

HOT & BOTHERED KITCHEN

LEGAL PACK

Terms and Conditions of Sale

Privacy Policy

Returns, Refunds & Cancellations Policy

Important Food Safety & Allergen Notice

HOT AND BOTHERED HOLDINGS (PTY) LTD

Registration Number: 2026/398139/07

Trading as: HOT & BOTHERED KITCHEN

Effective Date: 1 SEPTEMBER 2026

Version: 1.0



**HOT & BOTHERED
KITCHEN**

IMPORTANT FOOD SAFETY, ALLERGEN & PRODUCT USE NOTICE

HOT & BOTHERED KITCHEN

Please read this notice carefully before purchasing, handling, storing or consuming any Hot & Bothered Kitchen product.

Our products are food products intended for human consumption. Proper handling, storage and attention to ingredient and allergen information are important to ensure that products are enjoyed safely.

This notice must be read together with the information appearing on the individual product label and our Terms and Conditions of Sale.

1. ALLERGEN WARNING

Food allergies and intolerances can cause serious adverse reactions. Customers are therefore required to carefully review the ingredient and allergen information applicable to each individual product before consumption.

Depending on the particular product, our products may contain, or may be manufactured, prepared, handled or packaged in an environment where they could come into contact with, common food allergens, including but not limited to:

- peanuts;
- tree nuts;
- milk and dairy products;
- eggs;
- wheat and other gluten-containing cereals;
- soya;
- sesame;
- sulphites; and
- any other allergen identified on the applicable product label.

The above list is intended as a general warning and does not replace the allergen declaration and ingredient information appearing on the individual product.

Customers should always read the label before consuming a product, even if they have purchased the same or a similar Hot & Bothered Kitchen product previously.

Recipes, ingredients, raw-material suppliers, manufacturing processes or production environments may change from time to time. Customers should therefore not rely solely on their experience of a previous purchase when determining whether a product is suitable for them.

If you, a family member or any other intended consumer has a known or serious food allergy, intolerance or dietary restriction, please contact Hot & Bothered Kitchen before purchasing or consuming the product if you require further information.

Where a product is not expressly represented and appropriately labelled as being free from a particular allergen, Customers should not assume that it is allergen-free.

2. CHILLI & HIGH-HEAT PRODUCTS

Certain Hot & Bothered Kitchen products contain chilli peppers, spices and/or other ingredients which may produce significant heat or irritation.

Individual tolerance to chilli and spicy foods differs substantially.

Descriptions such as:

Mild | Medium | Hot | Very Hot | Fire | Extra Hot

are intended to provide a general indication of the expected heat level of a product. They do not constitute a guarantee of how a particular person will experience the product.

Natural variations in chilli peppers and other ingredients may also result in some variation in heat between production batches.

Customers should:

- consume high-heat products responsibly and in appropriate quantities;
- exercise particular caution when trying an unfamiliar product for the first time;
- avoid direct contact with the eyes, face and other sensitive areas;
- wash hands thoroughly after handling particularly hot chilli products;

- avoid touching the eyes or face immediately after handling chilli products;
- exercise appropriate caution before serving spicy products to children or persons who are not accustomed to chilli; and
- keep particularly hot products out of reach of young children where appropriate.

If a chilli product comes into contact with the eyes or causes an unexpected or significant physical reaction, appropriate first-aid or medical assistance should be sought where necessary.

3. STORAGE AND HANDLING

All products must be stored and handled in accordance with the instructions appearing on the product label or packaging.

Customers should pay particular attention to:

- refrigeration requirements;
- instructions applicable after opening;
- storage temperature;
- exposure to direct sunlight or heat;
- contamination after opening;
- “best before”, “use by” or other applicable date markings; and
- any product-specific storage instructions.

Where a product is required to be refrigerated after opening, it should be refrigerated promptly and kept appropriately refrigerated thereafter.

Customers should use clean utensils when removing products from containers and should avoid introducing moisture, food particles or other contaminants into the product.

Improper storage or handling after delivery or collection may adversely affect the quality, shelf life and safety of the product.

A product should not be consumed where there is a reasonable concern that it has been stored outside its required conditions for an unsafe period.

4. CHECK THE PRODUCT BEFORE CONSUMPTION

Customers are encouraged to inspect each product before opening and again before consumption.

Do not consume a product if:

- the packaging is materially damaged;
- the bottle, jar or container is cracked, broken or leaking;
- a safety seal appears to have been broken, tampered with or otherwise compromised before delivery or collection;
- the product appears contaminated;
- there are signs of spoilage;
- the product has an unusual appearance or odour which reasonably suggests spoilage or contamination;
- the product has exceeded a safety-related date marking;
- you know or reasonably suspect that it has not been stored in accordance with its required storage conditions;
- the label is missing important safety or allergen information; or
- there is any other reasonable concern regarding the safety of the product.

If in doubt, do not consume the product.

Please retain the product and contact Hot & Bothered Kitchen so that the matter can be investigated.

5. REPORTING A FOOD-SAFETY OR PRODUCT CONCERN

Hot & Bothered Kitchen takes product quality and food safety seriously.

If you believe that a product may be:

- unsafe;
- contaminated;
- spoiled;
- incorrectly labelled;
- incorrectly packaged;
- defective;

- subject to an undeclared allergen concern;
- damaged before delivery or collection; or
- otherwise unsuitable for consumption,

please do not consume the product and contact us as soon as reasonably possible.

Where reasonably possible and safe to do so, please retain:

- the remaining product;
- the original bottle, jar, container or other packaging;
- the complete product label;
- the batch, lot or production number;
- the applicable best-before or use-by information;
- proof of purchase; and
- clear photographs showing the product and the nature of the concern.

Please also provide a brief description of:

- what appears to be wrong with the product;
- when and where it was purchased;
- when it was opened, if applicable;
- how it was stored; and
- whether any of the product was consumed.

This information enables us to investigate the complaint properly and determine whether any further product-safety measures are necessary.

6. BATCH IDENTIFICATION & PRODUCT TRACEABILITY

Where a batch, lot or production number appears on a Hot & Bothered Kitchen product, Customers should retain this information when reporting a product complaint.

Batch and production information may assist us in:

- identifying the relevant production run;
- reviewing ingredient and supplier information;
- investigating production and packaging records;
- determining whether other products from the same batch may be affected;
- tracing the distribution of affected products; and

- implementing a product withdrawal or recall where necessary.

Customers should therefore avoid discarding the packaging or label of a product which is the subject of a food-safety or quality complaint until we have advised whether it is required for further investigation.

7. PRODUCT RECALLS & SAFETY NOTICES

If Hot & Bothered Kitchen identifies a potential safety concern affecting a particular product or production batch, we may issue a product safety notice, withdrawal or recall.

A recall or safety notice may identify the affected product by:

- product name;
- container or package size;
- batch or lot number;
- production date;
- best-before or use-by date; or
- other identifying information.

Customers in possession of an affected product must follow the instructions contained in the applicable notice.

Depending on the nature of the concern, Customers may be instructed to:

- stop consuming the product immediately;
- retain the product;
- return the product;
- safely dispose of the product; or
- contact Hot & Bothered Kitchen for further instructions.

Where applicable, refunds, replacements or other remedies will be dealt with in accordance with our Returns, Refunds & Cancellations Policy and applicable South African law.

8. NATURAL & SMALL-BATCH PRODUCT VARIATIONS

Certain Hot & Bothered Kitchen products may be handmade, prepared in batches and/or manufactured using natural ingredients.

*Drafted by Hammond Pole Attorneys on the instructions of Hot and Bothered Holdings (Pty) Ltd | Version 1.0 |
Effective Date: 1 September 2026 | Prepared for the exclusive use of the client and not for reliance by third parties
without independent legal advice.*

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Natural ingredients are not always identical. Reasonable differences may therefore occur between batches in relation to:

- colour;
- texture;
- consistency;
- thickness;
- sweetness;
- acidity;
- appearance;
- flavour; and
- chilli heat.

A reasonable natural or small-batch variation does not, by itself, mean that a product is defective.

However, this provision does not apply to a product that is unsafe, contaminated, spoiled, incorrectly labelled, materially inconsistent with its description or otherwise defective or non-compliant with applicable law.

Natural variation will never be relied upon as an excuse for a genuine food-safety or product-quality defect.

9. INGREDIENTS, RECIPES & PRODUCT INFORMATION

Customers should read the ingredient information supplied with the particular product before consumption.

Hot & Bothered Kitchen may develop or amend its product range from time to time. Recipes, ingredients, product sizes, packaging and suppliers may therefore change.

Where a material change affects legally required ingredient, allergen, storage or safety information, the applicable product information should be updated accordingly.

Customers who have a particular dietary requirement or concern should check the current product label rather than relying upon information from an older product, photograph, advertisement or previous purchase.

10. CHILDREN & OTHER SENSITIVE CONSUMERS

Particular care should be exercised before serving spicy or high-heat products to:

- young children;
- persons who are not accustomed to chilli products;
- persons known to be particularly sensitive to spicy foods; or
- persons with a known allergy or intolerance to an ingredient contained in the product.

A responsible adult should determine whether a product is appropriate for a child or other intended consumer having regard to the product's ingredients and heat level.

Hot & Bothered Kitchen's description of a product as a food product should not be interpreted as a representation that every product is suitable for every consumer.

11. PRODUCT LABELS TAKE PRIORITY

This notice provides general information applicable to the Hot & Bothered Kitchen product range.

Individual products may have different:

- ingredients;
- allergens;
- heat levels;
- storage requirements;
- shelf lives;
- preparation instructions; and
- warnings.

The Customer must therefore always read and follow the information appearing on the specific product label.

Where a product-specific instruction or warning is more restrictive than this general notice, the product-specific instruction or warning should be followed.

12. IMPORTANT CONSUMER RIGHTS

Nothing contained in this notice, the Hot & Bothered Kitchen Terms and Conditions of Sale, Privacy Policy or Returns, Refunds & Cancellations Policy is intended to:

- exclude or limit liability which cannot lawfully be excluded or limited;
- require a consumer to waive a statutory right;
- excuse the supply of unsafe, defective or non-compliant food;
- avoid any obligation relating to appropriate food labelling or warnings;
- prevent a consumer from reporting a legitimate food-safety concern; or
- prevent a consumer from exercising any remedy available under applicable South African law.

Where a product is defective, unsafe, incorrectly supplied, incorrectly labelled or otherwise fails to comply with applicable statutory requirements, the matter will be dealt with in accordance with the Customer's applicable statutory rights.

CHECK THE LABEL.

Read the ingredients, allergens, storage instructions and date markings.

CHECK THE SEAL.

Do not consume a product if its packaging or safety seal appears compromised.

STORE IT CORRECTLY.

Follow refrigeration and other storage instructions, particularly after opening.

KNOW YOUR HEAT.

Chilli tolerance differs from person to person. Exercise caution with high-heat products.

KEEP THE PACKAGING.

If there is a problem, retain the label, batch information, product and proof of purchase where safe to do so.

WHEN IN DOUBT, DON'T CONSUME IT.

Contact Hot & Bothered Kitchen if you have a reasonable concern regarding the safety or quality of a product.

