



TERMS AND CONDITIONS

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1. Disclaimer

Herein forward, all the Terms and Conditions as well as Policies relating to use of the PlusPortal portal will include all our owned companies and be referred to as a collective in these documents as Stage Audio Works Group of Companies.

The Stage Audio Works Group of Companies consists of the following companies:

- Active Music Distribution (Pty) Ltd
- AV Distribution (Pty) Ltd
- MiTech Direct (Pty) Ltd
- Sennheiser Electronics SA (Pty) Ltd
- Stage Audio Works (Pty) Ltd
- Stage Audio Works Southern Africa (Pty) Ltd

2. Terms of service

Welcome to Stage Audio Works Group of Companies. Stage Audio Works Group of Companies and its affiliates (suppliers and service providers) provide their services to you subject to the conditions detailed in this agreement. By using the Stage Audio Works Group of Companies (<https://my.plusportal.africa>) online portal, PlusPortal, and/or registering to shop on our online portal you confirm that you have familiarized yourself with the terms and conditions governing the conduct of parties accessing or using the PlusPortal portal to trade and that you agree to be bound by these terms and conditions.

Should you not agree to the terms and conditions stipulated you may not use the Stage Audio Works Group of Companies online portal.

Your access to our PlusPortal portal and use of any services provided by Stage Audio Works Group of Companies including any purchases made by you from Stage Audio Works Group of Companies are subject to terms and conditions established under the following headings.

- Terms of Use of Stage Audio Works Group of Companies online portal - PlusPortal
- Terms of Trade with Stage Audio Works Group of Companies
- Privacy and Security Statement
- Intellectual Property Statement
- Dispute Resolution.
- Compliance with statutory consumer protection provisions
- Contact Information

Terms of Use of Stage Audio Works Group of Companies online portal - PlusPortal

Stage Audio Works Group of Companies grants you a limited license to access and make personal use of the PlusPortal portal. You are not allowed to modify (other than page catching) the website or any portion thereof without the prior written consent of Stage Audio Works Group of Companies.

This license does not permit any unauthorized use of the PlusPortal portal or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the PlusPortal portal or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

The PlusPortal portal or any portion of the PlusPortal portal, may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the prior written consent of Stage Audio Works Group of Companies.

You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Stage Audio Works Group of Companies and our affiliates without prior written consent.

You may not use any meta tags or any other "hidden text" utilizing any of the Stage Audio Works Group of Companies' names or trademarks without the prior written consent of Stage Audio Works Group of Companies. Any unauthorized use terminates the permission or license granted by Stage Audio Works Group of Companies.

Stage Audio Works Group of Companies may provide links from the PlusPortal portal to other websites which may offer services to you. Stage Audio Works Group of Companies are not responsible for evaluating the content or offerings made on these websites. Stage Audio Works Group of companies does not endorse or warrant the offerings of any of the businesses or individuals, nor is it responsible for the content of the websites to which links may be provided, or that of any third party websites, which may be accessed through these linked websites. No liability will be attributed to Stage Audio Works Group of Companies for any dealings with any other websites accessed through links provided by the PlusPortal portal and you are solely responsible for assessing the terms and conditions and privacy provisions of any of these websites.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE STAGE AUDIO WORKS GROUP OF COMPANIES ONLINE PORTAL - PLUSPORTAL - IS PROVIDED BY STAGE AUDIO WORKS GROUP OF COMPANIES ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER STAGE AUDIO WORKS GROUP OF COMPANIES, NOR ITS DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS, OR SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PLUSPORTAL PORTAL OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE PLUSPORTAL PORTAL. YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLUSPORTAL PORTAL AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY SOUTH AFRICAN LAW, STAGE AUDIO WORKS GROUP OF COMPANIES, ITS DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS, OR SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. STAGE AUDIO WORKS GROUP OF COMPANIES DOES NOT WARRANT THAT THE PLUSPORTAL PORTAL, ITS SERVERS, OR E-MAIL SENT FROM STAGE AUDIO WORKS GROUP OF COMPANIES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE. STAGE AUDIO WORKS GROUP OF COMPANIES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE PLUSPORTAL PORTAL, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

IN NO EVENT SHALL STAGE AUDIO WORKS GROUP OF COMPANIES, ITS DIRECTORS, EMPLOYEES, OFFICERS, OR ITS SUPPLIERS OR SERVICE PROVIDERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PLUSPORTAL PORTAL, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). THE LIABILITY OF STAGE AUDIO WORKS GROUP OF COMPANIES, ITS DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS, AND SERVICE PROVIDERS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO R5 000.00.

