KENGO FOOD DELIVERY TERMS

Merchant listings, order acceptance, fulfilment, food safety, delivery and customer complaints

PUBLIC-FACING SERVICE TERMS

Version 1.0 | Effective date: 10 October 2026 |

KenGo is operated by KNONGDEZIGNS (Pty) Ltd | Reg. No. 2017/183268/07
https://kengo.co.za/ | legal@kengo.co.za | support@kengo.co.za

1. PURPOSE AND APPLICATION

These Food Delivery Terms govern the ordering of food and other supported merchant goods through the KenGo Platform. They apply to Users, participating Merchants and Delivery Partners to the extent relevant to the customer-facing transaction.

KenGo is the trading name of KNONGDEZIGNS (Pty) Ltd (registration number 2017/183268/07). Effective date: 10 0ctober 2026. These Terms form part of the Terms of Service and must be read with the Payment & Wallet Policy, Refund & Cancellation Policy and Privacy & POPIA Policy.

Nothing in these Terms excludes or limits any non-excludable right or obligation under the Consumer Protection Act 68 of 2008 ("CPA"), food safety legislation or any other Applicable Law.

2. ROLE OF KENGO, MERCHANTS AND DELIVERY PARTNERS

2.1 KenGo provides the digital ordering and coordination platform, including catalogue display, order transmission, payment facilitation, order status and customer support functions.

2.2 The Merchant identified on the order is responsible for the food or goods supplied, including product descriptions, ingredients, allergens, preparation, quality, quantity, lawful pricing, stock availability and compliance with food safety requirements.

2.3 A Delivery Partner, where used, is responsible for collecting and transporting the accepted order with reasonable care and in accordance with applicable handling and safety requirements. The Merchant remains responsible for proper preparation and packaging before handover.

2.4 The allocation of responsibilities does not remove any liability that KenGo, the Merchant or Delivery Partner may have under the CPA or other Applicable Law. The User may exercise statutory rights against the party legally responsible for the relevant failure.

3. MERCHANT IDENTITY, LISTINGS AND PRICING

3.1 Each order page must identify the Merchant and provide an accurate description of the goods offered, including relevant sizes, quantities, options, ingredients and material restrictions were reasonably necessary.

3.2 Merchants are responsible for ensuring that catalogue information, photographs, descriptions, prices, availability, allergen information and other material claims are accurate, current and not misleading.

3.3 The Platform must display the total payable amount before checkout confirmation, including item prices, applicable taxes, delivery charges, service fees and other mandatory costs.

3.4 Where KenGo and a Merchant have separately agreed to a same-menu-price commitment, the Merchant must not increase the price charged to KenGo customers contrary to that written commitment. No such price parity commitment is created unless expressly agreed in writing.

4. ORDER SUBMISSION AND ACCEPTANCE

4.1 A User submits an order by selecting goods, reviewing the order summary and confirming checkout through the Platform.

4.2 An order is accepted only when the Merchant confirms availability and fulfilment through the Platform or another clearly communicated channel. Submission alone does not guarantee Merchant acceptance.

4.3 The Platform should communicate acceptance, rejection, estimated preparation time and estimated delivery time. Estimates are not guarantees unless expressly stated as such.

4.4 If an item is unavailable or the Merchant cannot fulfil the order, the User must be informed promptly. A substitution may be made only with the User's express agreement. If no acceptable substitute is available, the affected item or order must be cancelled and the appropriate refund processed.

4.5 Merchants must not accept orders they know they cannot reasonably fulfil, manipulate preparation status or mark an order as ready or dispatched when it is not.

5. FOOD PREPARATION, SAFETY AND ALLERGENS

5.1 Merchants must comply with all applicable national, provincial and municipal laws and regulations governing food premises, hygiene, storage, preparation, handling, labelling, packaging, temperature control and food safety, including applicable regulations made under the Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972.

5.2 Food must be prepared in premises lawfully authorised for the relevant activity and by personnel who comply with applicable hygiene and training requirements. Merchants must maintain any certificates, permits or records required by law.

5.3 Merchants must take reasonable steps to prevent contamination, cross-contamination, tampering and exposure to unsafe temperatures. Food must be packaged in a manner appropriate to its nature and the delivery journey.

5.4 Merchants must provide accurate allergen and ingredient information where required by law or reasonably necessary to avoid misleading the User. Where a Merchant cannot verify that an item is free from a particular allergen or cross-contamination risk, that limitation must be communicated accurately. KenGo does not warrant an allergen-free environment merely because a listing does not identify an allergen.

5.5 A Merchant must promptly notify KenGo if it becomes aware of a food safety incident, suspected contamination, recall, regulatory inspection or other circumstance materially affecting the safety of goods listed on the Platform.

6. DELIVERY AND HANDOVER

6.1 The Merchant must prepare and package the order securely and hand it to the Delivery Partner only after verifying the order reference and relevant collection details.

