DIVERTISY

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Refund & Cancellation Policy

How to request a cancellation, return, refund
or warranty remedy under applicable South African law.

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1. About this policy

This Refund & Cancellation Policy explains how cancellations, returns, exchanges and refunds are handled by DIVERTISY (PTY) LTD (registration number 2026/766117/07), a South African consumer technology company. It covers our rechargeable AA and AAA battery products and the charging cable supplied with each retail pack.

Purchases made directly from DIVERTISY: We handle cancellations, returns and purchase refunds for orders placed with us.

Purchases made from another seller: Request a purchase refund, cancellation or change-of-mind return from the retailer or seller that sold you the product. DIVERTISY does not process refunds of another seller's sales, except where applicable law requires a remedy from us. You can still contact DIVERTISY directly for a claim under our 12-Month Limited Warranty, wherever you bought the product. The original seller manages its own return and courier arrangements in line with your statutory rights.

Your rights under the Consumer Protection Act, 2008 (CPA), the Electronic Communications and Transactions Act, 2002 (ECTA), and other applicable laws are not restricted by this policy. Where a statutory right applies, it takes priority over any different or less favourable policy wording.

2. How to request a cancellation, return or refund

For a purchase made directly from DIVERTISY, use our return or refund enquiry form, order cancellation enquiry form, or email info@divertisy.co.za. Include your name, the product involved and, if known, the purchase date, seller and order or receipt reference. Briefly explain the request where a reason is relevant. Proof of purchase and other reasonable verification details may be requested, but you can contact us even if you do not have all the details immediately.

For direct warranty support, including products bought from another seller, use our warranty enquiry form or email us. Requests to refund or cancel another seller's sale should go to that seller.

We will reply with practical next steps, including any safe return or collection instructions. Contacting us first helps arrange suitable shipping for lithium-ion batteries, but it is not a condition that removes or delays a statutory right to cancel or return goods.

2. How to request a cancellation, return or refund (continued)

Verification of requests: Sending a request does not by itself establish eligibility for a refund, replacement or other remedy. We may request reasonably available evidence linking the product to the purchase being claimed and confirming the relevant dates. This may include a receipt, invoice, order confirmation, other reliable purchase evidence, product details, the quantity affected, photographs and identifying markings where available.

Assessment: Where reasonably necessary, DIVERTISY may inspect or test the affected product to establish its identity, condition and the cause of the reported fault. We may seek clarification if information or products do not match the purchase identified. Ordinary use or cosmetic wear alone is not evidence that the reported fault was caused by misuse. We will explain our assessment and decision.

Accuracy and statutory rights: Falsified purchase evidence or products substituted from unrelated purchases will not be accepted as proof of eligibility for the purchase claimed. Inconsistencies will be considered using the available evidence, with a reasonable opportunity to clarify the details. Verification will be proportionate and will not remove statutory remedies or extend legal deadlines.

3. Cancelling before an order is dispatched

Sending a product enquiry through our website does not place an order or cause a payment. The website accepts enquiries through a contact form but does not operate an online checkout. An order exists only once we have expressly accepted it and confirmed the purchasing arrangements.

If you want to cancel an accepted order before it has been dispatched, send a cancellation enquiry through the website or email us as soon as possible. We will cancel it if the goods have not yet been dispatched and refund any payment received for that order in full. If dispatch has already occurred, your rights under the sections below will apply.

4. Seven-day cooling-off for qualifying electronic sales

Where ECTA section 44 applies to the transaction, a consumer may cancel a qualifying electronic purchase of goods without giving a reason and without penalty **within seven days after receiving the goods**. Certain transactions are excluded by law; the right does not automatically apply to every sale or every type of product.

For a qualifying cancellation under ECTA section 44 of a purchase made directly from DIVERTISY, the customer pays only the **direct cost of returning the goods**. A refund of payments covered by that cancellation must be made **within 30 days of cancellation**, as required by law. We will not deduct restocking or administrative fees from such a statutory refund.

Tell us within the applicable period that you wish to cancel. We will provide appropriate return guidance; please keep the product and supplied accessories available for return. Opening packaging to reasonably inspect a product does not, by itself, remove mandatory statutory rights.

5. Other change-of-mind requests

Where no statutory cooling-off or other legal right applies, DIVERTISY is not obliged to accept a change-of-mind return of a correctly supplied, non-defective product.

Any voluntary return or exchange must be approved by DIVERTISY in writing before goods are sent back. To qualify, products must be unused and unopened, in their original, undamaged packaging, with all batteries, cables and accessories included, and in a clean condition suitable for resale as new. We may decline voluntary returns that do not meet these requirements. These conditions do not limit statutory rights relating to cooling-off, defective goods or incorrectly supplied products.

