

TOPHENEGG (Pty) Ltd

Website Terms and Conditions of Sale

Effective Date: 1 July 2026

These Terms and Conditions govern the sale and supply of products by TOPHENEGG (Pty) Ltd through its online store.

By accessing our website, placing an order, or accepting delivery of our products, you agree to be bound by these Terms and Conditions.

1. Company Information

TOPHENEGG (Pty) Ltd

Republic of South Africa

Email: info@tophenegg.site

Website: tophenegg.site

2. Orders

All orders placed through our website are subject to acceptance and stock availability.

TOPHENEGG (Pty) Ltd reserves the right to refuse, cancel or limit any order where:

- Products are unavailable.
- Pricing errors have occurred.
- Fraud is suspected.

- Payment has not been authorized.
-

3. Pricing

All prices displayed are exclusive of VAT unless expressly stated otherwise.

Prices may be amended at any time without prior notice.

Delivery charges will be displayed during checkout before payment is completed.

4. Payment

Payment is due immediately upon completion of checkout unless an approved credit account exists.

Accepted payment methods include those displayed during checkout.

Ownership of all goods remains vested in TOPHENEGG (Pty) Ltd until payment has been received in full.

5. Delivery

Delivery dates are estimates only.

TOPHENEGG (Pty) Ltd shall not be liable for delays caused by:

- Traffic
- Vehicle breakdowns
- Weather conditions
- Supplier delays

- Force majeure events

Risk passes to the customer upon delivery.

6. Inspection of Goods

Customers must inspect all products immediately upon delivery.

Any shortages, damaged goods or incorrect products must be reported within 24 hours.

Failure to report within this period constitutes acceptance of the goods.

7. Returns

Due to eggs being perishable food products, returns will only be accepted where:

- Goods were damaged before delivery.
- Incorrect products were supplied.
- Products are proven defective.

Returns will not be accepted due to:

- Change of mind
 - Incorrect ordering by the customer
 - Improper storage after delivery
-

8. Refunds

Approved refunds will be processed using the original payment method.

TOPHENEGG (Pty) Ltd may elect to:

- Replace products
 - Credit the customer's account
 - Refund the purchase price
-

9. Order Cancellation

Orders cancelled within 72 hours may be subject to a penalty fee which may be equal to the purchase price plus delivery cost already incurred.

10. Limitation of Liability

To the maximum extent permitted by South African law, TOPHENEGG (Pty) Ltd shall not be liable for indirect, incidental, consequential or special damages arising from the use of our products or website.

Nothing in these Terms excludes any rights that cannot legally be excluded under the Consumer Protection Act.

11. Force Majeure

TOPHENEGG (Pty) Ltd shall not be liable for any failure or delay caused by circumstances beyond its reasonable control.

12. Intellectual Property

All logos, trademarks, photographs, product descriptions and website content remain the property of TOPHENEGG (Pty) Ltd and may not be copied without written

permission.

13. Privacy

Customer information is processed in accordance with our Privacy Policy and the Protection of Personal Information Act (POPIA).

14. Electronic Communications

By placing an order, customers consent to receive invoices, quotations, order confirmations and notices electronically.

Electronic records shall constitute valid proof of transactions.

15. Suspension of Supply

TOPHENEKG (Pty) Ltd reserves the right to suspend deliveries where customer accounts remain overdue.

16. Governing Law

These Terms are governed by the laws of the Republic of South Africa.

The parties consent to the jurisdiction of the courts serving the Ekurhuleni Metropolitan Municipality, Gauteng.

17. Changes

TOPHENEKG (Pty) Ltd reserves the right to amend these Terms and Conditions at any

time.

The version published on our website shall apply to all future transactions.

By clicking "**I Agree**" during checkout, the customer confirms that they have read, understood and accepted these Terms and Conditions.