

7.3 The Purchaser is responsible for an error appearing in material or a specification that the Purchaser supplied or approved, unless the finished Equipment materially departs from the approved proof or written specification because of an error by Pilates Warehouse.

7.4 The Purchaser warrants that it owns, or has permission to use, each logo, trade mark, name and artwork supplied, and authorises Pilates Warehouse and its manufacturers to reproduce it only as reasonably required to fulfil the order. To the extent permitted by law, the Purchaser indemnifies Pilates Warehouse against reasonable loss and cost arising from a third-party intellectual-property claim concerning Purchaser-supplied or approved material, except to the extent caused by an unauthorised alteration or use by Pilates Warehouse. Pilates Warehouse must give reasonable notice of a claim and allow reasonable participation in its defence or settlement.

7.5 Screens, photographs, upholstery batches, natural timber, lighting, printing, engraving and manufacturing processes may create minor colour, grain, scale, position or finish variation. A reasonable variation is not non-conformity if the result materially matches the approved proof. An exact Pantone, CMYK, RGB or other measurable match applies only if expressly accepted in writing.

7.6 A requested change after approval is a variation. Pilates Warehouse may decline it if production or procurement has progressed. If accepted, the Purchaser must approve any additional price, wasted cost and revised Estimated Lead Time or Contractual Longstop Date before work continues.

7.7 Because Special-Order and Customised Equipment is procured, created or altered for the Purchaser and may not reasonably be resold at its ordinary price, it may not be cancelled or returned merely because the Purchaser changes its mind once production, branding, alteration or committed procurement has begun.

7.8 Clause 7.7 does not exclude a right relating to defective goods, material misdescription, material failure to follow the approved specification, breach by Pilates Warehouse, failure to meet an agreed contractual delivery obligation where cancellation is legally available, or another non-waivable right.

7.9 If an error by Pilates Warehouse affects only removable branding, upholstery or one component, Pilates Warehouse may offer a lawful and effective remedy directed to that affected part. A localised remediable error does not automatically justify rejection of an otherwise conforming entire machine unless applicable law provides otherwise.

WRITTEN APPROVAL IS ESSENTIAL

Complete Appendix A and attach the final proof for every non-standard or branded order. Verbal descriptions and low-resolution messaging images are not a safe production specification.

8. Cancellation Before Delivery

8.1 A cancellation request must be made in writing and identify the order and affected items. Pilates Warehouse will confirm whether a statutory cancellation right applies or, if not, whether a voluntary cancellation is accepted and what reasonable amount is deductible.

8.2 Where CPA section 17 applies to a standard advance order, the Purchaser may cancel subject to a reasonable cancellation charge. Section 17 does not apply to Special-Order Goods. A reasonable charge is assessed with regard to the nature of the goods, notice given, likelihood of finding another purchaser, industry practice, work performed, non-recoverable commitments and actual loss; it is not an automatic forfeiture of the entire deposit.

8.3 Where a transaction resulted from direct marketing and CPA section 16 applies, the consumer may rescind it within the statutory cooling-off period without reason or penalty, subject to the lawful cost and return rules. Where ECTA section 44 applies to an electronic transaction, its seven-day cooling-off right and direct return-cost rule apply, but that cooling-off right does not apply to goods made to the consumer's specifications or clearly personalised. The ECTA cooling-off right is available only to a consumer who is a natural person.

8.4 Outside a statutory right, a standard-stock cancellation accepted before dispatch may be reduced only by reasonable direct administration, payment-processing, handling, transport, committed supplier cost and proven reduction in value.

8.5 Pilates Warehouse is not obliged to accept cancellation of Special-Order or Customised Equipment for change of mind. If Pilates Warehouse voluntarily accepts cancellation of Special-Order or Customised Equipment after production or committed procurement began, it may deduct reasonable, evidenced amounts for design and administration, non-recoverable supplier payments, raw materials, production, branding, freight commitments, bank or currency costs, work performed and reduction in resale value. Avoided costs and reasonably recoverable value must be credited to the Purchaser.