6.2 The Delivery Partner must take reasonable care of the order, maintain appropriate transport conditions, avoid unnecessary delay, protect the package against tampering and deliver it to the address or recipient specified in the order.

6.3 The Delivery Partner must not open, consume, substitute or tamper with an order, except where necessary to address an emergency or comply with law, in which case the incident must be reported promptly.

6.4 Proof of collection and delivery may include time stamps, status updates, recipient confirmation, delivery photographs or other proportionate evidence. Such evidence must be processed in accordance with the Privacy & POPIA Policy.

6.5 If delivery is delayed, unsuccessful or cannot be completed, the User should be notified and the order handled in accordance with the Refund & Cancellation Policy.

7. CUSTOMER OBLIGATIONS

7.1 The User must provide accurate delivery details, a valid contact method and any access instructions reasonably necessary to complete delivery.

7.2 The User must ensure that a person authorised to receive the order is available at the delivery location. Where the User is unavailable, the order will be handled in accordance with the disclosed failed-delivery procedure and Applicable Law.

7.3 The User must not request unlawful goods, seek to evade age or identity verification, or instruct a Merchant or Delivery Partner to breach food safety or other legal requirements.

8. RESTRICTED AND AGE-RESTRICTED GOODS

8.1 Alcohol and other age-restricted goods may be listed or supplied only where the Merchant holds all licences and approvals required by national, provincial and local law and the sale and delivery are lawful at the relevant time and place.

8.2 Age verification must be carried out where required. The Merchant and Delivery Partner must refuse handover where the recipient does not satisfy the applicable age or identity requirement, where the recipient appears intoxicated if relevant under law, or where delivery would otherwise be unlawful.

8.3 An order must be cancelled where lawful eligibility or verification fails. Any refund will be handled in accordance with Applicable Law and the Refund & Cancellation Policy. No representation is made that age-restricted products are universally available or available at all hours.

9. CANCELLATIONS, REFUNDS AND CUSTOMER COMPLAINTS

9.1 Cancellation rights depend on the stage of the order, the nature of the goods, the disclosed terms and Applicable Law. The Refund & Cancellation Policy governs the customer-facing process.

9.2 Users should report missing, incorrect, damaged, unsafe or undelivered items promptly through the order support channel or support@kengo.co.za, providing the order reference and relevant details.

9.3 KenGo may coordinate an investigation with the Merchant and Delivery Partner. The Merchant must cooperate, preserve relevant preparation and dispatch records and provide a substantive response within the time reasonably requested.

9.4 Depending on the circumstances and Applicable Law, remedies may include replacement, correction, delivery of missing items, partial refund, full refund or another lawful remedy. A Merchant may not insist on store credit where a monetary refund is legally required.

9.5 A customer complaint will not be rejected solely because a User has not supplied evidence that is not reasonably available or because a User has exercised a statutory right.

10. PAYMENTS, RECEIPTS AND RECORDS

Payments are governed by the Payment & Wallet Policy. The User must review the displayed order total and payment method before confirmation. The Platform will make an electronic receipt or transaction record available as required by Applicable Law.

Merchants must maintain accurate order, preparation, handover and settlement records for the periods required by law and their agreement with KenGo. Delivery Partners must maintain appropriate collection and delivery evidence.

11. PRIVACY AND COMMUNICATIONS

Personal information relating to orders, delivery addresses, contact details, location and proof of delivery is processed in accordance with the Privacy & POPIA Policy. Merchants and Delivery Partners may use customer information only to accept, prepare, deliver and resolve issues relating to the relevant order, unless another lawful basis applies.

Merchants and Delivery Partners must not retain, copy, disclose, market to or otherwise use customer information for unrelated purposes. Any suspected loss, unauthorised disclosure or misuse must be reported to KenGo promptly.

12. ENFORCEMENT AND SUSPENSION

KenGo may remove a listing, suspend order acceptance or restrict a Merchant or Delivery Partner where there are reasonable grounds to suspect unsafe food, unlawful goods, repeated fulfilment failures, fraud, misleading listings, misuse of personal information or breach of these Terms. Where appropriate, the affected partner will be notified and given an opportunity to respond, without prejudice to urgent action necessary to protect consumers or comply with law.

13. CONTACT AND GOVERNING LAW

Customer support: support@kengo.co.za. Legal notices: legal@kengo.co.za. Registered office: No 76 Corner Franschoek and Roodebe, Oakdene, Johannesburg, Gauteng, 2001, South Africa. These Terms are governed by South African law, subject to mandatory consumer rights and the jurisdiction of competent regulators, tribunals and courts.

SCHEDULE — RELEVANT LEGISLATIVE FRAMEWORK

Relevant legislation may include the CPA; ECTA; POPIA; Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972 and regulations made under it, including applicable food premises hygiene requirements; applicable liquor legislation; and municipal health and trading requirements. The Merchant is responsible for confirming the licences, certificates and legal requirements applicable to its own business and products.