Approval of a voluntary return is based on the information supplied. On receipt, we check product identity, contents and condition against the agreed requirements. If these are not met, we will explain the findings and discuss the available options. This checking process does not change statutory return rights.

The customer pays the return courier fee for an approved voluntary change-of-mind return. We will confirm the return arrangements and any agreed costs before you send the goods. This customer-paid rule does not apply where the law requires the supplier to bear the return cost.

6. Defective, unsafe or non-conforming products

Under CPA section 56, where applicable, a consumer may return goods that fail to meet the statutory quality standards **within six months after delivery**, at the supplier's risk and expense. At the consumer's direction, the supplier must repair or replace those goods, or refund the price paid, as required by the CPA.

Our separate 12-Month Limited Warranty for qualifying manufacturing defects on the batteries and supplied cable is an additional benefit. It does not replace or shorten the CPA's six-month implied warranty or any other legal right. Warranty issues after the statutory six-month period will be assessed under the 12-month limited warranty and any other applicable rights.

DIVERTISY handles qualifying warranty claims directly, including products bought from another seller. **We cover reasonable return courier or collection costs for qualifying faulty-product returns that we handle.** Contact us for suitable return or collection arrangements. A purchase refund for an item bought from another seller should be requested from that seller, without limiting any remedy that applicable law requires from DIVERTISY.

Normal wear and gradual battery-capacity reduction are not necessarily manufacturing defects. However, exclusions in our additional limited warranty do not eliminate legal remedies for goods that are defective, unsafe or fail to meet mandatory quality standards.

7. Incorrect, incomplete or delivery-damaged orders

If we supply the wrong product, omit an item, or goods arrive damaged, contact us promptly with the order reference, a description and photographs if safe to take. We will investigate and arrange the correction, replacement, return or refund appropriate to the circumstances and applicable law.

For qualifying incorrect, incomplete or delivery-damaged orders supplied by DIVERTISY, we cover reasonable return courier or collection costs. Please do not discard goods or packaging until we have given handling guidance, unless keeping them would be unsafe.

If another seller supplied the order, contact that seller about an incorrect, incomplete or delivery-damaged delivery and its return arrangements. You may still contact DIVERTISY directly about a qualifying product warranty issue. Your statutory rights remain unaffected.

8. Returning rechargeable lithium-ion batteries safely

Do not attempt to charge, test, dismantle or post a battery that is swollen, leaking, unusually hot or otherwise unsafe. Stop using it, keep it away from heat and flammable materials, and contact info@divertisy.co.za for safe handling and collection guidance.

For a safe-to-return product, we may provide a return address, courier arrangement and instructions on protecting contacts and packing the batteries securely. Lithium-ion batteries may be subject to courier restrictions. Do not ship unsafe or damaged lithium batteries through an ordinary parcel service without approved arrangements.

Where possible, keep the original packaging and charging cable. Missing packaging alone will not remove a return or refund right granted by law.

9. Refund method and processing time

For purchases made directly from DIVERTISY, refunds will normally be issued using the original payment method where that method and the payment provider allow it. If an alternative lawful method is needed, we will agree the practical details securely. Never send full bank-card numbers or card security codes to us by ordinary email.

Statutory ECTA section 44 refunds will be made within 30 days after a valid cancellation. Other refunds will be made as soon as reasonably practicable and within any applicable legal deadline. After we initiate a refund, the time it takes to appear in your account depends on your bank and payment provider.

We do not deduct payment-processing, administration or restocking fees where the law requires a full refund. Any lawful deductions relating to a separately agreed, voluntary return will be explained before we accept that arrangement.

10. Products unavailable or not delivered

If we cannot supply a product because it is unavailable, we will notify you and address cancellation and refund obligations in accordance with ECTA and any other applicable law. Where ECTA section 46 applies, it governs default fulfilment timeframes, the circumstances in which a consumer may cancel for non-performance, and certain refund deadlines.

If the order has not arrived by an agreed delivery date, contact us so that we can trace it and explain the available remedies. Nothing here removes any right to cancel or claim a refund arising from late or failed fulfilment.

11. Retailer and wholesale orders

Orders placed directly with DIVERTISY by retailers, wholesalers or other businesses may be governed by a separate written quotation or supply agreement. The application of consumer legislation to a particular business purchaser can depend on the law and the purchaser’s circumstances. No separate trade terms override any protection that cannot lawfully be excluded.

12. Contact, complaints and updates

For questions or a complaint, email info@divertisy.co.za. Website: www.divertisy.co.za.

We may update this policy as our products, payment processes and delivery arrangements change. The effective date at the top identifies the current version. Changes will not retrospectively remove statutory rights or agreed rights in existing purchases.