CONTACT US

Hot and Bothered Holdings (Pty) Ltd
Trading as HOT & BOTHERED KITCHEN
Registration Number: 2026/398139/07

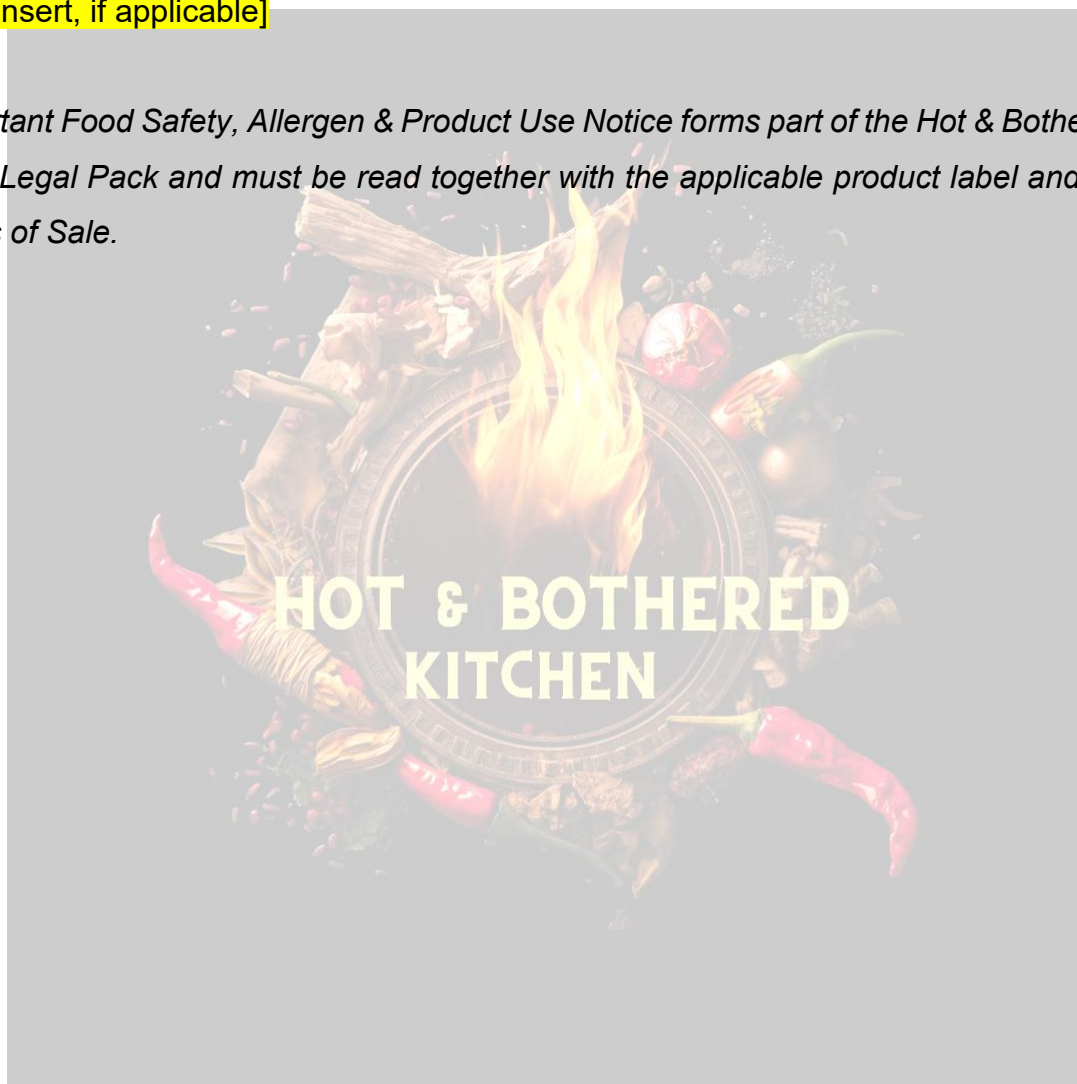
Email: [Insert]

Telephone / WhatsApp: [Insert]

Physical Address: [Insert]

Website: [Insert, if applicable]

This Important Food Safety, Allergen & Product Use Notice forms part of the Hot & Bothered Kitchen Customer Legal Pack and must be read together with the applicable product label and Terms and Conditions of Sale.



TERMS AND CONDITIONS OF SALE

HOT AND BOTHERED HOLDINGS (PTY) LTD

Registration Number: 2026/398139/07

Trading as HOT & BOTHERED KITCHEN

Effective Date: 1 SEPTEMBER 2026

These Terms and Conditions regulate the ordering, purchase, sale, supply, delivery and use of products supplied by Hot and Bothered Holdings (Pty) Ltd, registration number 2026/398139/07, trading as Hot & Bothered Kitchen.

These Terms must be read together with the Important Food Safety, Allergen & Product Use Notice, Privacy Policy, Returns, Refunds & Cancellations Policy, applicable product labels and any specific written terms applicable to a particular order.

DEFINITIONS AND INTERPRETATION

1. In these Terms, unless the context indicates otherwise:
 - 1.1 “Business Day” means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
 - 1.2 “CPA” means the Consumer Protection Act 68 of 2008, together with its regulations, as amended from time to time;
 - 1.3 “Customer”, “you” or “your” means the person or entity purchasing, ordering or receiving Products from Hot & Bothered Kitchen;
 - 1.4 “ECTA” means the Electronic Communications and Transactions Act 25 of 2002, as amended;
 - 1.5 “Foodstuffs Act” means the Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972, together with the regulations promulgated thereunder, as amended from time to time.
 - 1.6 “Order” means a request submitted by a Customer to purchase one or more Products;
 - 1.7 “POPIA” means the Protection of Personal Information Act 4 of 2013, as amended;
 - 1.8 “Product” or “Products” means any food, condiment, sauce, preserve, baked product, sweet or savoury product, gift product or other item manufactured, prepared, packaged, distributed or sold by Hot & Bothered Kitchen;
 - 1.9 “Terms” means these Terms and Conditions of Sale, as amended from time to time; and

1.10 “we”, “us”, “our” or “Hot & Bothered Kitchen” means Hot and Bothered Holdings (Pty) Ltd, registration number 2026/398139/07, trading as Hot & Bothered Kitchen.

2. Headings are inserted for convenience and do not affect interpretation.
3. Words importing the singular include the plural and vice versa where the context permits.
4. A reference to legislation includes regulations made under that legislation and any amendment, replacement or re-enactment thereof.
5. Where the CPA or another consumer-protection law applies to a transaction, these Terms must be interpreted consistently with that legislation.
6. No provision of these Terms is intended to waive, exclude or restrict a Customer's statutory rights where those rights cannot lawfully be waived, excluded or restricted.

APPLICATION OF THESE TERMS

7. These Terms apply to Products purchased or ordered:
 - 7.1 directly from Hot & Bothered Kitchen;
 - 7.2 telephonically;
 - 7.3 by WhatsApp or another electronic messaging service;
 - 7.4 by email;
 - 7.5 through social media;
 - 7.6 through a website or online store operated or authorised by us;
 - 7.7 at a market, event, stall, pop-up shop or other physical sales point;
 - 7.8 through an authorised retailer, reseller or distributor, to the extent applicable; or
 - 7.9 through any other sales channel operated or authorised by us.
8. These Terms apply to both individual consumers and business Customers, subject to the extent to which the CPA or other applicable legislation applies to the particular Customer or transaction.
9. Additional written terms may apply to wholesale, reseller, bulk, customised or special Orders.

10. Where additional written terms are agreed for a particular transaction, those terms must be read together with these Terms.
11. If there is a conflict between these Terms and mandatory legislation, the mandatory legislation will prevail to the extent of the conflict.

ACCEPTANCE OF THESE TERMS

12. By placing an Order, making payment, accepting delivery or collection, or otherwise purchasing Products from us, the Customer acknowledges that these Terms have been made available to the Customer and agrees to be bound by them, subject to applicable law.
13. Where Products are purchased electronically, the Customer's electronic acceptance, submission of an Order or completion of payment may constitute acceptance of these Terms, subject to ECTA and other applicable law.
14. Nothing in clauses 12 or 13 will be interpreted as binding a Customer to a provision which was not reasonably brought to the Customer's attention where applicable law requires that it be so disclosed.

OUR PRODUCTS

15. Hot & Bothered Kitchen manufactures, prepares, packages, supplies and/or sells food products which may include:
 - 15.1 Habanero Fire products;
 - 15.2 chilli sauces;
 - 15.3 jalapeño products;
 - 15.4 Tabasco-style or other chilli products;
 - 15.5 sweet mustard and other condiments;
 - 15.6 date balls;
 - 15.7 fruit cake;
 - 15.8 sweet products;
 - 15.9 savoury products;
 - 15.10 gift or combination products; and
 - 15.11 such other products as may be introduced from time to time.

16. Our Product range may change from time to time.
17. We may introduce, modify or discontinue Products, flavours, recipes, sizes or packaging, subject to Orders already accepted and applicable law.
18. The previous availability of a Product does not guarantee its continued availability.
19. All Products are subject to availability.

PRODUCT DESCRIPTIONS AND IMAGES

20. We take reasonable steps to ensure that Product descriptions and other information supplied to Customers are accurate.
21. Photographs, illustrations and other images used on websites, social media, advertisements, catalogues or promotional material are intended to provide a reasonable representation of the Product but may not reproduce its exact appearance.
22. Handmade, natural and small-batch Products may reasonably vary between batches in respect of:
 - 22.1 colour;
 - 22.2 texture;
 - 22.3 thickness or consistency;
 - 22.4 shape;
 - 22.5 sweetness;
 - 22.6 acidity;
 - 22.7 flavour;
 - 22.8 appearance; and
 - 22.9 chilli heat.
23. A reasonable natural variation will not, by itself, constitute a defect where the Product remains safe, fit for its intended purpose and materially consistent with its description.

24. Nothing in this clause excuses or permits the supply of a Product which is unsafe, contaminated, spoiled, materially incorrectly described, incorrectly labelled or otherwise defective or non-compliant.

INGREDIENTS AND RECIPES

25. Customers must read the ingredient information applicable to the particular Product before consumption.
26. Recipes, ingredients and suppliers may change from time to time.
27. Customers should therefore not assume that the ingredients in a current Product are identical to those in a Product purchased previously.
28. Where an ingredient, recipe, supplier or manufacturing change affects ingredient, allergen, nutritional, storage, date-marking, safety or other information required to be disclosed by law, the applicable Product information and labelling will be updated as required by applicable law before the affected Product is supplied.
29. A Customer with a specific dietary requirement should check the current Product information before consumption.

ALLERGENS

30. Food allergies and intolerances may cause serious adverse reactions.
31. Products may contain, or may be manufactured, prepared, handled or packaged in an environment where they could come into contact with, allergens.
32. Depending on the Product, these may include:
- 32.1 peanuts;
 - 32.2 tree nuts;
 - 32.3 milk or dairy products;
 - 32.4 eggs;
 - 32.5 wheat or gluten-containing cereals;
 - 32.6 soya;

- 32.7 sesame;
- 32.8 sulphites; and
- 32.9 other allergens identified on the Product label.

- 33. The Customer must consult the allergen declaration and ingredient information applicable to the specific Product.
- 34. A Customer with a known serious allergy, intolerance or dietary restriction should contact us before purchasing or consuming a Product where further information is required.
- 35. We will not describe a Product as “allergen free”, “nut free”, “gluten free” or by a similar description unless the use of that description is legally permissible and appropriately substantiated.
- 36. Nothing in this clause limits any obligation imposed upon us by applicable food-safety, labelling or consumer legislation.
- 37. Nothing contained in these Terms, the Important Food Safety, Allergen & Product Use Notice or any other document in the Customer Legal Pack replaces any ingredient, allergen, date marking, storage, traceability, net-content, warning or other information required by applicable law to appear on a Product or its packaging.

CHILLI AND HIGH-HEAT PRODUCTS

- 38. Certain Products contain chilli peppers, spices, chilli extracts or other ingredients capable of producing significant heat or irritation.
- 39. Individual tolerance to chilli varies substantially.
- 40. Descriptions such as “mild”, “medium”, “hot”, “very hot”, “fire”, “extra hot” or similar expressions provide general guidance only.
- 41. Such descriptions are not a guarantee of how an individual will experience a Product.

42. Customers should:
- 41.1 consume high-heat Products responsibly;
 - 41.2 exercise caution when trying an unfamiliar Product;
 - 41.3 avoid contact with the eyes and other sensitive areas;
 - 41.4 wash hands after handling particularly hot Products; and
 - 41.5 exercise appropriate caution before serving high-heat Products to children or persons not accustomed to chilli.
43. A Product will not, solely by reason of an individual Customer's subjective experience of its chilli heat, be regarded as defective, provided that the Product is safe, properly labelled, materially consistent with its description and otherwise complies with applicable law.

FOOD SAFETY

44. Products must be handled, stored and consumed in accordance with:
- 43.1 the Product label;
 - 43.2 storage instructions;
 - 43.3 refrigeration instructions;
 - 43.4 applicable date markings;
 - 43.5 preparation instructions, where relevant; and
 - 43.6 reasonable food-safety practices.
45. Customers must not consume a Product where there is a reasonable concern that it may be unsafe.
46. This includes circumstances where:
- 45.1 the packaging is materially damaged;
 - 45.2 the container is leaking;
 - 45.3 a safety seal appears compromised;
 - 45.4 the Product appears contaminated or spoiled;
 - 45.5 there are signs reasonably indicating deterioration; or
 - 45.6 the Product has not been stored in accordance with its required storage conditions.
47. Food-safety concerns should be reported to us as soon as reasonably possible.