8.6 Pilates Warehouse will provide a written cancellation calculation on request and refund any balance that remains due. A cancellation charge may not be imposed where prohibited by law or where cancellation results from a material breach by Pilates Warehouse.

9. Delivery, Access, Installation and Risk

9.1 Delivery and installation are provided only to the address and within the scope stated in the accepted order. Dates offered after cargo release remain subject to route planning, carrier and installer availability and reasonable site coordination.

9.2 The Purchaser must provide accurate address and contact details and disclose stairs, narrow doors, passages, lifts, loading restrictions, security procedures, parking limits, fragile floors, restricted hours, building rules and any access condition that may affect safe delivery or installation.

9.3 Before dispatch, the Purchaser must ensure that the site is ready, safe and accessible, with adequate clearance, flooring, lighting and any required electrical supply. Pilates Warehouse may pause work that would be unsafe or materially outside the agreed scope.

9.4 If delivery or installation fails because the Purchaser or authorised recipient is unavailable, refuses conforming Equipment, supplies inaccurate access information or has not prepared the site, the Purchaser is responsible for reasonable failed-delivery, re-delivery and remobilisation costs disclosed before the next attempt, and for storage at the rate stated in the Order Record.

9.5 Where Pilates Warehouse arranges delivery, the Equipment remains at its risk until delivery at the agreed place is accepted, or is deemed accepted under clause 9.9, clause 9.10 or applicable law. Where the Purchaser independently appoints and controls a carrier, risk passes only at the point lawfully agreed in writing. Ownership remains subject to clause 4.4.

9.6 A person present at the premises who reasonably appears authorised may sign the delivery and installation records. Signature confirms receipt and visible condition only; it does not waive a right concerning a latent defect, concealed transit damage or material non-conformity.

9.7 The Purchaser may not relocate, dismantle or permit use of Equipment before an included installation is completed, unless Pilates Warehouse agrees in writing. Damage caused by unauthorised handling is dealt with under the Limited Equipment Warranty.

9.8 Packaging and crates are intended to absorb transport impacts and may show cosmetic marks without the Equipment being damaged. Packaging should be retained until the Equipment has been inspected and any delivery issue recorded.

9.9 If the Purchaser fails to take delivery on a date tendered on reasonable notice, risk in the Equipment passes to the Purchaser from that date and storage is charged from that date. Pilates Warehouse will then give the Purchaser written notice to take delivery within 30 days. Only if the Purchaser does not do so may Pilates Warehouse cancel the order, sell the Equipment and set off its reasonable loss and costs against amounts paid, refunding the balance to the Purchaser, to the extent permitted by law.

9.10 The Purchaser accepts delivery when it signs the delivery or installation record, uses the Equipment for classes, clients or personal training, or retains it for a reasonable time without notifying a rejection. Acceptance does not affect a right concerning a latent defect or a non-waivable right.

9.11 Where installation is included in the order, Pilates Warehouse will agree an installation date with the Purchaser in writing before dispatch. Installation must take place within seven (7) calendar days after the Delivery Date unless the parties agree otherwise in writing. If the Purchaser postpones or cancels the agreed installation, is not ready for it, or installation cannot proceed within that period for any reason within the Purchaser's control or for which it is responsible (including incomplete building, renovation, flooring or electrical work, landlord, permit or access restrictions, the unavailability of an authorised person, or a postponed studio opening), that is a Purchaser-caused delay and: (a) the balance remains payable on the date determined under clause 4.10; (b) the Equipment remains at the Purchaser's risk from the Delivery Date in accordance with clause 9.5, and the Purchaser must keep it indoors, in its packaging, in a dry and secure place and insured until installation; (c) Pilates Warehouse will install on a new date agreed in writing, subject to installer availability and payment of all amounts then due; and (d) where Pilates Warehouse's installers attend and cannot install, or the Purchaser postpones on less than two (2) Business Days' notice, the Purchaser must pay the reasonable re-attendance, travel and remobilisation costs referred to in clause 9.4. If installation is delayed because of Pilates Warehouse, or a Delay Event affecting its installers, the period in clause 4.10(b) is extended by the period of that delay.