Applicable law

The Stage Audio Works Group of Companies online portal, PlusPortal, and all communications and transactions concluded using the PlusPortal portal, are governed by, and you agree to, the application of the laws of the Republic of South Africa. As the website is targeted at African citizens and residents any limitations on implied warranties or the exclusion or limitation of certain damages which may be applicable under the laws of any other jurisdiction are expressly waived by you, and to the extent that they cannot be waived, you shall not enter into any transactions with Stage Audio Works Group of Companies.

TERMS OF TRADE WITH STAGE AUDIO WORKS GROUP OF COMPANIES

Invitation to do business.

The products or services which appear on the Stage Audio Works Group of Companies online portal, PlusPortal, are displayed as an invitation to do business and to allow you to make an offer to purchase the products or services to Stage Audio Works Group of Companies. Only when Stage Audio Works Group of Companies has accepted your offer and delivered the goods, will an enforceable agreement of sale be transacted. Stage Audio Works Group of Companies can cancel the sale at any time at Stage Audio Works Group of Companies' absolute discretion.

The price of any products or services sold through the PlusPortal portal shall be confirmed on the acceptance of your order. Despite our best efforts, products or

services offered on the PlusPortal portal may be mis-priced. If we discover a mispricing, we will immediately notify the customer and offer them a full refund.

IMPORTANT: If any products or services are supplied and delivered to you directly by, or through, a third party, even though access to the products and services is gained through the PlusPortal portal, the supply of these products and services may be subject to conditions which differ from those governing the terms of trade with Stage Audio Works Group of Companies. You shall be solely responsible for ensuring that you understand and agree to the terms and conditions governing the sale of these products and services.

Place and time of agreement

Agreement as to the terms of use of the PlusPortal portal shall be deemed to have been accepted by you at the time that you first accessed the PlusPortal portal and thereafter confirmed each time that you access the PlusPortal portal.

Agreement to use the PlusPortal portal and those governing all transactions that may be effected using the PlusPortal portal shall be deemed to have taken place in Johannesburg.

All communications with Stage Audio Works Group of Companies facilitated by the PlusPortal portal, the Stage Audio Works Group of Companies call center, or email communicated between you and Stage Audio Works Group of Companies shall be deemed to have been received, in the case of communications initiated by Stage Audio Works Group of Companies, when the communication leaves the PlusPortal portal or email server, and in the case of communications initiated by you, when it is received on the PlusPortal portal or email server. Acceptance by Stage Audio Works Group of Companies of an order placed by you shall be deemed to have been made and an agreement entered into, once a product leaves the Stage Audio Works Group of Companies' premises destined for you. If only part of an order leaves our premises, only that portion of the order is deemed as accepted.

- Stage Audio Works Group of Companies can cancel any order at any time.
- Complete orders will not be kept for longer than 2 weeks.

Backorders

Due to the popularity of some products or services, Stage Audio Works Group of Companies may not always have a products or services ordered by you in stock. Stage Audio Works Group of Companies will accept orders for out-of-stock products or services to ensure that you will be the first to receive the item once it becomes available. If the products and services ordered by you is not available or only a portion is available, you may cancel the order, or re-order the quantity that is available, or place a backorder. Once the products or services become available, it will be shipped to you.

Electronic communications

When you visit the PlusPortal portal or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. Stage Audio Works Group of Companies will communicate with you by e-mail or by posting notices on the PlusPortal portal. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Further, that your acceptance of any terms or conditions applicable to the PlusPortal portal and transactions concluded using the PlusPortal portal, as well as your intent to enter into any transaction with Stage Audio Works Group of Companies, may be evidenced by any action by you from which this may reasonably be inferred.

Registration

Before you may make an offer to purchase any of the products or services provided by Stage Audio Works Group of Companies it is necessary that you register as a purchaser. Registration as a purchaser is restricted to individuals who may legally enter into binding and enforceable agreements. No person under the age of 18, or not legally permitted to enter into a binding and enforceable agreement, may register as a purchaser. Any person not permitted to register as a purchaser but who does so, shall be guilty of committing a fraud and Stage Audio Works Group of Companies may take whatever legal action it deems necessary to obtain the appropriate relief.