STORAGE AFTER DELIVERY OR COLLECTION

48. Once Products have been delivered or collected, the Customer is responsible for following the applicable storage instructions.
49. Where refrigeration is required after opening, the Product must be refrigerated promptly.
50. Customers should use clean utensils and take reasonable steps to prevent contamination after opening.
51. Subject always to applicable law, we will not be responsible for deterioration, contamination or loss of quality caused solely by improper storage, handling, contamination, alteration or misuse occurring after delivery or collection, where the Product was safe and compliant when supplied.
52. This clause does not excuse a defect or unsafe condition which existed at the time the Product was supplied.

PLACING AN ORDER

53. An enquiry, request for information or request for a quotation does not by itself constitute an accepted Order.
54. A Customer placing an Order must provide accurate information regarding:
 - 53.1 the Products required;
 - 53.2 quantities;
 - 53.3 delivery or collection requirements;
 - 53.4 contact information; and
 - 53.5 any other information reasonably required to fulfil the Order.
 - 53.6 The Customer is responsible for checking the Order details before confirming the Order.
 - 53.7 If the Customer discovers an error after submitting an Order, the Customer should notify us as soon as possible.

ACCEPTANCE OF ORDERS

55. Receipt of an Order does not necessarily constitute acceptance of that Order.

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56. An Order may be accepted when we:
- 55.1 expressly confirm acceptance;
 - 55.2 issue an invoice confirming the Order;
 - 55.3 accept payment for the Order;
 - 55.4 confirm that preparation or manufacture has commenced;
 - 55.5 dispatch the Products; or
 - 55.6 otherwise communicate acceptance.
57. We may decline an Order for a lawful and reasonable reason, including:
- 56.1 insufficient stock;
 - 56.2 inability to fulfil the requested quantity;
 - 56.3 an obvious pricing or description error;
 - 56.4 delivery limitations;
 - 56.5 suspected fraud or unlawful conduct;
 - 56.6 inability to verify payment; or
 - 56.7 circumstances beyond our reasonable control.
58. If we decline an Order after payment has been received, the amount paid for the unfulfilled portion of the Order will be refunded.

CUSTOM, BULK AND SPECIAL ORDERS

59. Custom, bulk, personalised or specially manufactured Orders may be subject to:
- 58.1 minimum quantities;
 - 58.2 deposits or advance payment;
 - 58.3 specific production periods;
 - 58.4 special packaging charges;
 - 58.5 specific delivery arrangements; and
 - 58.6 special cancellation conditions.
60. Any material special terms will be communicated before or when the Order is accepted.
61. Because customised or specially prepared Products may not be capable of resale, cancellation may result in reasonable charges where permitted by law.

62. Any cancellation charge or amount retained must be reasonable and legally permissible.

PRICES

63. Products will be charged at the price quoted, displayed or otherwise agreed when the Order is accepted.
64. Prices may change from time to time.
65. A price change will not ordinarily apply retrospectively to an Order already accepted.
66. Prices will indicate whether VAT is included where VAT is applicable.
67. Delivery, courier, packaging or other additional charges will be disclosed before finalisation of the transaction or otherwise agreed with the Customer.
68. Promotional prices apply only during the applicable promotional period and subject to the stated terms and availability.

OBVIOUS PRICING OR DESCRIPTION ERRORS

69. We take reasonable steps to ensure that prices and Product descriptions are accurate.
70. Where an obvious and genuine pricing, typographical or description error occurs, we will notify the Customer as soon as reasonably possible after becoming aware of it.
71. The matter will be dealt with in accordance with applicable law and the Customer will not be deprived of any statutory right.
72. Where an Order cannot lawfully or reasonably be fulfilled because of such an error and payment has already been made, any amount properly refundable will be refunded.

PAYMENT

73. Payment may be made using the payment methods offered by us from time to time.

74. Unless otherwise agreed in writing, payment is due before dispatch or collection.
75. We may place an Order on hold until cleared payment has been received.
76. The Customer must use the correct payment reference where one is supplied.
77. Customers should not provide us with banking passwords, card PINs or one-time passwords except where information is entered directly into a legitimate secure payment process that requires it.
78. Where a payment is reversed, dishonoured or fraudulently disputed, we reserve all rights available to us to recover amounts lawfully due.

ELECTRONIC AND ONLINE ORDERS

79. Orders placed through a website, online store, social-media platform, WhatsApp, email or other electronic channel are subject to these Terms and applicable provisions of ECTA and the CPA.
80. Customers are responsible for ensuring that information submitted electronically is complete and accurate.
81. We will take reasonable measures in respect of electronic transactions and information under our control.
82. Third-party payment, social-media or delivery platforms may also impose their own terms and privacy policies.
83. Nothing in these Terms excludes or limits any cooling-off, cancellation, disclosure, refund or other right which applies to a particular electronic transaction under ECTA, the CPA or other applicable law. Any such right remains subject to the requirements, limitations and exclusions provided for in the applicable legislation, including any exclusion applicable to particular categories of goods or transactions.

DELIVERY

84. Delivery may be performed:

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- 84.1 directly by Hot & Bothered Kitchen;
- 84.2 by an independent courier;
- 84.3 through a delivery platform; or
- 84.4 by another authorised service provider.

85. Unless expressly stated otherwise, a communicated delivery date or time is an estimate.

86. We will take reasonable steps to fulfil Orders within the communicated timeframe.

87. The Customer must provide a complete and accurate delivery address and appropriate contact information.

88. Where delivery cannot reasonably be completed because the Customer supplied incorrect information, cannot be contacted or unreasonably fails to accept delivery, reasonable additional delivery costs may be charged where legally permissible.

89. Where delivery fails because of an error attributable to us or our appointed delivery provider, the Customer will not be charged an additional delivery fee merely to correct that failure, subject to applicable law.

COLLECTION

90. Where collection is available, the Customer must collect the Order from the agreed collection point within the agreed collection period.

91. Perishable or specially prepared Products should be collected promptly.

92. If a Customer fails to collect a perishable Product within the agreed period and the Product can no longer safely or reasonably be supplied, the consequences will be determined having regard to the circumstances, reasonable costs incurred and applicable consumer law.

DELIVERY AND TRANSFER OF RISK

93. Products remain our responsibility until delivered to the Customer or collected by the Customer, subject to applicable law and the particular delivery arrangement.

94. Where a Customer independently appoints a carrier or courier not offered or arranged by us, the allocation of risk will be determined in accordance with applicable law and the agreed arrangement.
95. Nothing in this clause transfers risk to a consumer earlier than permitted by applicable law.

INSPECTION ON RECEIPT

96. Customers are encouraged to inspect an Order as soon as reasonably possible after delivery or collection.
97. Customers should promptly notify us of:
- 97.1 an incorrect Product;
 - 97.2 a missing Product;
 - 97.3 damaged packaging;
 - 97.4 leakage;
 - 97.5 a broken or compromised seal;
 - 97.6 visible contamination; or
 - 97.7 another apparent problem.
98. Where reasonably possible, photographs should accompany a complaint relating to physical damage, leakage, packaging or an incorrect Product.
99. A failure to notify us immediately does not waive a statutory right which cannot lawfully be waived.

RETURNS, REFUNDS AND CANCELLATIONS

100. The detailed Returns, Refunds & Cancellations Policy contained in the Hot & Bothered Kitchen Customer Legal Pack forms part of these Terms.
101. Nothing in these Terms limits a Customer's statutory rights in respect of defective, unsafe, incorrectly supplied or otherwise non-compliant goods. Due to food-safety and hygiene considerations, the ability to return an unwanted food Product may be limited where:
- 101.1 it has been opened;
 - 101.2 its seal has been broken;

- 101.3 it has been partly consumed;
- 101.4 it is perishable;
- 101.5 its storage history cannot reasonably be verified; or
- 101.6 accepting its return would create a health or safety risk.

102. Clause 101 does not apply so as to remove or restrict any statutory right arising from a defective, unsafe, incorrectly supplied or otherwise non-compliant Product.

STATUTORY WARRANTY AND DEFECTIVE PRODUCTS

103. Where the CPA applies, Products are supplied subject to the statutory standards, warranties and consumer rights contained in the CPA, including, where applicable, sections 55 and 56.
104. Where, within the period prescribed by section 56 of the CPA, a Product fails to satisfy the requirements and standards contemplated in section 55, the consumer may exercise the remedies available under section 56, subject to the requirements of the CPA.
105. Where section 56 applies, the consumer may return the Product without penalty and at the supplier's risk and expense and may elect the remedy available under the CPA, including, where applicable, replacement of the Product or refund of the price paid.
106. We may reasonably request information necessary to identify the transaction and investigate the complaint, including proof of purchase or other reasonable evidence of the transaction, photographs, Product labels, batch or lot information, storage and handling information, and inspection or return of the Product where appropriate and safe.
107. Any investigation conducted under clause 106 will not be used to unreasonably delay, obstruct or defeat a statutory remedy. Nothing in these Terms limits any statutory warranty, right or remedy available to a consumer.

CHANGE OF MIND AND PERSONAL PREFERENCE

108. A Product is not defective merely because the Customer does not personally enjoy its:
- 108.1 flavour;
 - 108.2 texture;
 - 108.3 sweetness;

108.4 acidity;

108.5 consistency; or

108.6 chilli heat,

provided that the Product is safe and materially consistent with its description.

109. Individual preferences and chilli tolerance differ substantially.

110. This clause does not apply where a Product is unsafe, defective, incorrectly described, incorrectly supplied or otherwise fails to comply with applicable law.

PROMOTIONS AND SPECIAL OFFERS

111. Promotions are subject to:

111.1 the specific terms of the promotion;

111.2 the stated promotional period;

111.3 availability; and

111.4 applicable law.

112. Unless otherwise stated and legally permissible, promotions may not be combined with other offers.

113. Promotional Products remain subject to the Customer's statutory rights.

114. No promotional condition will be interpreted as removing a right which cannot lawfully be excluded.

GIFT VOUCHERS

115. If gift vouchers are offered, their issue, redemption and validity will be governed by the CPA and other applicable law.

116. Any additional terms applicable to a voucher will be communicated when the voucher is issued or purchased.

CUSTOMER RESPONSIBILITIES

117. Customers are responsible for:

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- 117.1 reading Product labels before consumption;
- 117.2 checking ingredient and allergen information;
- 117.3 following storage instructions;
- 117.4 following preparation or use instructions;
- 117.5 observing date markings;
- 117.6 storing Products appropriately after delivery or collection; and
- 117.7 using Products reasonably and for their intended purpose.

118. Customers must not deliberately remove, alter or obscure safety, allergen, batch or date information where doing so creates a safety risk or misleads another person.

LIMITATION OF LIABILITY

119. IMPORTANT: Nothing in these Terms excludes or limits any liability which cannot lawfully be excluded or limited.

120. In particular, nothing in these Terms is intended to exclude liability imposed by applicable law in relation to:

- 120.1 unsafe goods;
- 120.2 Product defects;
- 120.3 hazards;
- 120.4 inadequate instructions or warnings; or
- 120.5 any other matter for which liability cannot lawfully be excluded.

121. Subject to clauses 119 and 120 and applicable law, we will not be responsible for loss, deterioration, contamination or damage arising solely from:

- 121.1 failure to follow clear storage instructions;
- 121.2 consumption contrary to a clear safety warning;
- 121.3 improper handling after delivery or collection;
- 121.4 contamination introduced after delivery or collection;
- 121.5 unauthorised alteration or repackaging by the Customer or a third party; or
- 121.6 another act or omission occurring after the Product has left our control and for which we are not legally responsible.

122. Any limitation or exclusion contained in these Terms must be interpreted restrictively and consistently with the CPA.

INDEMNITY

123. Subject to the CPA and to the maximum extent permitted by law, a Customer or business reseller may be responsible for loss, claims or damage to the extent caused by that person's own unlawful, intentional or negligent conduct, including:

- 123.1 removal or alteration of required labelling;
- 123.2 contamination of a Product after supply;
- 123.3 unauthorised repackaging;
- 123.4 misleading representation concerning a Product;
- 123.5 failure to comply with a legitimate recall or safety instruction.

124. This clause does not indemnify Hot & Bothered Kitchen against liability which cannot lawfully be excluded or transferred and does not require a consumer to waive any right under the CPA.