10. Delivery Damage, Shortages and Incorrect Goods

10.1 Before signing, the Purchaser should record visible packaging damage, obvious Equipment damage or shortages on the proof-of-delivery document and take clear photographs. Report the issue in writing within five Business Days after delivery.

10.2 Failure to report within five Business Days does not extinguish a non-waivable right, but it may impair the evidence and Pilates Warehouse's ability to recover against the carrier. Hidden damage must be reported as soon as reasonably possible after discovery.

10.3 If transport arranged by Pilates Warehouse caused damage, or Pilates Warehouse delivered an incorrect item or quantity, Pilates Warehouse will manage the carrier or supplier process and provide an appropriate remedy at its cost, subject to inspection and applicable law.

10.4 If the Purchaser arranged or controlled the transport, the Purchaser must pursue the carrier unless the loss was caused by defective packaging or another breach by Pilates Warehouse.

10.5 Cosmetic damage to disposable packaging alone does not entitle the Purchaser to replacement or refund of undamaged, conforming Equipment.

11. Return Rights and Change-of-Mind Returns

DIFFERENT RETURNS HAVE DIFFERENT RULES

A defective-goods return, an online cooling-off return, a direct-marketing cancellation, a return after no opportunity to inspect and a voluntary change-of-mind return are not the same. A deduction or condition applies only where the relevant law or this voluntary policy permits it.

11.1 There is no general automatic right to return correctly supplied, conforming goods merely because the Purchaser changes its mind, except where applicable law creates that right or Pilates Warehouse approves a voluntary return under clause 11.6.

11.2 Where CPA section 20 applies, eligible goods may be returned within 10 Business Days after delivery in the circumstances and on the risk, expense and deduction terms stated in that section, including where the consumer did not have a reasonable opportunity to examine the goods before delivery, received a mixture of goods, or goods supplied for a communicated particular purpose are unsuitable. A section 20 return is not available once the Equipment has, after delivery, been partially or entirely disassembled, physically altered, permanently installed, affixed or attached, other than as necessary to examine it.

11.3 Where ECTA section 44 applies, a consumer may cancel an eligible electronic purchase within seven days after receiving the goods. The consumer bears only the direct cost of return and the statutory refund period applies. This cooling-off right does not apply to goods made to the consumer's specifications or clearly personalised, among the other statutory exclusions. It applies only to a consumer who is a natural person.

11.4 Defective, unsafe or non-conforming goods are governed by clause 13, the Limited Equipment Warranty and applicable law. They are not treated as voluntary change-of-mind returns.

11.5 Special-Order, Customised and Custom-Branded Equipment is not eligible for a voluntary change-of-mind return once production, alteration, branding or committed procurement has begun. This does not affect clause 7.8.

11.6 Pilates Warehouse may approve a voluntary return of eligible standard-stock goods if requested within seven calendar days after delivery and the goods are unused, undamaged, complete and capable of resale. Approval must be given in writing before return. Installed or assembled Equipment, opened hygienic-use accessories, clearance goods and demo or used goods ordinarily do not qualify for this voluntary return unless agreed in writing.

11.7 For a voluntary return under clause 11.6, the Purchaser bears return transport risk and cost. The refund may be reduced by a reasonable restocking amount capped at 20% of the returned item price, reflecting actual administration, inspection, repackaging and reduction in resale value. No restocking amount applies where a statutory return prohibits it or the return is caused by Pilates Warehouse.