Registration as a purchaser is free and does not obligate you to purchase anything or release information such as credit card numbers or bank account details. In registering as a purchaser, you are required to provide Stage Audio Works Group of Companies with, complete and accurate information about yourself and you warrant that the information provided is correct.

Upon acceptance of your registration, an email confirmation of your registration as a purchaser will be transmitted to you. Transmission times depend on your Internet Service Provider, but it typically takes less than an hour to receive the email confirmation. If you do not receive the email confirmation, you should contact our call centre, the details of which are contained under Contact information.

Password

Without a valid email address (your user identification) and password, you will not be able to purchase products or services displayed on the PlusPortal portal. You are solely responsible for ensuring the confidentiality of your password, which authenticates your identity. You acknowledge this responsibility and agree that any communication or transaction that may be made using your password, shall be attributed to you.

If you suspect that the confidentiality of your password has been compromised, you should immediately advise Stage Audio Works Group of Companies of this fact by email – web@PlusPortal.africa . Stage Audio Works Group of Companies shall on receipt of the email suspend your registration pending your further instructions. You shall remain responsible for all transactions effected prior to the suspension of your registration and liable for any payments that may flow from these transactions. Termination or suspension of registration

If you are in breach of, or Stage Audio Works Group of Companies believes that you may breach, any of the terms and conditions governing the use of, or trading using the PlusPortal portal, Stage Audio Works Group of Companies may, in its absolute discretion, either suspend or terminate your registration as a purchaser.

Transaction History

The transaction history may be accessed by a registered customer on the PlusPortal portal and is provided for information purposes only. This transaction history will show purchase transactions only and will not reflect refunds or other transactions. For a full and accurate transaction history, the Stage Audio Works Group of Companies call centre details of which are available the PlusPortal portal.

AMENDMENT TO TERMS AND CONDITIONS

Stage Audio Works Group of Companies may amend the terms and conditions governing access to the PlusPortal portal, as well as trade using the PlusPortal portal. Stage Audio Works Group of Companies shall, prior to the amendments of the terms and conditions, give registered purchasers and any third parties to whom this agreement may apply notice of the amendments by email, or by posting the notice of such amendments on the PlusPortal portal. If you do not agree with the amended terms, you shall immediately give notice to Stage Audio Works Group of Companies of your wish to have your registration terminated. Failure to do so will be deemed to indicate your acceptance of the amended terms and conditions.

Advertising and Printed Material

While Stage Audio Works Group of Companies makes every possible effort to ensure that all product information and pricing in any form of communication material is factually correct at the time of communicating it to the public, Stage Audio Works Group of Companies cannot be held responsible if any factual errors occur. Please check pricing and specifications on the PlusPortal portal for any changes. All prices are exclusive of VAT unless otherwise stated. VAT will only be added at checkout. All prices exclude delivery costs. E&OE

PRIVACY AND SECURITY STATEMENT

Stage Audio Works Group of Companies knows that you care how your personal information may be collected, processed, and used; we appreciate your trust that Stage Audio Works Group of Companies will do so carefully and sensibly. This notice describes the Stage Audio Works Group of Companies Privacy Policy. By visiting the PlusPortal portal, you are accepting the practices described in this Privacy and Security Statement.

The information provided by you helps us personalize and continually improve your shopping experience at Stage Audio Works Group of Companies. Here are the types of information we gather.

Information You Give Us:

We receive and store information you enter on the PlusPortal portal or that you may provide to Stage Audio Works Group of Companies in any other manner. Certain of the information provided on registration is mandatory to assist us in ensuring that the communications and transactions entered into with you may be completed effectively and lawfully.

Automatic Information:

Stage Audio Works Group of Companies receives and stores certain types of information whenever you interact on the PlusPortal portal or communicate with Stage Audio Works Group of Companies by email. For example, like many Web sites, we use "cookies," and we obtain certain types of information when your web browser accesses the PlusPortal portal.

E-mail Communications:

To help us make e-mails more useful, we may receive a confirmation when you open e-mail from (Name of website), if your computer supports such capabilities.

By providing the information to Stage Audio Works Group of Companies you consent to us collecting maintaining, storing and processing the information, provided that we shall:

- not disclose your personal information to a third party other than to affect the transactions agreed to in using the PlusPortal portal without obtaining your express consent to do so;
- only disclose your personal information, without your consent, if legally required to do so;
- be entitled to use the information provided by you to compile statistical or aggregated information in such a way that you may not be identified.