FORCE MAJEURE

125. Neither party will be liable for a failure or delay caused by circumstances genuinely beyond that party's reasonable control.

126. Such circumstances may include:

- 126.1 natural disasters;
- 126.2 severe weather;
- 126.3 fire;
- 126.4 civil unrest;
- 126.5 strikes;
- 126.6 interruption of essential utilities;
- 126.7 significant transport disruption;
- 126.8 governmental restrictions; or
- 126.9 significant supply-chain interruption.

127. The affected party must take reasonable steps to mitigate the consequences.

128. Nothing in this clause removes a cancellation, refund or other right available under applicable law.

PRODUCT RECALLS AND SAFETY NOTICES

129. If we become aware of a circumstance reasonably requiring a Product safety notice, withdrawal or recall, we may take such steps as are reasonably necessary or required by law.

130. A recall may identify affected Products by:

- 130.1 Product name;
- 130.2 package size;
- 130.3 batch or lot number;
- 130.4 production date;
- 130.5 best-before or use-by date; or
- 130.6 other identifying information.

131. Customers and resellers must reasonably cooperate with legitimate safety or recall instructions.

132. A Customer may be instructed to:

- 132.1 stop consuming the Product;
- 132.2 retain the Product;
- 132.3 return it;
- 132.4 safely dispose of it; or
- 132.5 contact us for further instructions.

133. Applicable refunds, replacements or other remedies will be dealt with in accordance with law and our Returns, Refunds & Cancellations Policy.

COMPLAINTS

134. We encourage Customers to raise legitimate Product or service complaints promptly.

135. A complaint should, where applicable, include:

- 135.1 the Customer's name and contact information;
- 135.2 Order or invoice number;

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- 135.3 Product name;
- 135.4 batch or lot number;
- 135.5 date and place of purchase;
- 135.6 description of the complaint;
- 135.7 photographs; and
- 135.8 proof of purchase.

136. Food-safety concerns should be reported as soon as reasonably possible.

137. We may request further reasonable information required to investigate the complaint.

138. Nothing in this clause prevents a consumer from exercising any statutory remedy or approaching an appropriate regulatory, consumer or dispute-resolution body.

INTELLECTUAL PROPERTY

139. The HOT & BOTHERED KITCHEN name and associated branding, logos, Product names, recipes, photographs, graphics, packaging designs, written material, advertising and other intellectual property belong to Hot and Bothered Holdings (Pty) Ltd or are lawfully used by it, as applicable.

140. Purchase of a Product does not transfer ownership of any intellectual property associated with that Product.

141. No person may, without appropriate authority:

- 141.1 copy or reproduce our branding;
 - 141.2 use our photographs commercially;
 - 141.3 reproduce proprietary written content;
 - 141.4 represent another Product as being ours;
 - 141.5 create misleadingly similar packaging or branding; or
 - 141.6 otherwise commercially exploit our intellectual property,
- except where permitted by law.

PRIVACY AND PERSONAL INFORMATION

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142. Personal information will be processed in accordance with our Privacy Policy and applicable South African law, including POPIA.
143. Personal information may be processed where reasonably necessary to:
- 143.1 process Orders;
 - 143.2 receive payments;
 - 143.3 arrange delivery;
 - 143.4 communicate with Customers;
 - 143.5 process complaints and refunds;
 - 143.6 administer Product recalls;
 - 143.7 comply with legal obligations; and
 - 143.8 conduct lawful marketing.
144. The Privacy Policy contained in the Hot & Bothered Kitchen Customer Legal Pack forms part of these Terms.

DIRECT MARKETING

145. Direct marketing communications will be sent only where permitted by applicable law.
146. Where consent is required, consent will be obtained in accordance with applicable law.
147. A recipient may opt out of marketing communications.
148. Opting out of marketing does not prevent us from sending communications reasonably necessary to fulfil or administer an existing Order or transaction.

BUSINESS, WHOLESALE AND RESELLER CUSTOMERS

149. Additional terms may apply where Products are supplied to a:
- 149.1 retailer;
 - 149.2 reseller;
 - 149.3 distributor;
 - 149.4 caterer;
 - 149.5 hospitality business; or
 - 149.6 other commercial Customer.

150. Unless expressly authorised in writing, a reseller may not:

- 150.1 alter our Product labels;
- 150.2 remove or obscure batch information;
- 150.3 remove or alter date markings;
- 150.4 make unauthorised nutritional, health or Product claims;
- 150.5 repackage Products under the Hot & Bothered Kitchen brand;
- 150.6 alter allergen or ingredient information; or
- 150.7 represent itself as our employee, partner or agent.

151. Resellers must:

- 151.1 store Products correctly;
- 151.2 observe applicable food-safety requirements;
- 151.3 maintain required traceability information;
- 151.4 comply with legitimate recall instructions; and
- 151.5 not sell Products which they know or reasonably suspect are unsafe or unsuitable for sale.

NO UNAUTHORISED REPRESENTATIONS

152. No reseller, employee, delivery provider or other third party may make a representation, warranty or promise on behalf of Hot & Bothered Kitchen unless authorised to do so.

153. This clause does not limit any legal responsibility we may have for representations made by persons acting within their actual or apparent authority.

BREACH

154. If either party materially breaches an obligation arising from a transaction and fails to remedy that breach after receiving any notice and opportunity to remedy required by law or agreement, the innocent party may exercise such remedies as are available under applicable law.

155. Nothing in this clause permits Hot & Bothered Kitchen to cancel a consumer transaction or impose a penalty in circumstances where doing so would be inconsistent with the CPA.

DISPUTE RESOLUTION

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156. A Customer who has a complaint or dispute is encouraged to contact us first so that we have a reasonable opportunity to investigate and attempt to resolve the matter.
157. Nothing in clause 156 requires a consumer to abandon or delay a statutory remedy where the consumer is entitled by law to pursue that remedy.
158. Where appropriate, the parties may attempt to resolve a dispute through good-faith negotiation or an applicable alternative dispute-resolution mechanism.
159. Nothing in these Terms prevents a consumer from approaching any consumer commission, tribunal, ombud, regulator or other body having lawful jurisdiction.

APPLICABLE LAW

160. These Terms and transactions governed by them are subject to the laws of the Republic of South Africa.
161. South African law will apply to the interpretation of these Terms, subject to any mandatory law which applies to a particular transaction.

JURISDICTION

162. Subject to applicable consumer legislation, disputes may be determined by a competent South African court.
163. Nothing in these Terms is intended to deprive a consumer of a statutory right concerning jurisdiction or the forum in which a dispute may lawfully be pursued.

NOTICES AND CONTACT INFORMATION

164. Our details for notices, enquiries and complaints are:

Registered Entity: Hot and Bothered Holdings (Pty) Ltd

Registration Number: 2026/398139/07

Trading Name: Hot & Bothered Kitchen

Physical / Business Address: [Insert]

Email: [Insert] Telephone / WhatsApp: [Insert]

Website / Online Store: [Insert, if applicable]

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165. Customers must ensure that contact information provided to us is accurate and should notify us of relevant changes while an Order remains outstanding.

AMENDMENTS TO THESE TERMS

166. We may amend these Terms from time to time to:

- 166.1 accommodate changes to our business;
- 166.2 introduce new Products or sales channels;
- 166.3 reflect changes in legislation;
- 166.4 address operational requirements; or
- 166.5 improve clarity.

167. The version ordinarily applicable to a transaction will be the version in force when the Order is accepted.

168. An amendment will not retrospectively remove a right which has already accrued to a Customer.

SEVERABILITY

169. If a provision of these Terms is found to be invalid, unlawful or unenforceable, that provision will, to the extent reasonably possible, be interpreted or severed so as to comply with applicable law.

170. The remaining provisions will continue to apply.

NO WAIVER

171. A failure or delay by either party to exercise a right does not automatically constitute a waiver of that right.

172. A waiver relating to one breach does not automatically constitute a waiver relating to a later breach.

ENTIRE AGREEMENT

173. The terms governing a transaction may include:

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- 173.1 these Terms and Conditions of Sale;
- 173.2 the applicable Order or invoice;
- 173.3 Product-specific information and labelling;
- 173.4 the Important Food Safety, Allergen & Product Use Notice;
- 173.5 the Privacy Policy;
- 173.6 the Returns, Refunds & Cancellations Policy;
- 173.7 applicable promotional terms; and
- 173.8 any specific written terms expressly agreed for the transaction.

174. These documents must be read together.

175. Nothing in this clause excludes any representation, warranty, disclosure or right which cannot lawfully be excluded.

CONSUMER RIGHTS TAKE PRECEDENCE

176. Nothing in these Terms is intended to require a consumer to waive any right which cannot lawfully be waived.

177. If a provision of these Terms is inconsistent with a mandatory consumer-protection provision, the mandatory provision will prevail to the extent of the inconsistency.

178. These Terms must not be interpreted as:

- 178.1 excusing the supply of unsafe Products;
- 178.2 excluding responsibility for defects where liability is imposed by law;
- 178.3 excluding required food-safety or allergen warnings;
- 178.4 preventing a legitimate complaint;
- 178.5 preventing a Product recall; or
- 178.6 depriving a consumer of a statutory refund, replacement or other remedy.

DOCUMENT STATUS

179. These Terms form part of the Hot & Bothered Kitchen Customer Legal Pack.

180. They must be read together with the other policies and notices incorporated into that Legal Pack.

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181. The Customer is encouraged to retain a copy of the Terms applicable at the time of purchase.

BUSINESS DETAILS

HOT AND BOTHERED HOLDINGS (PTY) LTD

Registration Number: 2026/398139/07

Trading as: HOT & BOTHERED KITCHEN

Physical / Business Address: [Insert]

Email: [Insert]

Telephone / WhatsApp: [Insert]

Website / Online Store: [Insert, if applicable]

Information Officer: [Insert]

Effective Date: 1 SEPTEMBER 2026

Version: 1.0

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**HOT & BOTHERED
KITCHEN**

PRIVACY POLICY

HOT AND BOTHERED HOLDINGS (PTY) LTD

Registration Number: 2026/398139/07

Trading as HOT & BOTHERED KITCHEN

Effective Date: 1 SEPTEMBER 2026

Version: 1.0

PURPOSE OF THIS PRIVACY POLICY

1. Hot and Bothered Holdings (Pty) Ltd, registration number 2026/398139/07, trading as Hot & Bothered Kitchen ("Hot & Bothered Kitchen", "we", "us" or "our"), respects the privacy of its customers, prospective customers, suppliers, service providers, business partners and other persons with whom it interacts.
2. This Privacy Policy explains how we collect, receive, record, organise, store, update, use, share, transfer, secure, retain and otherwise process personal information.
3. We process personal information in accordance with applicable South African law, including the Protection of Personal Information Act 4 of 2013 ("POPIA").
4. The purpose of this Policy is to explain, in a reasonably clear and transparent manner:
 - 4.1 what personal information we may collect;
 - 4.2 where we obtain personal information;
 - 4.3 why we process personal information;
 - 4.4 when personal information may be shared with third parties;
 - 4.5 how personal information is protected and retained;
 - 4.6 the circumstances in which personal information may be transferred outside South Africa; and
 - 4.7 the rights available to persons whose personal information we process.
5. This Privacy Policy must be read together with our Terms and Conditions of Sale and any other privacy or consent notice applicable to a particular interaction.

WHO IS RESPONSIBLE FOR YOUR PERSONAL INFORMATION?

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6. For purposes of POPIA, Hot and Bothered Holdings (Pty) Ltd will generally be the responsible party in respect of personal information where we determine the purpose of and means by which that information is processed.
7. In certain circumstances, third-party service providers may process personal information on our behalf as operators, or may process information as responsible parties in their own right.
8. Our contact details for privacy-related matters appear at the end of this Policy.

APPLICATION OF THIS POLICY

9. This Policy applies to personal information processed through or in connection with:
 - 9.1 customer Orders;
 - 9.2 quotations and enquiries;
 - 9.3 our website or online store, if applicable;
 - 9.4 WhatsApp and other electronic messaging services;
 - 9.5 email communications;
 - 9.6 telephone communications;
 - 9.7 social-media platforms;
 - 9.8 markets, events, stalls and physical sales points;
 - 9.9 deliveries and collections;
 - 9.10 competitions and promotions;
 - 9.11 customer complaints, returns and refunds;
 - 9.12 food-safety investigations and Product recalls;
 - 9.13 suppliers and service providers;
 - 9.14 retailers, resellers and distributors;
 - 9.15 prospective and existing commercial relationships; and
 - 9.16 other lawful business interactions.