12. Return Procedure

12.1 Notify Pilates Warehouse in writing at daniel@pilateswarehouse.co.za or by WhatsApp at +27 82 803 7314, or at another address or number Pilates Warehouse notifies in writing. State the Purchaser name, invoice or order number, item, Delivery Date, reason for return and requested remedy, and attach photographs or video where relevant.

12.2 Pilates Warehouse will confirm the next step, return address or collection arrangement. Sending large Equipment without written coordination may create avoidable loss and does not establish eligibility for a refund.

12.3 Unless the goods were defective, incorrect, damaged in delivery arranged by Pilates Warehouse or another law requires otherwise, the Purchaser must return them securely in their original packaging where reasonably possible, with all components, accessories, manuals and supplied items.

12.4 The party bearing return risk and expense is determined by the reason for return and applicable law. Where Pilates Warehouse bears the risk, it may nominate a reasonable collection method. The Purchaser must provide reasonable access and protect the goods pending collection.

12.5 No person may discard, dismantle, materially alter or dispose of disputed goods or components before the return or assessment process is complete, unless safety requires isolation or Pilates Warehouse authorises disposal in writing.

13. Inspection, Remedies and Refund Processing

13.1 Pilates Warehouse may reasonably inspect returned or disputed goods, request photographs or video, perform remote troubleshooting or arrange an authorised technician. Inspection must not be used to delay a remedy that is clearly due.

13.2 Where CPA sections 55 and 56 apply and goods fail to meet the statutory standards within six months after delivery, the consumer may return them without penalty and at the supplier's risk and expense and may direct repair, replacement or refund, subject to the Act.

13.3 If a defect repaired under the CPA is not remedied, or a further failure, defect or unsafe feature is discovered within three months after the repair, the statutory replacement or refund rule applies where section 56(3) applies.

13.4 Outside a period in which the Purchaser has a mandatory statutory choice, Pilates Warehouse may offer repair, replacement of the affected item or component, a functionally equivalent replacement, credit or refund, acting reasonably and consistently with the Limited Equipment Warranty.

13.5 An approved refund will be made to the original payment method or verified paying account unless law or written agreement requires otherwise. Pilates Warehouse may request reasonable identity and banking verification to prevent fraud.

13.6 Voluntary-return refunds are ordinarily processed within seven to ten Business Days after the goods are received, inspected and the refundable amount is agreed. Statutory refunds will be processed within the period required by law, namely 15 Business Days for a rescission under section 16 of the CPA and 30 days after cancellation under section 44 of ECTA.

13.7 Original delivery, installation, payment-processing or other service charges are refundable only to the extent required by law or where the related service was not provided because of Pilates Warehouse's breach. Any permitted deduction will be itemised on request.

13.8 Pilates Warehouse may set off against any refund any amount that the Purchaser owes it under the contract, to the extent permitted by law.

14. Demo, Used, Refurbished, Clearance and Trade-In Equipment

14.1 The relevant quotation, invoice or condition report must identify the item's status, known usage where available, condition, disclosed defects, missing items, applicable warranty, price adjustment and any agreed return limitation.

14.2 A disclosed and specifically accepted imperfection is not a basis for rejection merely because it remains present. This does not excuse an undisclosed defect, material misdescription or failure to meet an accepted written condition description.

14.3 A voluntary change-of-mind return may be excluded for demo, used, refurbished, clearance, trade-in or commission-sale Equipment where lawfully disclosed. Non-waivable rights remain unaffected.

14.4 A condition report signed or electronically accepted by the Purchaser records that the Purchaser was expressly informed of, and agreed to accept, the Equipment in the specific condition described, as contemplated by section 55(6) of the CPA.

15. Limitation of Liability and Mitigation

PLEASE READ THIS LIMITATION CAREFULLY

This clause limits certain categories of commercial loss. It does not exclude liability that cannot lawfully be excluded, including applicable liability for harm caused by unsafe or defective goods.

