

REFUND & RETURNS POLICY

Waste | Recycling | Mining | Installation Products & Services

Effective Date: 12 October 2026 | Version 1.0

IMPORTANT: Please read this policy carefully before placing any order with Indusalloy. By submitting an order or making payment, you confirm that you have read, understood, and accept the terms of this policy in full. This policy forms part of your agreement with Indusalloy.

1. SCOPE — PRODUCTS & SERVICES COVERED

This policy governs all transactions involving the following categories of products and services supplied by Indusalloy (Pty) Ltd trading as **Indusalloy Steel Merchant** ("**Indusalloy**", "**we**", "**us**"):

- **Waste Products** — mill scale, used oil, industrial scrap and other waste commodities
- **Recycling Products** — collected, processed or traded recyclable materials
- **Mining Products** — iron ore fines, minerals, extracted and bulk commodities
- **Installation Products & Services** — solar geysers, waterproofing systems, steel fabrication, security gates, carports, balustrades and all associated labour and installation services

This policy applies to all clients, whether individuals, sole traders, close corporations, companies or any other legal entity ("**Client**", "**you**"). Where a transaction qualifies as a consumer transaction under the Consumer Protection Act 68 of 2008 (CPA), nothing in this policy is intended to limit rights granted to consumers under the CPA. Business-to-business transactions may not attract the same CPA protections.

2. DEFINITIONS

"Allocation"

The process by which Indusalloy commits a specific quantity of material or a specific installation slot to a Client's order, including purchasing, reserving, sorting, scheduling transport, or engaging third-party suppliers and contractors on the Client's behalf. Allocation incurs immediate, non-recoverable costs.

"Order Confirmation"

Any written or verbal confirmation by Indusalloy that an order has been accepted and that Allocation has commenced, including a quote accepted by the Client, a payment made by the Client, or written communication confirming the order.

"Material"

Any waste, recycling, mining or installation product or commodity supplied or to be supplied by Indusalloy under this policy.

"Contract"

A separate, signed written agreement between Indusalloy and the Client that explicitly varies the terms of this policy. A purchase order, invoice or email exchange alone does not constitute a Contract for the

purposes of this policy unless signed by an authorised representative of Indusalloy.

3. GENERAL NO-REFUND RULE — ALLOCATED MATERIALS & SERVICES

NO REFUNDS WILL BE ISSUED ONCE AN ORDER HAS BEEN CONFIRMED AND ALLOCATION HAS COMMENCED. THIS RULE APPLIES REGARDLESS OF THE REASON FOR CANCELLATION, UNLESS A SIGNED CONTRACT EXPRESSLY PROVIDES OTHERWISE (SEE SECTION 4).

The nature of industrial, recycling, mining and installation products requires that, once an order is confirmed, Indusalloy immediately incurs costs that cannot be reversed. These include procurement costs, logistics and transport commitments, third-party contractor bookings, processing and sorting costs, and supplier charges. The Allocation cycle must be completed once it has been initiated.

Accordingly, the following terms are non-negotiable:

- **No refund on payment made.** Once the Client has made full or partial payment and an Order Confirmation has been issued, the payment is non-refundable.
- **No cancellation after Allocation.** The Client may not cancel an order after Allocation has commenced. Indusalloy will not accept a cancellation request as grounds for a refund.
- **Obligation to accept delivery or collection.** The Client is obligated to take delivery of, or collect, the Material or to allow the installation service to proceed as agreed. Failure to do so does not entitle the Client to a refund.
- **No refund for change of mind.** A change of mind, change in business circumstances, or any reason personal to the Client does not constitute grounds for a refund.
- **No refund for third-party delays.** Delays caused by transport operators, municipal authorities, weather events, or other third parties outside Indusalloy's reasonable control do not entitle the Client to a refund.
- **Verbal agreements do not override this policy.** No verbal representation made by any Indusalloy employee or agent creates a right to a refund unless confirmed in a signed Contract.

4. LIMITED PARTIAL REFUND — CONTRACT-GOVERNED ARRANGEMENTS ONLY

Notwithstanding Section 3, a **partial refund of 35% of the amount paid** may be considered exclusively in respect of waste and recycling material transactions, subject to ALL of the following conditions being met simultaneously:

- A **signed written Contract** between Indusalloy and the Client exists prior to the Order Confirmation and explicitly includes a refund provision on the terms set out in this section.
- The Client submits a written refund request to Indusalloy at **info@indusalloy.co.za** before the Material has been collected, delivered to, or transferred into the possession or control of the Client.
- The refund request is submitted within the timeframe expressly stated in the Contract. No refund request submitted outside that timeframe will be considered.
- The Material has not been processed, altered, sorted or committed to a third-party supply chain on the Client's behalf.
- All costs incurred by Indusalloy up to the date of the refund request — including but not limited to procurement costs, logistics, administration, storage and third-party charges — will be deducted from the 35% prior to payment. The 35% is a maximum, not a guaranteed amount.

This partial refund is an exception and not a right. Indusalloy reserves the sole discretion to determine whether all conditions have been met. Where any condition is not satisfied, the general no-refund rule in Section 3 applies in full. No partial refund applies to Mining Products, Installation Services, or any product category not expressly stated in the Contract.

5. CLIENT OBLIGATIONS

By placing an order and making payment, the Client confirms that they:

- Have read, understood, and accepted this policy in its entirety before placing the order.
- Understand that Allocation involves immediate expenditure by Indusalloy that cannot be reversed and that the price paid reflects those costs.
- Are authorised to enter into a binding commercial transaction on behalf of themselves or their organisation.
- Will make full payment in accordance with the agreed terms and will not withhold payment on grounds not expressly supported by a signed Contract.
- Will co-operate with Indusalloy to facilitate timely collection, delivery or installation of the Material or service as agreed.
- Acknowledge that this policy, together with any signed Contract, constitutes the entire agreement between the parties in respect of refunds and returns, and supersedes any prior verbal or written representations to the contrary.

6. QUALITY DISPUTES — DEFECTIVE OR NON-CONFORMING MATERIAL

This policy does not limit the Client's right to dispute material that is demonstrably defective or that materially fails to meet the written specification agreed at the time of order. Quality disputes are governed as follows:

- **Notification window:** The Client must notify Indusalloy in writing within **48 hours of delivery or collection** that a quality dispute exists. Notifications submitted after 48 hours will not be accepted.
- **Evidence required:** The Client must provide photographic or measurable evidence supporting the dispute at the time of notification.
- **No self-help remedy:** The Client may not return, destroy, dispose of, or use disputed Material until Indusalloy has responded in writing to the dispute.
- **Resolution:** Indusalloy will investigate and respond within 5 business days. Remedies may include replacement, credit, or — at Indusalloy's sole discretion — a refund of the amount attributable to the non-conforming portion only.

A quality dispute does not entitle the Client to withhold payment for undisputed portions of the order.

7. GOVERNING LAW & JURISDICTION

This policy is governed by and shall be interpreted in accordance with the laws of the Republic of South Africa. The parties submit to the non-exclusive jurisdiction of the Magistrate's Court of Vereeniging or, where the claim exceeds that court's jurisdiction, the High Court of South Africa (Gauteng Local Division, Johannesburg).

If any provision of this policy is found to be invalid, unlawful, or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force.

Indusalloy reserves the right to amend this policy at any time by publishing a revised version at indusalloy.co.za. The version in force at the time of Order Confirmation applies to that order.

8. CONTACT & DISPUTE SUBMISSION

All refund requests, quality disputes, or policy enquiries must be submitted in writing. Verbal requests will not be actioned.