WHAT IS PERSONAL INFORMATION?

10. "Personal information" has the meaning assigned to that expression under POPIA.
11. Broadly, it includes information relating to an identifiable living natural person and, where applicable under POPIA, an identifiable existing juristic person.

12. Personal information may include information which, either by itself or when combined with other information, identifies or relates to a particular person.

PERSONAL INFORMATION WE MAY COLLECT

13. The personal information we process will depend on the nature of our interaction with you.
14. It may include:
- 14.1 full name and surname;
 - 14.2 business or trading name;
 - 14.3 company registration information;
 - 14.4 telephone or cellphone number;
 - 14.5 WhatsApp contact details;
 - 14.6 email address;
 - 14.7 physical, postal, billing and delivery addresses;
 - 14.8 Order and purchase information;
 - 14.9 transaction and payment-related information;
 - 14.10 invoices and account information;
 - 14.11 delivery instructions;
 - 14.12 communications and correspondence with us;
 - 14.13 customer-service enquiries;
 - 14.14 complaints, returns and refund information;
 - 14.15 competition or promotion entries;
 - 14.16 social-media interactions where relevant to our business;
 - 14.17 information relating to suppliers, distributors, retailers and other business contacts;
 - 14.18 information reasonably required for fraud prevention or transaction verification;
 - 14.19 information required for food-safety, traceability or Product-recall purposes; and
 - 14.20 any other personal information which you voluntarily provide to us and which we may lawfully process.

ALLERGY, DIETARY AND OTHER SENSITIVE INFORMATION

15. A Customer may voluntarily provide us with information concerning:
- 15.1 food allergies;
 - 15.2 food intolerances;
 - 15.3 dietary requirements; or

15.4 other information relevant to the suitability or safety of a Product.

16. Depending on its nature and context, such information may constitute or reveal information deserving of additional protection under applicable law.

17. We will process such information only where there is an appropriate lawful basis and only to the extent reasonably necessary for the relevant purpose.

18. Such purposes may include:

- 18.1 responding to an ingredient or allergen enquiry;
- 18.2 dealing with a food-safety complaint;
- 18.3 investigating an adverse reaction reported to us;
- 18.4 assisting with Product traceability;
- 18.5 administering a Product withdrawal or recall; or
- 18.6 complying with a legal obligation.

19. Customers should not provide sensitive information which is unnecessary for us to deal with their enquiry or transaction.

HOW WE COLLECT PERSONAL INFORMATION

20. We generally collect personal information directly from the person concerned.

21. This may occur when you:

- 21.1 place an Order;
- 21.2 request a quotation;
- 21.3 make an enquiry;
- 21.4 communicate with us by telephone, WhatsApp, email or social media;
- 21.5 make a purchase at a physical sales point;
- 21.6 request delivery;
- 21.7 make or attempt to make payment;
- 21.8 submit a complaint;
- 21.9 request a return or refund;
- 21.10 report a Product-safety concern;
- 21.11 participate in a competition or promotion;

- 21.12 subscribe to marketing communications; or
- 21.13 otherwise interact with us.

22. We may also lawfully receive personal information from third parties, including:

- 22.1 payment providers;
- 22.2 banks;
- 22.3 couriers and delivery providers;
- 22.4 retailers, resellers or distributors;
- 22.5 social-media or e-commerce platforms;
- 22.6 service providers;
- 22.7 publicly available sources where lawful; and
- 22.8 another person authorised to provide information on your behalf.

WHY WE PROCESS PERSONAL INFORMATION

23. We may process personal information where reasonably necessary to conduct and administer our business.

24. Purposes may include:

- 24.1 receiving and processing Orders;
- 24.2 preparing quotations;
- 24.3 confirming Product availability;
- 24.4 processing payments;
- 24.5 issuing invoices, receipts and statements;
- 24.6 arranging delivery or collection;
- 24.7 communicating regarding an Order;
- 24.8 responding to enquiries;
- 24.9 providing customer support;
- 24.10 processing returns, exchanges and refunds;
- 24.11 investigating complaints;
- 24.12 responding to allergen or ingredient enquiries;
- 24.13 investigating food-safety concerns;
- 24.14 maintaining Product and batch traceability;
- 24.15 administering Product withdrawals and recalls;
- 24.16 managing supplier, retailer, distributor and reseller relationships;

- 24.17 preventing or detecting fraud or other unlawful conduct;
- 24.18 maintaining appropriate business and accounting records;
- 24.19 complying with tax, accounting, regulatory and legal obligations;
- 24.20 establishing, exercising or defending legal rights;
- 24.21 improving our Products, services and customer experience;
- 24.22 conducting internal business administration; and
- 24.23 conducting direct marketing where permitted by law.

LAWFUL PROCESSING

- 25. We will process personal information only where permitted by POPIA and other applicable law.
- 26. Depending upon the circumstances, processing may be justified because:
 - 26.1 it is necessary to conclude or perform a contract to which the person is a party;
 - 26.2 it is necessary to comply with an obligation imposed by law;
 - 26.3 it protects a legitimate interest of the person concerned;
 - 26.4 it is necessary for the proper performance of a public-law duty by a public body, where applicable;
 - 26.5 it is necessary to pursue our legitimate interests or those of a third party, where legally permissible; or
 - 26.6 the person has consented to the processing.
- 27. We will not rely on consent where another lawful basis is more appropriate merely for convenience.
- 28. Where processing is based on consent, consent may be withdrawn, subject to applicable law and without affecting processing which was lawful before withdrawal.

ACCURACY OF INFORMATION

- 29. We will take reasonably practicable steps to ensure that personal information under our control is complete, accurate, not misleading and updated where necessary, having regard to the purpose for which it is processed.
- 30. Customers and other persons interacting with us should provide accurate information and notify us if relevant information changes.

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31. We will not be responsible for consequences arising solely from materially inaccurate information supplied to us where we could not reasonably have known that it was inaccurate.

PAYMENT INFORMATION

32. Payments may be processed through banks, financial institutions, payment gateways or other payment service providers.
33. Depending on the payment method used, payment providers may process personal information under their own privacy terms.
34. We will process or retain payment-related information only to the extent reasonably necessary for:
- 34.1 processing or confirming payment;
 - 34.2 issuing invoices or receipts;
 - 34.3 accounting and tax purposes;
 - 34.4 dealing with refunds;
 - 34.5 preventing or investigating fraud; and
 - 34.6 complying with applicable law.
35. Customers should never provide us with banking passwords or card PINs.
36. One-time passwords and similar security credentials should only be entered into the legitimate secure payment process for which they were generated.

DELIVERY INFORMATION

37. Where delivery is requested, we may process information reasonably necessary to arrange and complete delivery.
38. This may include:
- 38.1 the recipient's name;
 - 38.2 delivery address;
 - 38.3 contact number;
 - 38.4 delivery instructions; and

38.5 other information reasonably necessary to locate the delivery destination or complete delivery.

39. Necessary information may be provided to a courier, delivery platform or other delivery provider.

40. Customers should avoid including unnecessary sensitive information in delivery instructions.

DIRECT MARKETING

41. We may wish to communicate with existing or prospective Customers regarding:

- 41.1 new Products;
- 41.2 specials;
- 41.3 promotions;
- 41.4 competitions;
- 41.5 events; or
- 41.6 other Hot & Bothered Kitchen offerings.

42. Electronic direct marketing will be conducted only where permitted by applicable law.

43. Where prior consent is legally required, we will seek such consent in the manner required by law.

44. A person receiving electronic direct marketing from us may request that the communications cease.

45. Opt-out requests will be honoured in accordance with applicable law.

46. We will not charge a person for exercising a lawful right to object to direct marketing.

47. Opting out of marketing does not prevent us from sending non-marketing communications reasonably necessary to administer:

- 47.1 an existing Order;
- 47.2 a delivery;
- 47.3 a payment;

- 47.4 a complaint;
- 47.5 a refund;
- 47.6 a Product recall; or
- 47.7 another existing business relationship.

WHATSAPP, EMAIL AND ELECTRONIC COMMUNICATIONS

- 48. Customers may communicate with us using WhatsApp, email or other electronic channels which we make available.
- 49. Information submitted through such services may also be processed by the relevant third-party communications provider in accordance with that provider's terms and privacy practices.
- 50. Customers should avoid sending unnecessary sensitive personal information through electronic messaging services.
- 51. We may retain business communications where reasonably necessary for Order administration, customer service, accounting, legal, complaint, food-safety or evidentiary purposes.

SOCIAL MEDIA

- 52. Hot & Bothered Kitchen may maintain profiles or pages on third-party social-media platforms.
- 53. Information posted publicly on those platforms may be visible to other users and may be processed by the relevant platform.
- 54. Customers should not publish confidential, financial, medical or other sensitive information in public comments or posts when communicating with us.
- 55. Where a matter requires personal information, we may request that the communication be moved to a more appropriate private channel.
- 56. Third-party social-media platforms are governed by their own terms and privacy policies.

WEBSITE, COOKIES AND SIMILAR TECHNOLOGIES

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57. If Hot & Bothered Kitchen operates a website or online store, cookies and similar technologies may be used.
58. Depending upon the website functionality, these technologies may be used to:
- 58.1 enable essential website functions;
 - 58.2 remember user preferences;
 - 58.3 maintain shopping-cart functionality;
 - 58.4 improve website performance;
 - 58.5 understand how visitors use the website;
 - 58.6 detect security concerns; and
 - 58.7 support marketing or analytics where legally permissible.
59. Where required, further information and appropriate choices will be provided through a cookie notice or consent mechanism.
60. A Customer may be able to control cookies through browser settings, although disabling certain cookies may affect website functionality.

SHARING PERSONAL INFORMATION

61. We do not sell personal information as a commodity.
62. Personal information may be disclosed to third parties where reasonably necessary and lawful.
63. Such third parties may include:
- 63.1 couriers and delivery providers;
 - 63.2 banks and payment processors;
 - 63.3 accountants and auditors;
 - 63.4 attorneys and other professional advisers;
 - 63.5 IT, hosting, cloud-storage and technical service providers;
 - 63.6 e-commerce service providers;
 - 63.7 marketing service providers where lawful;
 - 63.8 insurers;
 - 63.9 retailers, resellers or distributors where necessary;
 - 63.10 regulators and governmental authorities;

- 63.11 law-enforcement authorities where disclosure is lawfully required; and
- 63.12 other service providers reasonably necessary for our business operations.

- 64. We will take reasonable steps, where required, to ensure that operators processing personal information on our behalf establish and maintain appropriate security safeguards.
- 65. Third parties acting as responsible parties in their own right may have their own privacy obligations and policies.

OPERATORS AND SERVICE PROVIDERS

- 66. We may appoint third-party operators to process personal information on our behalf.
- 67. Where required by POPIA, appropriate contractual arrangements will be implemented with such operators.
- 68. Operators will be expected to:
 - 68.1 process information only with our knowledge or authorisation;
 - 68.2 treat personal information as confidential;
 - 68.3 implement appropriate security safeguards; and
 - 68.4 notify us of security compromises as required by applicable law and contractual arrangements.

CROSS-BORDER TRANSFERS

- 69. Some technology, hosting, cloud-storage, payment, communications or social-media service providers may process or store information outside the Republic of South Africa.
- 70. Where personal information is transferred to a third party in another country, we will take reasonable steps to ensure that the transfer complies with the requirements applicable under POPIA.
- 71. This may include relying on:
 - 71.1 adequate legal protection in the recipient country;
 - 71.2 binding agreements providing appropriate protection;
 - 71.3 the data subject's consent where legally appropriate; or

71.4 another lawful basis permitted by POPIA.

SECURITY OF PERSONAL INFORMATION

72. We will take appropriate, reasonable technical and organisational measures to safeguard the integrity and confidentiality of personal information in our possession or under our control.
73. Measures will be appropriate to the nature of the information and reasonably foreseeable risks.
74. Such measures may include, where appropriate:
- 74.1 access controls;
 - 74.2 password protection;
 - 74.3 secure electronic systems;
 - 74.4 reasonable device security;
 - 74.5 appropriate backup measures;
 - 74.6 limiting access to persons who reasonably require it;
 - 74.7 appropriate confidentiality arrangements; and
 - 74.8 secure destruction or deletion procedures.
75. While reasonable measures will be implemented, no electronic communication or storage system can be guaranteed to be entirely immune from security risks.