15.1 To the maximum extent permitted by law, Pilates Warehouse is not liable for indirect, special or consequential commercial loss, including lost profit, lost revenue, cancelled classes, staff costs, marketing costs, loss of clientele, loss of goodwill or the cost of substitute Equipment arising from a delayed order, cancellation, return or warranty event.

15.2 Nothing in this Policy excludes liability for fraud, wilful misconduct, gross negligence where it may not lawfully be excluded, death, personal injury or property damage for which liability arises under CPA section 61, or another liability that cannot lawfully be limited.

15.3 Each party must take reasonable steps to prevent avoidable loss. The Purchaser should maintain reasonable contingency in opening and booking plans, promptly disclose time-critical requirements, stop using unsafe Equipment and cooperate with reasonable assessment, delivery and mitigation steps.

15.4 Subject to clause 15.2, and to the maximum extent permitted by law, Pilates Warehouse's total aggregate liability arising from or in connection with the order, whether in contract, delict, enrichment or otherwise, is limited to the price paid for the Equipment to which the claim relates.

15.5 The Purchaser indemnifies Pilates Warehouse against claims by third parties, including the Purchaser's clients, instructors and staff, arising from the Purchaser's use, operation, supervision, maintenance, relocation or storage of the Equipment contrary to the user manual, safety notices or the Limited Equipment Warranty, except to the extent caused by a defect in the Equipment or by Pilates Warehouse's own negligence or breach.

15.6 A commercial Purchaser must maintain adequate public liability insurance covering the use of the Equipment by its instructors, staff and clients, and must provide proof of cover on request.

15.7 To the maximum extent permitted by law, the warranties and remedies expressly stated in this Policy and the Limited Equipment Warranty are given in place of all other warranties, conditions and remedies implied by common law, trade usage or otherwise, including the warranty against latent defects, save in the case of fraud or a defect. This clause does not limit any right that the CPA gives a Purchaser to whom it applies.

16. Personal Information

16.1 Pilates Warehouse may process contact, order, payment, delivery, site, equipment and return information to conclude and administer the sale, coordinate manufacturers and logistics providers, prevent fraud, provide safety notices and comply with legal obligations.

16.2 Information will be handled in accordance with applicable data-protection law and shared only where reasonably necessary with manufacturers, payment providers, insurers, freight forwarders, shipping lines, clearing agents, carriers, installers, technicians, professional advisers or authorities involved in the transaction.

16.3 The Purchaser acknowledges that personal information, including names, delivery details and supplied artwork, may be transferred to manufacturers, freight forwarders and service providers outside South Africa where necessary to perform the contract, in accordance with section 72 of the Protection of Personal Information Act 4 of 2013.

16.4 Supplying the information requested in the Order Record is necessary to conclude and perform the contract. The Purchaser may request access to or correction of its personal information, object to processing on reasonable grounds and lodge a complaint with the Information Regulator (https://inforegulator.org.za).

16.5 Pilates Warehouse may send service, safety, recall and product information to the Purchaser.

17. Complaints and Dispute Resolution

17.1 A Purchaser who disputes a delay decision, cancellation calculation, return refusal, deduction or refund should request a written review and provide supporting information. Pilates Warehouse will provide or confirm its written reasons and escalate the matter internally where reasonably possible.

17.2 The parties should attempt in good faith to resolve the dispute within 10 Business Days after escalation. This does not prevent a consumer from approaching the Consumer Goods and Services Ombud, National Consumer Commission, provincial consumer authority or a court with jurisdiction.

17.3 This Policy is governed by the laws of the Republic of South Africa. No clause forces a consumer to waive a statutory forum, remedy or right.

17.4 The Purchaser consents under section 45 of the Magistrates' Courts Act 32 of 1944 to the jurisdiction of the Magistrates' Court for any proceedings arising from the contract. Pilates Warehouse may, at its election, instead institute proceedings in any High Court having jurisdiction. This does not limit a consumer's right to approach any forum available under the CPA.