Stage Audio Works Group of Companies shall own and retain all rights to non-personal statistical information compiled by it.

While Stage Audio Works Group of Companies and its affiliates shall take commercially reasonable care to safeguard the information provided by you to Stage Audio Works Group of Companies from unauthorized access or disclosure, Stage Audio Works Group of Companies does not represent or guarantee that the safeguards will provide absolute protection.

Stage Audio Works Group of Companies shall not be obliged to encrypt any information sent to you, received from you or stored on your behalf or for the purposes agreed in this agreement, unless agreed with you to the contrary, in writing.

INTELLECTUAL PROPERTY STATEMENT

Copyright in any information or trademarks displayed anywhere on the PlusPortal portal are protected by worldwide copyright laws and treaty provisions. The copyright of these materials is held by Stage Audio Works Group of Companies, or by the original creator of the materials, or by suppliers and service providers to Stage Audio Works Group of Companies. None of the materials may be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described by Stage Audio Works Group of Companies or without the prior written permission by Stage Audio Works Group of Companies. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on the PlusPortal portal may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

DISPUTE RESOLUTION

Any dispute arising out of or in connection with this agreement including any question regarding its existence, validity or termination, shall be settled by the arbitration council of South Africa.

For all disputes regardless of where they arise, the place of the arbitration is deemed to be Johannesburg. The arbitration will be governed by this clause governing arbitration and the arbitration laws of South Africa. The dispute will be resolved in accordance with the law of South Africa. The language used during the dispute resolution process will be English.

For the purposes of any arbitration:

you choose the email address chosen by you in registering as a purchaser; and

Stage Audio Works Group of Companies chooses hello@stageaudioworks.com

By using the PlusPortal portal and accepting the conditions of use of the PlusPortal portal and trade conducted using the PlusPortal portal you bind yourself to the terms of arbitration provided in this agreement.

COMPLIANCE WITH STATUTORY CONSUMER PROTECTION PROVISIONS

Stage Audio Works Group of Companies adheres to the provisions of Chapter VII of the Electronic Communications and Transactions Act 25 of 2002 ("the Act").

Chapter VII of the Act provides protection to consumers and the provisions of the Act relevant to commercial transactions that may be effected on the PlusPortal portal as well as the information required in terms of the Act, are provided for your reference.

Return of products or cancellation of service agreements

Stage Audio Works Group of Companies shall, subject to the exclusions provided for below and the provisions relating to any return of products or cancellation of a service agreement, allow the return of products or cancellation of a service agreement, within seven days of the date of receipt by you of the products or the conclusion of an agreement to provide services. Exclusions from return of products or cancellation of service agreements

The provisions of this agreement relating to the return of goods and cancellation of any agreement to provide services shall not apply if:

- any products advertised or sold as B-Stock or obsolete, unless otherwise stated on a product level;
- to services which commenced with the customers consent, (either express or implied) prior to the expiry of the seven-day period;
- where the price of the products or services depends on Stage Audio Works Group of Companies;
- where the products are personalised or made to the customers specifications;
- where the products are perishable or will expire rapidly;
- where the products by reason of their nature cannot be returned;
- if audio, video recordings or any form of computer software are either used or if supplied other than in digital form, if the seal on the storage media is broken;
- the sale of reading material in whatever form;
- the provision of accommodation, travel, transport, catering or F&B services if Stage Audio Works Group of Companies or its agents or suppliers undertake to provide these services on a specific date or within or for a specific period ;
- Any software whether opened or not.

Customers obligations on return or cancelation of products and services

If a customer cancels any transaction in respect of which delivery of the products or services (to the extent that they may be returned) have been delivered, within seven days of the receipt of the products or services, the customer shall return to Stage Audio Works Group of Companies or its authorised agents, the products, undamaged in any manner, together with all packing materials and documentation delivered by Stage Audio Works Group of Companies or its agents, to the customer as well as a written indication of the customer's choice and reason to cancel the transaction.

The customer shall refund to Stage Audio Works Group of Companies all direct expenses incurred or its authorized agents, in the delivery of the products and services ordered by the customer, as well as the direct expenses incurred by Stage Audio Works Group of Companies or its authorized agents in accepting return of the products and cancellation of the provision of services, arising as a result of the return of the products or cancellation of the services ordered by the customer.