SECURITY COMPROMISES

76. If there are reasonable grounds to believe that personal information under our control has been accessed or acquired by an unauthorised person, we will investigate and respond in accordance with POPIA.
77. Where legally required, notification will be made to the Information Regulator and affected data subjects.
78. A notification may include information reasonably required by law concerning:
- 78.1 the nature of the compromise;
 - 78.2 possible consequences;
 - 78.3 measures taken or intended to address the compromise; and
 - 78.4 steps the affected person may take to mitigate possible harm.

78.5 Notification may be delayed where a competent authority lawfully requires such delay.

RETENTION OF PERSONAL INFORMATION

79. Personal information will not be retained for longer than is necessary to achieve the purpose for which it was collected, unless retention is required or permitted by law.

80. Retention periods may be affected by:

- 80.1 tax and accounting requirements;
- 80.2 contractual obligations;
- 80.3 food-safety requirements;
- 80.4 Product traceability;
- 80.5 Product-recall requirements;
- 80.6 complaint and dispute records;
- 80.7 prescription periods;
- 80.8 actual or reasonably anticipated legal proceedings; and
- 80.9 other legitimate and lawful business requirements.

81. When personal information is no longer required and there is no lawful basis for retaining it, it will be destroyed, deleted or de-identified as appropriate.

82. Destruction or deletion will be performed in a manner intended to prevent the information from being reconstructed in an intelligible form where reasonably practicable.

CHILDREN'S PERSONAL INFORMATION

83. We do not intentionally seek to collect or process children's personal information unnecessarily.

84. Where children's personal information must be processed, we will do so only where permitted by POPIA or other applicable law.

85. Where authorisation from a competent person is required, such authorisation should be obtained before the information is provided to us.

86. A parent or guardian who believes that a child's personal information has been supplied to us without appropriate authority should contact our Information Officer.

RIGHTS OF DATA SUBJECTS

87. Subject to POPIA and other applicable legislation, a data subject may have the right to:
- 87.1 request confirmation as to whether we hold personal information about them;
 - 87.2 request access to personal information held about them;
 - 87.3 request correction of inaccurate, incomplete, excessive, outdated or misleading personal information;
 - 87.4 request deletion or destruction of personal information where permitted by law;
 - 87.5 object, on reasonable grounds, to certain processing;
 - 87.6 object to direct marketing;
 - 87.7 withdraw consent where processing is based on consent;
 - 87.8 request information regarding the identity of third parties who have had access to their information where applicable and legally required;
 - 87.9 complain to us regarding our processing of personal information; and
 - 87.10 lodge a complaint with the Information Regulator.
88. These rights are subject to any lawful grounds upon which access, correction, deletion or another request may be refused or limited.

REQUESTS FOR ACCESS, CORRECTION OR DELETION

89. Requests concerning personal information may be submitted to our Information Officer using the contact details below.
90. We may require:
- 90.1 sufficient information to identify the requester;
 - 90.2 reasonable proof of identity;
 - 90.3 details sufficient to identify the information concerned; and
 - 90.4 any prescribed form required by applicable law.
91. This verification process is intended to protect personal information from unauthorised disclosure or alteration.

92. We will respond to valid requests in accordance with applicable legal requirements.

93. Where a request is refused, reasons will be provided where required by law.

AUTOMATED DECISION-MAKING

94. Hot & Bothered Kitchen does not intend to subject Customers to decisions based solely on automated processing which produce legal consequences or similarly significant effects unless such processing is permitted by applicable law.

95. If our practices materially change in this respect, this Policy will be updated where appropriate.

THIRD-PARTY WEBSITES AND SERVICES

96. Our website, social-media pages or electronic communications may contain links to third-party websites, payment services, delivery platforms or other external services.

97. We do not control the privacy practices of independent third parties.

98. Customers should review the applicable third party's privacy policy before supplying personal information directly to that third party.

99. This clause does not limit any responsibility we may have under law for third parties processing personal information on our behalf.

INFORMATION OFFICER

100. Hot and Bothered Holdings (Pty) Ltd will maintain the Information Officer arrangements required by POPIA.

101. The Information Officer is responsible for overseeing applicable privacy and information-protection responsibilities within the business.

102. Privacy-related enquiries and requests may be directed to:

Information Officer: [Insert Full Name]

Email: [Insert]

Telephone: [Insert]

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Physical Address: [Insert]

103. The details of any Deputy Information Officer, if appointed and applicable, may be made available on request or through our relevant privacy documentation.

COMPLAINTS

104. If you believe that we have processed your personal information unlawfully or have otherwise failed to comply with our obligations under POPIA, you are encouraged to contact our Information Officer so that the matter can be investigated.

105. Nothing in clause 29.1 prevents a data subject from exercising any right to lodge a complaint directly with the Information Regulator.

106. Complaints to us should contain sufficient information to identify:

- 106.1 the person concerned;
- 106.2 the personal information or processing activity in question; and
- 106.3 the nature of the complaint.

107. We will endeavour to investigate legitimate privacy complaints within a reasonable period.

INFORMATION REGULATOR

108. A data subject may lodge a complaint with the Information Regulator (South Africa) where permitted by POPIA.

109. Current contact information for the Information Regulator should be obtained from the Regulator's official communication channels before publication of this Policy, as those details may change from time to time.

110. Nothing in this Policy requires a data subject to surrender any statutory right to approach the Information Regulator or another competent authority.

CHANGES TO THIS PRIVACY POLICY

111. We may amend this Privacy Policy from time to time to reflect:

- 111.1 changes in our business operations;

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- 111.2 changes in the manner in which personal information is processed;
- 111.3 new technology or service providers;
- 111.4 new sales channels;
- 111.5 changes in applicable legislation or regulatory guidance; or
- 111.6 improvements to our privacy practices.

112. The latest version will apply from the effective date stated in the Policy.

113. Where a material change requires additional notification or consent under applicable law, we will take reasonable steps to comply with those requirements.

INTERPRETATION AND CONSUMER RIGHTS

114. Nothing in this Privacy Policy is intended to:

- 114.1 limit a right granted under POPIA;
- 114.2 authorise processing which would otherwise be unlawful;
- 114.3 require a data subject to waive a statutory privacy right; or
- 114.4 exclude any obligation which cannot lawfully be excluded.

115. If a provision of this Policy conflicts with a mandatory provision of POPIA or another applicable law, the mandatory provision will prevail to the extent of the inconsistency.

CONTACT DETAILS

For privacy-related enquiries, requests or complaints, please contact:

HOT AND BOTHERED HOLDINGS (PTY) LTD

Registration Number: 2026/398139/07

Trading as: HOT & BOTHERED KITCHEN

Information Officer: [Insert]

Physical / Business Address: [Insert]

Email: [Insert]

Telephone / WhatsApp: [Insert]

Website: [Insert, if applicable]

Effective Date: 1 SEPTEMBER 2026

Version: 1.0

This Privacy Policy forms part of the Hot & Bothered Kitchen Customer Legal Pack and must be read together with the Terms and Conditions of Sale and other applicable notices and policies.



RETURNS, REFUNDS & CANCELLATIONS POLICY

HOT AND BOTHERED HOLDINGS (PTY) LTD

Registration Number: 2026/398139/07

Trading as HOT & BOTHERED KITCHEN

Effective Date: 1 SEPTEMBER 2026

Version: 1.0

PURPOSE AND APPLICATION

1. This Returns, Refunds & Cancellations Policy ("Policy") forms part of the Terms and Conditions of Sale of Hot and Bothered Holdings (Pty) Ltd, registration number 26/398139/07, trading as Hot & Bothered Kitchen ("Hot & Bothered Kitchen", "we", "us" or "our").
2. This Policy explains how we deal with:
 - 2.1 incorrect Products;
 - 2.2 damaged Products;
 - 2.3 defective or unsafe Products;
 - 2.4 Product-quality complaints;
 - 2.5 change-of-mind returns;
 - 2.6 Order cancellations;
 - 2.7 custom and bulk Orders;
 - 2.8 failed collections or deliveries;
 - 2.9 refunds;
 - 2.10 promotional Products and gifts; and
 - 2.11 Product recalls.
3. Because Hot & Bothered Kitchen supplies food Products, health, hygiene, perishability, storage and food-safety considerations may affect whether a Product can safely or lawfully be returned or resold.
4. Nothing in this Policy is intended to exclude, restrict or limit any right which a consumer may have under the Consumer Protection Act 68 of 2008 ("CPA"), the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), or any other applicable South African law where such right cannot lawfully be excluded or limited.

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5. If any provision of this Policy conflicts with a mandatory provision of applicable law, the mandatory provision will prevail to the extent of the conflict.

PLEASE CHECK YOUR ORDER PROMPTLY

6. Customers are encouraged to inspect Products as soon as reasonably possible after delivery or collection.
7. Please check that:
 - 7.1 the correct Products were supplied;
 - 7.2 the correct quantities were supplied;
 - 7.3 packaging is intact;
 - 7.4 bottles, jars, containers or other packaging are not leaking, cracked or broken;
 - 7.5 safety seals are intact where applicable;
 - 7.6 Products do not display obvious signs of spoilage or contamination; and
 - 7.7 the Order is materially consistent with what was purchased.
8. Customers should notify us as soon as reasonably possible if they identify an apparent issue.
9. Prompt reporting helps us investigate the matter efficiently and, where relevant, identify whether other Products or batches may be affected.
10. A failure to report a matter immediately does not deprive a consumer of a statutory right which cannot lawfully be waived.

INCORRECT PRODUCTS

11. If we supply a Product materially different from the Product ordered, the Customer should notify us as soon as reasonably possible.
12. Where the error is attributable to us, we may, depending on the circumstances and applicable law:
 - 12.1 replace the incorrect Product with the correct Product;
 - 12.2 arrange collection or return of the incorrect Product;
 - 12.3 refund the applicable purchase price; or
 - 12.4 provide another remedy agreed with the Customer and permitted by law.

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13. Where a return is required solely because we supplied the incorrect Product, the Customer will not be required to bear return costs where applicable law places those costs upon us.
14. Customers should not consume, open or dispose of an incorrectly supplied Product if they intend to request its return, unless there is a food-safety reason requiring otherwise.

MISSING PRODUCTS

15. If an Order is incomplete, the Customer should notify us promptly and identify the missing Product or quantity.
16. After reasonable verification, we may:
 - 16.1 supply the missing Product;
 - 16.2 refund the price paid for the missing Product; or
 - 16.3 agree another appropriate resolution with the Customer.
17. We may request reasonable proof of the Order, invoice or payment before processing the matter.

DAMAGED PRODUCTS

18. If a Product is delivered in a materially damaged condition, including where:
 - 18.1 a bottle or jar is cracked or broken;
 - 18.2 a Product is leaking;
 - 18.3 packaging is materially compromised;
 - 18.4 a safety seal appears broken or tampered with; or
 - 18.5 damage creates a reasonable concern regarding the safety of the Product,
 the Customer should not consume the Product.
19. Where reasonably safe to do so, the Customer should retain:
 - 19.1 the Product;
 - 19.2 the original packaging;
 - 19.3 the label;
 - 19.4 batch or lot information; and
 - 19.5 any outer courier or delivery packaging.

20. We may request photographs of:

- 20.1 the Product;
- 20.2 the damaged area;
- 20.3 the packaging;
- 20.4 the label; and
- 20.5 any relevant batch or date information.

21. Where the Customer is entitled to a statutory remedy, the matter will be dealt with in accordance with applicable law.

DEFECTIVE OR UNSAFE PRODUCTS

22. Products supplied to consumers are subject to the statutory standards, warranties and remedies applicable under South African law, including, where applicable, sections 55 and 56 of the CPA.

23. Where a Product fails to satisfy the requirements and standards contemplated in section 55 of the CPA, the consumer may exercise the remedies available under section 56, subject to the requirements and time periods prescribed by the CPA.

24. Where section 56 applies, the consumer may return the Product without penalty and at the supplier's risk and expense and may elect the remedy available under the CPA, including, where applicable, replacement of the Product or refund of the price paid.

25. A Product reasonably suspected of being unsafe should not be consumed.

26. We may request reasonable and proportionate information necessary to identify and investigate the complaint, but such investigation will not be used to unreasonably delay or defeat a statutory remedy.

27. Nothing in this Policy reduces, replaces or restricts a statutory warranty, remedy or other right available to a consumer.