17.5 A certificate signed by an Authorised Representative stating the amount owed by the Purchaser is prima facie proof of that amount.

17.6 To the extent permitted by law, the Purchaser is liable for the legal costs reasonably incurred by Pilates Warehouse in recovering an overdue amount or enforcing the contract, on the scale as between attorney and own client.

18. General Provisions

18.1 If a clause is invalid or unenforceable, it must be interpreted or severed only to the minimum extent necessary and the remaining clauses continue to operate.

18.2 A delay or failure to enforce a term on one occasion is not a permanent waiver.

18.3 Notices may be delivered to the email address, WhatsApp number or physical address stated in the order. Each party must notify the other of a material change in contact details.

18.4 Electronic acceptance, including signature, email confirmation, a traceable WhatsApp approval or payment following clear presentation of the terms, may evidence acceptance to the extent permitted by law.

18.5 Headings and examples assist reading but do not limit the ordinary meaning of a clause. References to legislation include amendments and replacement legislation.

18.6 Each party chooses the physical address stated in the Order Record (for Pilates Warehouse, its registered address in clause 19) as its domicilium citandi et executandi for the service of legal process.

18.7 The Purchaser may not cede, assign or delegate any right or obligation without Pilates Warehouse's prior written consent. Pilates Warehouse may cede its right to receive payment.

18.8 The person signing for a juristic Purchaser warrants that he or she is duly authorised to bind the Purchaser.

18.9 If the Purchaser breaches any term of the contract, including by failing to pay any amount on its due date: (a) Pilates Warehouse may immediately suspend procurement, production, dispatch, delivery, installation and any other performance until the breach is remedied, and the Estimated Lead Time and Contractual Longstop Date are extended by the period of suspension and any reasonable remobilisation period; and (b) if the Purchaser fails to remedy the breach within seven (7) Business Days after receiving written notice requiring it to do so, Pilates Warehouse may, without prejudice to any other right it has under the contract or at law, and to the extent permitted by law, either claim immediate performance of all the Purchaser's obligations, including payment of all amounts owing under the contract whether or not otherwise due, or cancel the order or any affected items, recover through lawful process any Equipment that it still owns, and set off its reasonable loss, costs and wasted expenditure against amounts paid, refunding any balance to the Purchaser; and in either case claim damages.

18.10 No notice under clause 18.9(b) is required where the breach is incapable of remedy, or where the Purchaser repudiates the contract, is placed in liquidation, sequestration or business rescue, commits an act of insolvency, or makes a compromise or arrangement with its creditors.

18.11 If Pilates Warehouse breaches a material term of the contract, the Purchaser must give written notice specifying the breach and allow Pilates Warehouse seven (7) Business Days, or a longer period that is reasonable given the nature of the breach and the international supply chain, to remedy it. Only if the breach is not remedied within that period may the Purchaser exercise its remedies under this Policy, the Limited Equipment Warranty or applicable law. Where this Policy sets out a specific procedure for a particular matter, such as clause 5.9 for late delivery, that procedure applies instead. This clause does not limit any right that cannot lawfully be limited.

19. Supplier Information

Trading name	Pilates Warehouse
Legal entity	Pilates Warehouse (Pty) Ltd
Company registration	2024/664635/07
VAT number	4600323655
Import/export licence	CU25741199
Registered address	40 Kinfauns Street, Sydenham, Johannesburg, 2192, Gauteng, South Africa
Sole director	Daniel Shainfeld
Sales and returns contact	daniel@pilateswarehouse.co.za | +27 82 803 7314

20. Acknowledgement and Signatures

20.1 The Purchaser acknowledges receipt of this Policy, the applicable order documents and the Limited Equipment Warranty before or when the order is concluded. Signature confirms receipt and understanding; it does not waive any statutory right. The Purchaser confirms that it received this Policy before paying any deposit.