If the return is needed as a result of manufacturing fault, damage, defect, or our mistake, Stage Audio Works Group of Companies offer a full refund or exchange and we pay the shipping charges – both to have your item sent back to us, and to send you a replacement item.

In the case of an outright return for refund, you are responsible for return shipping of the product you are returning, and we do not credit the original shipping charges toward the exchange. Items returned for this reason are subject to 15% bank costs, restock and handling fees.

Transaction records and history:

A full record of transactions effected using Stage Audio Works Group of Companies shall be available to the user of the products or services to the purchaser by Stage Audio Works Group of Companies or its agents.

Dispute resolution:

The provisions governing Dispute Resolution are stipulated under the clause Dispute Resolution above.

Privacy and Security:

The provisions governing Privacy and Security are provided for under the clause Privacy and Security above.

Minimum duration of Agreement:

There shall be no minimum duration of agreements entered into between users and registered purchasers to use the PlusPortal portal. All agreements shall endure indefinitely subject to either party's rights to terminate the agreement. The termination of the agreement by either party shall be without prejudice to any rights between the parties existing at the time of the termination, which shall endure beyond the date of termination.

Questions about the Terms of Service should be sent to us at legal@plusportal.africa.

No return on any software purchased received by the client.

No refunds will be issued on opened, used or registered software.

Please enquire about the product and availability before any purchases. To return or cancel a product, please make use of **Return Request** feature on the PlusPortal portal. Receipts must be kept for refunds and exchanges.

Stage Audio Works Group of Companies' obligations on return of the products and services

Within thirty days of return of the products or receipt of notice of cancellation of the agreement to deliver services, Stage Audio Works Group of Companies or its authorized agents shall refund to the customer any amounts paid by the customer less any amounts due by the customer to Stage Audio Works Group of Companies as provided for above.

Disclosures in terms of section 43 of the Act: The following information is made available to you in compliance with Section 43 of the Act.

Full name and legal status of the PlusPortal portal owner:

Stage Audio Works is the trading name and is wholly owned by Stage Audio Works (Pty) Ltd (registration number 2013/235289/07) a private limited company duly incorporated in terms of the laws of South Africa.

Registered Office: 22 Kyalami Boulevard, Kyalami Park, Midrand, 1684

Physical Address: 22 Kyalami Boulevard, Kyalami Park, Midrand, 1684

Telephone Number: +27 87 55 10 100

Website address: www.stageaudioworks.com

E-Mail address: hello@stageaudioworks.com

Address for service of all legal documents: same

Description of Services:

The PlusPortal portal provides access to a variety of products and services that may be purchased online all of which are, or will be, described on the PlusPortal portal.

Price of goods:

Prices are displayed in the PlusPortal portal and are subject to Stage Audio Works Group of Companies rights in respect of any mispricing stipulated in the clause dealing with Invitation to do business above. All prices of products and services displayed on the PlusPortal portal are exclusive of Value Added Tax.

Payment:

Payment terms and manner of payment are stipulated in the clause dealing with payment above. Existing payment agreements remain unchanged.

Terms and conditions governing this agreement:

The full Terms and Conditions applicable to the access and use of the services provided on the PlusPortal portal and any amendments thereto, shall at all times be available on the PlusPortal portal, save to the extent that they may be varied in writing by the parties. These terms may be accessed on this online portal, downloaded and stored, or reproduced at any time.

Delivery of products or services:

The anticipated time of delivery of any products or services, purchase using the PlusPortal portal shall be indicated at the time that any order is accepted Stage Audio Works Group of Companies.

3. Privacy Policy

Stage Audio Works Group of Companies, values your privacy. We are committed to protecting your privacy at all times, in all situations. The information we collect about you, when you become a PlusPortal portal member, is used to process your orders and to provide a more personalized experience on our online portal. We do not guarantee complete security on stored information, however, have implemented many security policies and conditions to help protect your confidential information.

Use of Information

When you become a PlusPortal portal member, we ask you to fill out a form that requests your name, address and e-mail address as well as some demographic information such as gender and date of birth. Stage Audio Works Group of Companies will NOT share data with trusted partners to help us perform statistical analysis.

Your name and address information is used solely to process orders unless your prior consent is given. Without your consent, this information will NEVER be sold, given, rented or traded to others for purposes other than order fulfilment.