FOOD-SAFETY COMPLAINTS

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28. Hot & Bothered Kitchen takes food-safety complaints seriously.
29. A Customer should contact us as soon as reasonably possible if they believe a Product:
- 29.1 may be contaminated;
 - 29.2 appears spoiled;
 - 29.3 contains an undeclared allergen;
 - 29.4 has incorrect ingredient information;
 - 29.5 has compromised packaging;
 - 29.6 has an unusual appearance or odour suggesting spoilage;
 - 29.7 may have been incorrectly stored before supply; or
 - 29.8 otherwise presents a reasonable safety concern.
30. Where reasonably possible, Customers should retain the Product and packaging until we advise whether these are required for investigation.
31. Products presenting a possible food-safety hazard should not be couriered, transported or returned without appropriate instructions.
32. Where a food-safety complaint indicates that Products from the same batch may be affected, we may conduct further investigation and implement appropriate withdrawal or recall procedures.

ALLERGEN AND LABELLING COMPLAINTS

33. If a Customer believes that a Product contains an ingredient or allergen which was not appropriately disclosed, the Product should not be consumed further.
34. The Customer should retain:
- 34.1 the Product;
 - 34.2 the complete label;
 - 34.3 packaging;
 - 34.4 batch information; and
 - 34.5 proof of purchase.

35. An undeclared allergen or material labelling error which renders a Product unsafe or non-compliant will be treated as a food-safety and Product-compliance matter.
36. Nothing in this Policy excuses or limits any statutory obligation relating to ingredient or allergen labelling.

NATURAL AND SMALL-BATCH VARIATIONS

37. Certain Hot & Bothered Kitchen Products may be handmade, prepared in batches or manufactured using natural ingredients.
38. Reasonable variations may therefore occur in:
- 38.1 colour;
 - 38.2 texture;
 - 38.3 thickness;
 - 38.4 consistency;
 - 38.5 sweetness;
 - 38.6 acidity;
 - 38.7 appearance;
 - 38.8 flavour; and
 - 38.9 chilli heat.
39. Such reasonable variation does not, by itself, render a Product defective.
40. This clause does not apply where the Product is unsafe, contaminated, spoiled, materially inconsistent with its description or otherwise defective.

TASTE, TEXTURE AND PERSONAL PREFERENCE

41. Food preferences are subjective.
42. A Product is not necessarily defective merely because the Customer:
- 42.1 does not enjoy the flavour;
 - 42.2 considers it too sweet or insufficiently sweet;
 - 42.3 considers it too acidic or insufficiently acidic;
 - 42.4 prefers a different texture or consistency; or

42.5 considers a chilli Product hotter or milder than expected.

43. Individual tolerance to chilli varies considerably.

44. A refund will therefore not ordinarily be granted solely because of personal taste or heat preference where the Product:

44.1 is safe;

44.2 is not defective;

44.3 corresponds materially with its description; and

44.4 was correctly supplied.

45. This clause does not limit statutory rights where the Product is defective, unsafe, incorrectly described or otherwise non-compliant.

CHANGE-OF-MIND RETURNS

46. Due to the nature of food Products, hygiene and food-safety considerations may prevent a Product from being returned merely because a Customer has changed their mind.

47. Subject to any statutory right which may apply, we will generally not accept a change-of-mind return where:

47.1 the Product has been opened;

47.2 a seal has been broken;

47.3 any portion has been consumed;

47.4 the Product is perishable;

47.5 the Product has been refrigerated, frozen or otherwise stored outside our control;

47.6 its storage history cannot reasonably be verified;

47.7 the packaging has been materially damaged by the Customer; or

47.8 accepting the return would create a food-safety, hygiene or contamination risk.

48. An unopened, sealed and non-perishable Product may, as a goodwill measure and at our discretion, and subject always to applicable law, be considered for a change-of-mind return where:

48.1 it remains in its original condition;

48.2 the original packaging is intact;

- 48.3 the Product remains safe and suitable for resale;
- 48.4 sufficient shelf life remains;
- 48.5 proof of purchase is provided; and
- 48.6 the return does not create a food-safety or hygiene concern.

49. A discretionary return under clause 11.3 does not create a general right to return all unwanted Products.

50. Nothing in this clause limits a statutory cooling-off or cancellation right which applies to a particular transaction.

CANCELLING AN ORDER BEFORE PREPARATION

51. A Customer who wishes to cancel an Order should contact us as soon as possible.

52. Where:

- 52.1 preparation has not commenced;
 - 52.2 manufacture has not commenced;
 - 52.3 Products have not been specially sourced;
 - 52.4 packaging has not been customised; and
 - 52.5 dispatch has not occurred,
- we will ordinarily attempt to accommodate the cancellation without unnecessary cost.

53. Any refund due will be dealt with in accordance with this Policy and applicable law.

CANCELLATION AFTER PREPARATION OR DISPATCH

54. Where an Order has already been prepared, manufactured or dispatched, the Customer's ability to cancel may depend upon:

- 54.1 whether the Product is perishable;
- 54.2 whether the Product was specially prepared;
- 54.3 whether it was customised or personalised;
- 54.4 whether it can safely be resold;
- 54.5 whether delivery or courier costs have already been incurred; and
- 54.6 the Customer's statutory rights.

55. Any cancellation charge will only be imposed where permitted by law.

56. Any cancellation charge must be reasonable having regard to the relevant circumstances.

57. Nothing in this clause permits the imposition of an unlawful penalty.

CUSTOM, PERSONALISED AND SPECIAL ORDERS

58. Products prepared, manufactured, sourced, labelled, packaged or customised specifically for a Customer may not be capable of resale.

59. A Customer wishing to cancel such an Order should therefore contact us as early as possible.

60. Where legally permissible, we may recover or retain reasonable amounts in respect of:

- 60.1 ingredients already purchased;
- 60.2 specialised packaging;
- 60.3 custom labels;
- 60.4 labour already performed;
- 60.5 third-party costs already incurred; and
- 60.6 other reasonable costs directly related to the cancelled Order.

61. Any deduction or cancellation charge will remain subject to the CPA and other applicable law.

BULK AND WHOLESALE ORDERS

62. Bulk, wholesale or reseller Orders may require:

- 62.1 advance payment;
- 62.2 a deposit;
- 62.3 minimum quantities;
- 62.4 extended production periods;
- 62.5 specific delivery arrangements; and
- 62.6 separately agreed cancellation terms.

63. Any special terms applicable to a bulk or wholesale Order should be communicated before or when the Order is accepted.

64. A Customer cancelling a bulk Order after production has commenced may, where legally permissible, be liable for reasonable costs already incurred.
65. Nothing in this clause excludes statutory protections applicable to the particular Customer or transaction.

DEPOSITS

66. Certain custom, bulk or special Orders may require a deposit before preparation or production commences.
67. The amount and purpose of the deposit should be communicated when the Order is confirmed.
68. A deposit will not automatically be forfeited merely because an Order is cancelled.
69. If a Customer cancels an Order, any amount retained from the deposit must be legally permissible and reasonable having regard to:
- 69.1 the nature of the Products;
 - 69.2 notice given by the Customer;
 - 69.3 whether production has commenced;
 - 69.4 reasonable costs already incurred;
 - 69.5 whether the Products can be resold; and
 - 69.6 applicable consumer legislation.
70. Any refundable balance of a deposit will be refunded within a reasonable period.

FAILURE TO COLLECT AN ORDER

71. Customers selecting collection must collect the Order from the agreed collection point within the agreed period.
72. Customers should contact us if they anticipate being unable to collect the Order as arranged.
73. Perishable and specially prepared Products may have a limited period within which they can safely be held.

74. Where a Customer unreasonably fails to collect a perishable or specially prepared Product and the Product can no longer safely or reasonably be supplied or resold, we reserve our rights in respect of reasonable costs, subject to applicable law.
75. No provision of this clause permits us to recover an unreasonable or unlawful penalty.

FAILED DELIVERY

76. Customers must provide accurate and complete delivery details.
77. Where delivery fails solely because:
- 77.1 an incorrect address was supplied;
 - 77.2 incomplete delivery information was supplied;
 - 77.3 the Customer or recipient cannot reasonably be contacted; or
 - 77.4 nobody is available to accept delivery,
- reasonable additional delivery or redelivery costs may be payable where legally permissible.
78. Where delivery fails because of an error attributable to us or our appointed delivery provider, the Customer will not be charged an additional delivery fee merely to correct that failure, subject to applicable law.
79. Where a failed delivery results in a perishable Product becoming unsafe or unsuitable, the matter will be assessed having regard to responsibility for the failed delivery and applicable law.

DELAYED DELIVERY

80. Delivery dates and times are ordinarily estimates unless expressly guaranteed.
81. Customers should notify us if a delay materially affects the purpose for which an Order was placed.
82. Where a Customer has statutory cancellation or other rights because of a delivery failure or material delay, those rights remain unaffected by this Policy.

83. A delivery delay caused by circumstances beyond our reasonable control will be dealt with reasonably and in accordance with applicable law.

HOW TO REPORT A PROBLEM

84. When reporting a return, refund, quality or safety issue, please provide, where applicable:

- 84.1 your full name;
- 84.2 contact details;
- 84.3 Order or invoice number;
- 84.4 date of purchase;
- 84.5 place or channel of purchase;
- 84.6 Product name;
- 84.7 size or variant;
- 84.8 batch or lot number;
- 84.9 applicable best-before or use-by date;
- 84.10 a description of the issue;
- 84.11 photographs;
- 84.12 proof of purchase; and
- 84.13 any other information reasonably relevant to the complaint.

85. For food-safety complaints, we may also ask:

- 85.1 when the Product was opened;
- 85.2 how it was stored;
- 85.3 whether it was refrigerated where required;
- 85.4 whether it was consumed; and
- 85.5 whether the remaining Product and packaging are still available.

86. Requests for information will be reasonable and proportionate to the nature of the complaint.

PROOF OF PURCHASE

87. Proof of purchase assists us in verifying:

- 87.1 the transaction;
- 87.2 date of purchase;
- 87.3 Product purchased;
- 87.4 price paid; and

87.5 method of payment.

88. Proof of purchase may include:

- 88.1 an invoice;
- 88.2 receipt;
- 88.3 Order confirmation;
- 88.4 electronic payment confirmation; or
- 88.5 another reasonable record capable of establishing the transaction.

89. A lack of a conventional till slip will not automatically defeat a statutory right where the Customer can otherwise reasonably establish the purchase.

RETURNING PRODUCTS

90. We will advise the Customer whether a Product must be returned.

91. A Product should not be returned without prior discussion where it:

- 91.1 may be contaminated;
- 91.2 is leaking;
- 91.3 is broken;
- 91.4 may present a biological or hygiene risk; or
- 91.5 cannot safely be transported.

92. Where return is required because the Product was incorrectly supplied, unsafe or defective, the return arrangements will be dealt with consistently with the Customer's statutory rights.

93. Where an unwanted Product is accepted as a discretionary change-of-mind return, reasonable return costs may be for the Customer's account where legally permissible.

ASSESSMENT OF A COMPLAINT

94. We may reasonably inspect or investigate a Product before determining the appropriate resolution.

95. Investigation may include:

- 95.1 examining photographs;

- 95.2 reviewing batch records;
- 95.3 reviewing ingredient or supplier information;
- 95.4 examining storage information;
- 95.5 inspecting returned Products;
- 95.6 contacting relevant suppliers or service providers; and
- 95.7 reviewing delivery records.

96. The investigation process will not be used to unreasonably delay or avoid a statutory remedy.

REFUND METHOD

97. Approved refunds will ordinarily be processed using the original payment method where reasonably possible.
98. Where this is not reasonably possible, an alternative refund method may be agreed with the Customer.
99. We may require reasonable proof of:
- 99.1 the transaction;
 - 99.2 the amount paid;
 - 99.3 the identity of the person entitled to the refund; and
 - 99.4 banking details where an electronic refund is required.
100. Customers should ensure that banking details supplied for a refund are accurate.

REFUND PROCESSING TIMES

101. Approved refunds will be processed within a reasonable period.
102. Once a refund has been released by us, additional processing time may be required by:
- 102.1 the Customer's bank;
 - 102.2 card issuer;
 - 102.3 payment gateway; or
 - 102.4 other payment service provider.