IMPORTANT ACKNOWLEDGEMENTS

The clauses listed below should be separately initialled because they deal with estimated delivery, events outside Pilates Warehouse's control, custom-order cancellation, return deductions and limitation of liability.

PURCHASER	PILATES WAREHOUSE
Full name and capacity:	Authorised representative:
_____	_____

Signature:

_____

Date:

_____

Company stamp (if applicable):

Signature:

_____

Date:

_____

Company stamp (if applicable):

Acknowledgement	Reference	Purchaser initials
10-14 week estimate and 18-week default longstop	**Clauses 5.1 and 5.4**	_____
Delay Events and maximum extension (60 days, plus 30 days for shipped goods)	**Clause 6**	_____
Custom specification and intellectual-property warranty	**Clauses 7.2-7.5**	_____
Special/custom change-of-mind restriction	**Clauses 7.7-7.8**	_____
Cancellation charges and deductions	**Clause 8**	_____
Voluntary return and capped restocking amount	**Clauses 11.6-11.7**	_____
Limitation of liability	**Clause 15**	_____
Purchaser status declaration, liability cap and implied-warranty exclusion	**Clauses 1.6, 15.4, 15.7**	_____
Purchaser indemnity and insurance	**Clauses 15.5-15.6**	_____
Breach, suspension and cancellation	**Clauses 18.9-18.11**	_____
Failed delivery, storage and transfer of risk	**Clauses 9.4, 9.9-9.10**	_____
Payment before release, interest, retention of title and exchange rate	**Clauses 4.4, 4.6-4.9**	_____
Installation within 7 days of delivery; balance payable even if the Purchaser delays installation or opening	**Clauses 4.10 and 9.11**	_____

Appendix A - Order and Customisation Approval Record

COMPLETE BEFORE PRODUCTION OR COMMITTED PROCUREMENT

Attach the accepted quotation, final artwork or production proof, written product specification and any site or access schedule. If a material detail changes, both parties should approve the revised version before work continues.

Purchaser / legal entity	_____
Quotation / invoice / order number	_____
Equipment model(s) and quantity	_____
Order classification	In-stock / Standard import / Special-order / Customised
Intended use	Home / Commercial studio / Rehabilitation / Other
Final specification / proof reference	_____
Approval date and version	_____
Logo / trade mark / wording	_____
Approved spelling	_____
Placement, orientation and scale	_____
Colour reference, if agreed	_____
Application method / finish	Print / engraving / embroidery / plate / label / other
Frame / carriage / product dimensions	_____
Upholstery colour / material	_____
Other configuration or features	_____
Commencement Date	_____
Estimated Lead Time	10-14 weeks / Other: _____
Contractual Longstop Date	_____
Delivery address	_____
Access or installation notes	_____

Purchaser Approval

- I have checked and approve the model, quantity, spelling, artwork, dimensions, placement, orientation, finish, upholstery and other specifications recorded above and in the attached proof.
- I confirm that I own, or have permission to use, all supplied logos, trade marks, names and artwork.
- I understand the 10-14 week Estimated Lead Time, the stated Contractual Longstop Date and the Delay Event provisions.
- I understand that Special-Order and Customised Equipment cannot ordinarily be cancelled or returned merely because I change my mind after production, alteration, branding or committed procurement begins.
- I confirm that the delivery address, access information and installation requirements supplied are accurate.

- I confirm that the purchaser status declared in the Order Record is correct.
- I understand that installation must take place within 7 days after delivery, and that the balance remains payable under clause 4.10 even if I postpone the installation or the opening of my studio or premises.

PURCHASER APPROVAL	PILATES WAREHOUSE ACCEPTANCE
Full name and capacity:	Authorised representative:
_____	_____
Signature:	Signature:
_____	_____
Date:	Date:
_____	_____
Company stamp (if applicable):	Company stamp (if applicable):