

REFUND & RETURNS POLICY

TOPHENEGG (Pty) Ltd

Website: <https://www.tophenegg.site>

Effective Date: 18 July 2026

Version: 1.0

1. PURPOSE

This Refund & Returns Policy explains the conditions under which TOPHENEGG (Pty) Ltd ("TOPHENEGG", "we", "our", or "us") accepts returns, replacements, cancellations, and refunds for products purchased through our website.

By placing an order through our website, you acknowledge that you have read, understood, and agreed to this Policy.

2. OUR PRODUCTS

TOPHENEGG supplies fresh eggs and related products. As these are perishable food products, special return and refund conditions apply.

We strive to ensure that every order is delivered:

- Fresh
 - Properly packed
 - Free from visible defects
 - In accordance with applicable South African food safety standards
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3. CUSTOMER RESPONSIBILITY UPON DELIVERY

Customers must inspect their order immediately upon delivery.

Please verify:

- Quantity received
- Correct product
- Packaging condition
- Visible damage
- Broken eggs
- Incorrect order

If any issue is identified, it must be reported within **24 hours** of delivery.

4. PRODUCTS ELIGIBLE FOR REFUND OR REPLACEMENT

A refund, replacement, or credit may be approved where:

- The incorrect product was delivered.
- The quantity delivered is incorrect.
- Products arrive damaged due to transport.
- Eggs are excessively broken beyond normal handling expectations.
- Products are unfit for human consumption.
- Products were delivered after being confirmed as unavailable.
- Delivery cannot be completed due to an error caused by TOPHENEGG.

Each request will be assessed individually.

5. PRODUCTS NOT ELIGIBLE FOR RETURN

For food safety and hygiene reasons, we generally cannot accept returns where:

- The customer changes their mind after delivery.
- The product has been opened, consumed, or partially used.

- Eggs were improperly stored after delivery.
- Damage occurred after successful delivery.
- The customer provided an incorrect delivery address.
- Delivery failed because the customer was unavailable.
- The customer did not inspect and report defects within the required timeframe.

Nothing in this Policy limits any rights that consumers may have under the Consumer Protection Act.

6. CANCELLATION OF ORDERS

Orders may be cancelled before dispatchment.

If payment has already been processed:

- A refund may be issued after deducting any non-recoverable payment processing costs where permitted by law.
 - However, orders already prepared, packed, or dispatched cannot be cancelled due to the perishable nature of the products.
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7. DAMAGED OR DEFECTIVE PRODUCTS

If you receive damaged or defective products:

Please contact us within **24 hours** and provide:

- Order number
- Full name and/or company details
- Contact number
- Description of the issue
- Documentary evidence (e.g. Videos / Clear photographs of the affected products)
- Photographs of the packaging where applicable

This will assist us in investigating and resolving the matter speedily.

8. REFUND PROCESS

If a refund is approved, it will be processed and refunded by using the original payment method utilized for the purchase.

Refund processing times may vary depending on your payment provider but are generally completed within **7 to 14 business days** after approval.

TOPHENEGG is not responsible for delays caused by banks or payment service providers.

9. REPLACEMENTS

Where appropriate, TOPHENEGG may, at its discretion:

- Replace the affected products;
- Provide store credit; or
- Issue a full or partial refund.

The chosen remedy will depend on the circumstances of each case and applicable consumer protection laws, terms and conditions.

10. BULK ORDERS

Customers purchasing wholesale or bulk quantities must inspect products immediately upon delivery.

Any shortages, breakages, or delivery discrepancies must be reported before the delivery vehicle departs where reasonably possible, or within **24 hours** of delivery.

Failure to report within this period may affect our ability to investigate and resolve the claim.

11. DELIVERY ISSUES

If delivery cannot be completed because:

- The address supplied is incorrect;
- No authorised person is available to receive the order;
- Access to the premises is not possible;

additional delivery charges may apply for any subsequent delivery attempt.

12. PAYMENT DISPUTES

Customers should contact TOPHENEGG before initiating a chargeback or payment dispute.

We will make every reasonable effort to resolve legitimate concerns promptly and fairly.

Fraudulent or abusive chargebacks may be challenged with the relevant payment provider.

13. LIMITATION OF LIABILITY

To the maximum extent permitted by law, TOPHENEGG shall not be liable for:

- Loss arising from improper storage after delivery;
- Indirect or consequential losses;
- Loss of profits or business interruption;
- Delays caused by circumstances beyond our reasonable control, including severe weather, road closures, transport disruptions, or force majeure events.

This limitation does not exclude liability where exclusion is prohibited by South African law.

14. YOUR CONSUMER RIGHTS

Nothing contained in this Policy limits, excludes, or replaces any rights that consumers may have under:

- Consumer Protection Act 68 of 2008;
- Electronic Communications and Transactions Act 25 of 2002;
- Common law; or
- Any other applicable South African legislation.

Where there is any inconsistency between this Policy and applicable legislation, the legislation will prevail.

15. CHANGES TO THIS POLICY

TOPHENEKG may update this Refund & Returns Policy from time to time.

The latest version will always be available on our website.

16. CONTACT US

TOPHENEKG (Pty) Ltd

Website: <https://www.tophenegg.site>

Email: info@tophenegg.site

For any refund, return, or replacement enquiries, please contact our customer support team, quoting your order number.

Document Control

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