

ONLINE SALE OF GOODS

TERMS AND CONDITIONS OF SALE

For: Six Degrees of Global Separation Wines (*"the Seller", "we", "us", "our"*)

Last updated: 18.06.2026

These Terms and Conditions of Sale govern the sale and purchase of wine and related products through our Website. They apply to every order you place and are intended to comply with the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), the Consumer Protection Act 68 of 2008 ("CPA"), and applicable South African liquor legislation. By placing an order you agree to these Terms. Please read them together with our **Website Terms of Use** and **Privacy Policy**.

1. Seller Identity and Statutory Disclosures

In compliance with section 43(1) of ECTA and section 26 of the CPA, the following information is provided:

Full legal/registered name: Six Degrees of Global Separation (PTY) LTD

Registration number (if applicable): 2023/876932/07

Physical/registered address: Erf 12027, Also known as, 15 Patrick Street, Voorbaai, Mossel Bay, 6506

Email and telephone: jesse@6degrees.wine / +27(0) 82 334 4114

VAT registration number (if applicable): N/A

Off-consumption liquor licence number and issuing authority: WCP/044668

A written record of each transaction, including the information required by section 26 of the CPA, will be provided to you by email on confirmation of your order.

2. Age Restriction and Responsible Trading

We sell alcoholic beverages. It is an offence under the National Liquor Act 59 of 2003 and the Western Cape Liquor Act 4 of 2008 to sell or supply liquor to any person under the age of 18 years.

- By placing an order you warrant that you are 18 years of age or older and that any person to whom delivery is made will be 18 years or older.
- We may require valid proof of age (identity document, passport or driver's licence) at the point of order and again at the point of delivery or collection.
- Our delivery agents are instructed to refuse handover where the recipient cannot prove that they are 18 years or older, or where the recipient appears intoxicated. No refund of delivery charges will be due in respect of a delivery lawfully refused on these grounds.

Orders are sold, supplied and delivered only within the trading days and hours permitted by the municipality in which our licensed premises are situated. Permitted delivery hours are displayed on the Website: Mondays to Fridays between 08:00 & 17:00

3. Geographic Limitations

We deliver only within the following areas: All over South Africa. We do not sell or deliver liquor outside the Republic of South Africa, nor to any area where the sale or delivery of liquor would be unlawful. We reserve the right to decline or cancel any order that falls outside our permitted delivery area, with a full refund of any amount paid.

4. Products, Descriptions, Pricing and Availability

We take reasonable care to describe products, vintages and prices accurately. However:

- product images are for illustration; labels, vintages and packaging may vary;
- all prices are quoted in South African Rand and, where applicable, include VAT. The full price payable, including delivery charges and any other costs, is displayed before you confirm your order, in compliance with section 43 of ECTA;
- products are subject to availability and stock is not guaranteed until your order is accepted; and
- in the event of an obvious pricing or description error, we are not obliged to fulfil an order at the incorrect price and will notify you, offering the correct price or a full refund.

5. Order Placement, Acceptance and Contract Formation

In compliance with section 43(2) of ECTA, before you finalise your order you will be given an opportunity to review the entire transaction, to correct any input errors, and to withdraw from the transaction.

The display of products on the Website is an invitation to do business. Your submission of an order constitutes an offer to purchase. A binding contract of sale comes into existence only when we send you a confirmation that your order has been accepted and (where applicable) dispatched. We may decline an order, including where the product is unavailable, where we cannot verify your age, where delivery falls outside our permitted area or hours, or where we suspect fraudulent or unlawful activity.

In terms of section 23 of ECTA, an order and its acceptance are deemed received when capable of being retrieved and processed by the addressee.

6. Payment

We accept the following payment methods, processed through a secure payment system that complies with section 43(5) of ECTA:

Shopify & Payfast

Payment must be received and authorised in full before goods are dispatched. We do not store your full card details; card payments are processed by our third-party payment provider in accordance with applicable security standards. Ownership of the goods remains with us until payment has been received in full.

7. Delivery, Risk and Performance

We will deliver to the address you provide within the delivery period indicated at checkout. In terms of section 46 of ECTA, where no period is agreed we will execute your order within 30 (thirty) days of the day after you placed it. If we cannot supply within this period, we will notify you and you may cancel the agreement and receive a full refund within 30 days of cancellation. Delivery charges are R 170.00 per crate but subject to change.