Your demographic information (gender, date of birth, etc.) will be used for several security purposes, to ensure you are who you say you are and in fact you are paying with your credit cards and not someone using your stolen credit cards.

Use of Log Files

When you visit the PlusPortal portal we automatically log your IP address, your browser type and your access times. We utilize this information to conduct site performance evaluations, to see where visitors are coming from and to keep track of click stream data (the screens our users visit on our site). This data helps us to determine what content our members find most appealing so that we can maximize your enjoyment of the site. Log files are not tied to personally identifiable information.

Site Security

All Stage Audio Works Group of Companies' employees take your personal information very seriously. All employees must learn and obey our security policies. Access to member personal information is limited to key management personnel and our member services department. The information is ID and password protected and our Web security is reviewed on a monthly basis.

Correcting/Updating Your Personal Information

After becoming a PlusPortal portal member you may correct/update your personal information by clicking on the 'My Company' tab at the top of the page after signing in, and clicking the Edit Information button. The changes you make will be reflected in our databases instantly. If you wish to deactivate your account, you may contact your assigned sales employee listed under the 'My Company' tab 'Profile' or send an email to web@plusportal.africa.

Links To Other Sites

The PlusPortal portal may contain links to other web sites. Please note that when you click on one of these links, you may be leaving the PlusPortal portal and entering another web site. These sites may independently collect or request information about you and we encourage you to read the privacy statements of these linked sites as their privacy policy may differ from ours.

Communication

From time to time, we may send out email messages alerting you that products are available, to remind you about providing feedback or for promotional offers. In addition, you will receive communication from us 1) if you contact us for a particular reason, 2) to receive your orders, or 3) we need to contact you for administrative purposes such as winning a contest. Administrative e-mails will not contain promotional materials. If you choose to receive our Newsletters, they will contain promotional materials from Stage Audio Works Group of Companies.

Legal Disclaimer

Though we make every effort to preserve user privacy, we may need to disclose personal information when required by law wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order or legal process served on our web site or the PlusPortal portal.

Supplementation

We may correct or supplement your address information with standardized postal representation in order.

4. Refund Policy

Returns:

Requests on any returns need to be done through the Request for Return process on the PlusPortal Portal.

Customers need to provide a detailed explanation of the return including the item details, pick-up address as well as other relevant details as request on the form.

If the customer paid by credit card:

The original credit card account from which the order was made will be credited either in full or with the arranged amount due to a possible outright cancellation.

Please note that credit card refunds may take a day or two to reflect in your account.

If the customer paid by transfer or cash deposit:

Please send us your correct bank account details including the account name, account number, bank and branch code for a speedy refund. A customer may within 15 business days after delivery return the goods to Stage Audio Works Group of Companies for a full refund, where:

1. Goods were delivered as a result of a transaction entered into because of direct marketing (advertisement / promotions) and the customer has exercised his right to cancel the agreement without reason or penalty during the cooling-off period.

In such a case the customer must within 5 business days of delivery advise Stage Audio Works Group of Companies via the Return Request tab on the PlusPortal portal or in writing or other recordable form that he is rescinding the agreement and needs to return the goods delivered within 10 business days of delivery of such goods. Stage Audio Works Group of Companies then shall refund the customer within 15 business days of the latter of notice of cancellation or return of the goods. In such a case the goods are returned at the risk and expense of the customer.

1. Goods which the customer did not have an **opportunity to see or examine before delivery and** where the customer has now rejected delivery.

Valid reasons for rejection of delivery are:

- the type and quality of the goods are not as reasonably contemplated in the agreement; or
- the goods differ in a material respect or characteristic from the sample or product description (based on what an ordinary alert customer would be entitled to expect); or
- the goods do not reasonably conform to the material specifications of a special order.

In such a case goods are returned at the risk and expense of Stage Audio Works Group of Companies.

Some goods are as ordered but is delivered mixed with other goods not ordered, and the customer accepts delivery of the ordered goods, but rejects the goods not ordered or rejects all the delivered goods.

Goods must be returned within 10 business days of delivery and are returned at the risk and expense of Stage Audio Works Group of Companies.

Goods found to be **unsuitable for a particular purpose communicated** to Stage Audio Works Group of Companies when entering into the transaction, may also be returned at the risk and expense of Stage Audio Works Group of Companies within

10 business days of delivery. **Again, we asked to make sure that you make sure that you acquire the correct details and use of a product before placing your order.**

A customer will lose his right of return for a full refund if the product was purchased **without any communication to Stage Audio Works Group of Companies whether the product is suitable for a particular purpose** but merely at own knowledge and discretion to buy the item.