103. Delays caused solely by an independent financial institution or payment provider may be outside our direct control.

104. We will provide reasonable assistance if confirmation of a processed refund is required.

DELIVERY AND RETURN COSTS

105. Where a Product is returned because it was:

- 105.1 incorrectly supplied;
 - 105.2 defective;
 - 105.3 unsafe; or
 - 105.4 otherwise subject to a statutory remedy,
- delivery and return costs will be dealt with in accordance with applicable consumer law.

106. Where a Customer changes their mind and no statutory right requires us to bear the return cost, the Customer may be responsible for reasonable return or delivery expenses.

107. Original delivery fees are not automatically refundable in every change-of-mind transaction.

108. Nothing in this clause limits any statutory entitlement to reimbursement.

STORE CREDIT

109. A refund which is legally due to a Customer will not automatically be substituted with store credit.

110. Store credit may be offered:

- 110.1 as an optional alternative accepted by the Customer;
- 110.2 as part of a goodwill resolution; or
- 110.3 where otherwise permitted by law.

111. A Customer will not be compelled to accept store credit in place of a statutory cash or payment-method refund where the law entitles the Customer to a refund.

EXCHANGES

112. Where appropriate, a Customer may request an exchange.

113. Whether an exchange is available will depend upon:

- 113.1 Product availability;
- 113.2 the nature of the complaint;
- 113.3 food-safety considerations; and
- 113.4 applicable statutory rights.

114. Where the replacement Product differs in price and the exchange is voluntary, the difference in price may be payable or refundable, as applicable.

PROMOTIONAL PRODUCTS

115. Products purchased at a promotional price remain subject to statutory consumer rights.

116. A Product is not excluded from statutory remedies merely because it was:

- 116.1 discounted;
- 116.2 purchased during a promotion;
- 116.3 included in a special offer; or
- 116.4 supplied as part of a promotional bundle.

117. Where Products are sold as a combined promotional bundle and the Customer requests a discretionary partial return, the promotional pricing may be recalculated reasonably, provided this does not limit a statutory remedy.

118. Specific promotional terms may apply in addition to this Policy.

SALE OR CLEARANCE PRODUCTS

119. A Product sold at a reduced price remains subject to applicable statutory protections.

120. Where a Product is discounted because of a specific disclosed characteristic or imperfection, the Customer may not ordinarily rely solely upon that disclosed characteristic as the basis for asserting a defect.

121. This does not excuse any unrelated defect, safety issue or non-compliance.

GIFT PURCHASES

122. Where a Product was purchased as a gift, proof of the underlying purchase may be required.
123. A statutory remedy remains available where applicable notwithstanding that the Product was intended as a gift.
124. A monetary refund will ordinarily be made to the person who made the original payment unless:
- 124.1 otherwise agreed;
 - 124.2 another arrangement is reasonably necessary; or
 - 124.3 applicable law requires otherwise.

PRODUCT RECALLS

125. If Hot & Bothered Kitchen identifies a Product-safety or regulatory concern, we may issue:
- 125.1 a safety notice;
 - 125.2 Product withdrawal; or
 - 125.3 formal Product recall.
126. A recall notice may identify affected Products by:
- 126.1 Product name;
 - 126.2 package size;
 - 126.3 batch or lot number;
 - 126.4 production date;
 - 126.5 best-before or use-by date; or
 - 126.6 another identifying characteristic.
127. Customers in possession of an affected Product should follow the recall instructions promptly.
128. Depending upon the nature of the recall, Customers may be instructed to:
- 128.1 stop consuming the Product immediately;
 - 128.2 retain the Product;
 - 128.3 return the Product;
 - 128.4 safely dispose of the Product;
 - 128.5 provide batch information; or
 - 128.6 contact us for further instructions.

129. Where appropriate, affected Customers may receive a refund, replacement or other remedy in accordance with applicable law.

RESELLER AND WHOLESALE RECALL OBLIGATIONS

130. Retailers, resellers and distributors must reasonably cooperate with legitimate Product-recall and safety instructions.

131. Where appropriate, a reseller may be required to:

- 131.1 stop selling affected Products;
- 131.2 isolate affected stock;
- 131.3 identify remaining stock;
- 131.4 provide reasonable traceability information;
- 131.5 communicate approved recall information to customers; and
- 131.6 return or dispose of affected Products in accordance with our instructions and applicable law.

132. A reseller must not continue selling a Product after being notified that the Product has been recalled or withdrawn for safety reasons.

CHARGEBACKS AND PAYMENT DISPUTES

133. Customers are encouraged to contact us first where they believe a payment or refund issue has arisen so that the transaction can be investigated.

134. Nothing in this Policy prevents a Customer from lawfully exercising any right available through a bank, payment provider or applicable law.

135. Fraudulent or dishonest chargebacks or payment reversals may be disputed and appropriate recovery steps may be taken where lawful.

136. A legitimate chargeback or payment dispute will not be treated as fraudulent merely because we disagree with it.

ABUSE OF THE RETURNS PROCESS

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137. Nothing in this Policy prevents us from taking reasonable steps to identify or prevent fraudulent or abusive return claims.
138. Such steps may include verifying:
- 138.1 proof of purchase;
 - 138.2 Order history;
 - 138.3 Product batch information;
 - 138.4 delivery records; and
 - 138.5 other information reasonably relevant to the claim.
139. This clause will not be applied in a manner which unreasonably obstructs or defeats a legitimate statutory return, refund or complaint.

CUSTOMER RESPONSIBILITY AFTER DELIVERY

140. Customers are responsible for following the storage and handling instructions applicable to the Product once it has been delivered or collected.
141. A refund may not be available where deterioration or contamination was caused solely by:
- 141.1 improper refrigeration;
 - 141.2 storage outside stated temperature requirements;
 - 141.3 exposure to heat or direct sunlight contrary to instructions;
 - 141.4 use of contaminated utensils;
 - 141.5 contamination after opening;
 - 141.6 failure to reseal the Product appropriately; or
 - 141.7 another unreasonable act or omission occurring after supply.
142. This clause does not apply where the Product was already unsafe or defective when supplied.

CUSTOMER SATISFACTION AND GOODWILL

143. We may, in appropriate circumstances, offer a goodwill remedy even where the Customer does not have a strict legal entitlement to a refund or replacement.
144. A goodwill refund, replacement, discount or credit:
- 144.1 is voluntary;

144.2 does not constitute an admission of liability; and

144.3 does not create an automatic entitlement to the same remedy in future circumstances.

145. Nothing in this clause affects remedies which are legally required.

COMPLAINT ESCALATION

146. If a Customer is dissatisfied with the manner in which a return, refund or cancellation request has been handled, the Customer may request that the matter be reconsidered.

147. The Customer should provide sufficient information to identify:

147.1 the original Order;

147.2 the complaint;

147.3 previous communications; and

147.4 the reason the Customer believes the proposed resolution is inadequate.

148. We will endeavour to reconsider genuine disputes reasonably and in good faith.

149. Nothing in this clause prevents a consumer from exercising any statutory remedy or approaching a competent consumer-protection body, tribunal, ombud, regulator or court.

CONTACT DETAILS FOR RETURNS AND REFUNDS

Requests and complaints may be directed to:

HOT AND BOTHERED HOLDINGS (PTY) LTD

Registration Number: 2026/398139/07

Trading as: HOT & BOTHERED KITCHEN

Email: [Insert]

Telephone / WhatsApp: [Insert]

Physical Address: [Insert]

Website: [Insert, if applicable]

When contacting us, please provide your Order or invoice number wherever possible.

CHANGES TO THIS POLICY

150. We may amend this Policy from time to time to reflect:

150.1 changes to our business operations;

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- 150.2 new Products or sales channels;
- 150.3 changes in delivery or payment arrangements;
- 150.4 changes in applicable law; or
- 150.5 improvements to our customer-service procedures.

151. The version applicable to a transaction will ordinarily be the version in force when the Order is accepted.

152. No amendment will retrospectively remove a statutory right which has already accrued.

INTERPRETATION IN FAVOUR OF STATUTORY RIGHTS

153. Nothing in this Policy is intended to:

- 153.1 require a consumer to waive a non-excludable statutory right;
- 153.2 exclude liability which cannot lawfully be excluded;
- 153.3 excuse the supply of unsafe or defective food;
- 153.4 prevent a legitimate food-safety complaint;
- 153.5 prevent a Product recall;
- 153.6 prevent a consumer from approaching a competent authority; or
- 153.7 replace a statutory remedy with a less favourable remedy without the Customer's lawful agreement.

154. Where this Policy conflicts with a mandatory provision of applicable consumer legislation, that mandatory provision will prevail.

DOCUMENT STATUS

155. This Policy forms part of the Hot & Bothered Kitchen Customer Legal Pack.

156. It must be read together with:

- 156.1 the Terms and Conditions of Sale;
- 156.2 the Important Food Safety, Allergen & Product Use Notice;
- 156.3 the Privacy Policy;
- 156.4 applicable Product labels and warnings; and
- 156.5 any specific terms relating to the relevant Order.

157. The Customer is encouraged to retain a copy of the version applicable at the time of purchase.

ELECTRONIC ORDERS AND STATUTORY COOLING-OFF RIGHTS

158. Where an Order is concluded electronically, any cooling-off, cancellation or refund right afforded by ECTA or other applicable legislation will apply according to its terms. Such rights remain subject to any statutory limitations or exclusions applicable to the particular Product or transaction. Nothing in this Policy creates a cooling-off right where applicable legislation does not provide one.

PAIA

159. This Policy must also be read together with any Promotion of Access to Information Act 2 of 2000 ("PAIA") Manual or other access-to-information documentation which Hot and Bothered Holdings (Pty) Ltd is required to maintain or make available under applicable law.

FOOD LEGISLATION COMPLIANCE

160. Hot & Bothered Kitchen will comply with applicable South African legislation governing the manufacture, preparation, handling, packaging, labelling, storage, transport and sale of its Products, including applicable requirements under the Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972 and regulations promulgated thereunder.

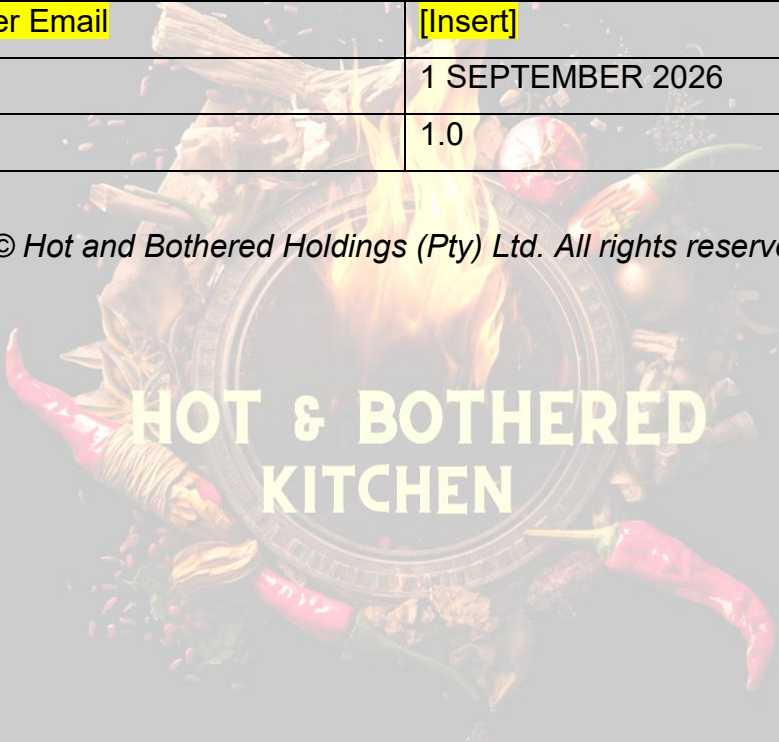
PRODUCT LABELS

161. The Customer Legal Pack supplements, and does not replace, information which applicable law requires to appear on or accompany an individual Product.

BUSINESS DETAILS

Registered Entity	Hot and Bothered Holdings (Pty) Ltd
Registration Number	2026/398139/07
Trading Name	Hot & Bothered Kitchen
Physical / Business Address	[Insert]
Email	[Insert]
Telephone / WhatsApp	[Insert]
Website / Online Store	[Insert, if applicable]
Information Officer	[Insert]
Information Officer Email	[Insert]
Effective Date	1 SEPTEMBER 2026
Version	1.0

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**HOT & BOTHERED
KITCHEN**

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