Risk in the goods passes to you on delivery to you or your authorised representative at the nominated address. Where you nominate a person to receive delivery on your behalf, that person must be 18 years or older and able to prove their age. We are not liable for failed delivery caused by an incorrect address, the absence of a person able to accept and verify the delivery, or a lawful refusal of handover.

8. Consumer Rights – Defective Goods (CPA)

Nothing in these Terms limits your rights under the CPA. In terms of sections 55 and 56 of the CPA, you have the right to receive goods that are of good quality, in good working order and free of defects. Wine is, by its nature, a product whose condition can vary; if any product you receive is defective, corked, faulty or not as described, you may, within six months of delivery, return it and we will, at your election, repair, replace or refund it in accordance with section 56(2) of the CPA. This right does not apply to ordinary variation in taste, vintage character, or to a product that has been opened, consumed or damaged through misuse or improper storage after delivery.

9. Cooling-Off, Returns and Refunds

Two distinct rights may apply, and we apply whichever gives you greater protection:

9.1 ECTA seven-day cooling-off (section 44)

Section 44 of ECTA gives a consumer who is a natural person the right to cancel certain electronic transactions, without reason and without penalty, within seven days after delivery of the goods, in which case the consumer pays the direct cost of returning the goods. Section 42(2) of ECTA excludes from this right, among others, goods intended for everyday consumption supplied to the consumer's home or workplace. Whether a particular wine purchase falls within that exclusion depends on the circumstances. Where the cooling-off right applies, you may return unopened products, in their original condition and packaging, within seven days of delivery for a refund of the price, and you will bear the direct cost of return.

9.2 Returns of opened, faulty or incorrect goods

Separately from the cooling-off right, you may return any product that is faulty, defective, damaged in transit, or not what you ordered, and we will arrange collection and provide a replacement or full refund at no cost to you. Please report any such product within a reasonable time of delivery, with your order number and, where possible, a photograph.

9.3 How refunds are made

Approved refunds are made using the original payment method, within a reasonable period after we receive the returned goods or confirm the fault. We may decline a return where the

product has been opened or consumed (other than to the limited extent reasonably necessary to discover a defect), where it has been stored improperly after delivery, or where the return falls within a lawful exclusion.

10. Limitation of Liability and Indemnity

To the maximum extent permitted by law, and subject always to the CPA, our total liability arising from any order is limited to the price paid for the goods in question. We are not liable for any indirect or consequential loss. You indemnify us against any claim, loss or liability arising from your breach of these Terms, your provision of false age or identity information, or your unlawful resale or supply of products purchased from us. Nothing in this clause limits liability that cannot lawfully be excluded, including liability under section 61 of the CPA for harm caused by unsafe or defective goods.

11. Alcohol Compliance Acknowledgement

You acknowledge that the products are alcoholic beverages, that they are sold strictly for lawful personal consumption by persons of 18 years or older, and that you will not supply them to any person under 18. We trade responsibly and reserve the right to limit quantities and to refuse or cancel any order in order to comply with our liquor licence conditions and applicable law.

12. Dispute Resolution, Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of South Africa. We aim to resolve complaints quickly and fairly; please contact us first. You also retain your rights to refer a matter to the Consumer Goods and Services Ombud or the National Consumer Commission, where applicable. Failing amicable resolution, the parties consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of section 45 of the Magistrates' Courts Act 32 of 1944, without prejudice to our right to institute proceedings in the High Court.

13. General

We may amend these Terms by posting an updated version on the Website; the version in force when you place your order governs that order. If any provision is found unenforceable, the remaining provisions continue in effect. These Terms, with the Website Terms of Use and Privacy Policy, constitute the entire agreement between you and us in respect of your purchase.

This document is a template prepared for adaptation to the Seller's specific circumstances. It is provided for drafting purposes and does not constitute legal advice. The bracketed, highlighted fields must be completed. Advice on liquor licensing, compliance with the Liquor Act, and the regulatory authorisations required to sell wine online should be obtained from a qualified attorney before trading.