A customer will also lose his right of return for a full refund, other than for defective or unsafe products, if the goods concerned have been disassembled, altered, permanently installed, affixed or combined with other goods, installed and authorized, or a public regulation for reasons of public health or other prohibits the return of such goods

A customer will lose his rights for a return for a full refund on any special orders or products manufactured or altered to client specifications, and services rendered or when notified by one of Stage Audio Works Group of Companies' sales representatives.

Stage Audio Works Group of Companies will refund the customer the price paid for the goods, **less a 15% re-stocking charge** for any **outright cancellation** in terms of the following:

Returned in original condition and repackaged in their original packaging – a charge for use, consumption or depletion of the goods unless the consumption or depletion was reasonable and required for the customer to determine the acceptability of the goods.

In all other cases – **a 15% re-stocking charge** of the original amount for necessary restoration costs to render the goods fit for re-stocking may be charged, unless where the packaging was reasonably destroyed in order to allow for the customer to determine whether the goods conformed to the sample or brochure description in cases where the goods were not examined by the customer before delivery or were fit for the intended purpose communicated to Stage Audio Works.

Stage Audio Works Group of Companies serves the right to decide if we want to grant a refund or credit on any outright returns.

In such a case goods are returned at the risk and expense of customer.

Stage Audio Works Group of Companies serves the right to inspect any returned goods before any decision will be made on terms of the returns policy.

Customers should choose carefully and not frivolously enter into transactions in the false hope and expectation that they may return the item for a refund.

5. Shipping Policy

Important Information

- Stage Audio Works Group of Companies delivers anywhere in South Africa!
- The delivery times are subject to stock availability.
- Delivery to outlying regions may take longer.

Cost of delivery:

Shipping cost of all orders placed through the website will be calculated upon check out.

General Lead Time for Order Deliveries:

Delivery lead times will be confirmed once the carrier selection has been made upon check out.

Order confirmation

When you submit your order, you will receive an email confirming that we have received your order and it is being processed.

Order status

Once your order status has been set to **Fulfilled**, you will receive an email confirmation with your delivery tracking information, which is handled through our courier service. This information includes the delivery waybill number that can be used as reference with the courier company should you require additional information regarding your delivery.

Please make sure we have your correct contact details, either your contact number or email address, should there be any unexpected issues or delays with your order.

Item not in stock

We strive to have our products available for immediate shipment. On rare occasions, due to popularity and high demand some products that are listed on this website may be out of stock or on back order. We will take all necessary steps to advise you in a prompt manner if this situation occurs. If you wish to cancel the order at this stage, you will be given the opportunity. Alternatively, we will do our best to provide you with a solution whether it being another replacement product or sometimes even better product at the same price.

Warranty:

- All our products are sourced from the official manufacturer's representative.
- You get the full manufacturer's warranty. Minimum warranty is 1 year, however some manufactures may offer 2/3/5 year or lifetime warranty, please check the exact manufacturer warranty at time of purchase.
- Warranties protect against manufacturing flaws and faults in products and do not cover wear and tear on consumables, such as drum sticks, strings, drum skins, styli, reeds, etc.
- Maintenance is not covered by warranty. Maintenance includes, but is not limited to, lamp replacement, filter replacement, general cleaning and removal of dust and dirt as instructed by the user manual. Any warranty repairs and / or replacements are carried out in the minimum of time.
- Any warranty repairs are carried out by the manufacturer's official representative in South Africa and by trained technicians.
- After the warranty period, the manufacturers' representative in South Africa will still provide a repair service by a trained technician subject to a fee.
- Customers will be held liable for the sending and or collection (or all courier costs) of defective, broken or damaged goods after 7 business days from the delivering of goods (no matter if it is still under manufacturer warrantee or not).
- B-Stock or Clearance goods sold do not carry any warranty policies mentioned above. We will however accept a return should the item carry a defect upon receipt of goods bought, within the stipulated refund policy timeframe.

Order cancellations:

Online orders without any payment (COD customers) will be cancelled within 3 days after the order has been placed.

Once an order has been placed and paid for, the order will be deemed accepted by the client.

Should there be any problems regarding the order you will be notified immediately.

Please enquire about the product, its availability as well as the required product features before any purchase.