



Client information and Conditions of Sale

Please complete this form and email or fax back to us;
jon@afriantusk.co.za or +27 (0)44 3431516
Attention: Jon Lown

March 2015

1 Company details

Full name of applicant	<input type="text"/>		
Trading name	<input type="text"/>		
Company registration number	<input type="text"/>		
VAT/Tax registration number	<input type="text"/>		
Customer import number	<input type="text"/>		
Addresses	Physical address		Postal address
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>
	Postal code	<input type="text"/>	Postal code
	<input type="text"/>		<input type="text"/>
Tel no	<input type="text"/>	Fax no	<input type="text"/>
Contact person	<input type="text"/>	Email	<input type="text"/>

2 Person responsible for making payment

Name	<input type="text"/>	Tel no	<input type="text"/>
E-mail	<input type="text"/>	Designation	<input type="text"/>

Terms and conditions

DELIVERY

Please note that all freight costs will be for the clients account. Please provide details of your freight company below if you would like us to use your couriers (excluding export)

It is the clients responsibility to insure goods once they leave our premises.

PAYMENT TERMS

- 1 Full payment on order
- 2 Any faulty goods or shortages must be reported in writing per email/fax within 48 hours on a letterhead stating the African Tusk note or invoice number
- 3 All terms will be stated on the relevant order and approved by the client
- 4 Export clients who are not charged VAT will have their goods delivered using ATC freight company per SARS regulations

Terms and conditions (continued)

CONDITIONS OF SALE

- 1 Prices are subject to change without prior notice
- 1b Rise per size applies to the larger sizes and differs per garment style so please refer to each style independently
- 2 African Tusk Clothing/eChef shall not be liable to the buyer for any loss or damage arising out of delays or failure to deliver through circumstances beyond African Tusk Clothing/eChefs control
- 3 The goods delivered under this contract remain the property of African Tusk Clothing/eChef as long as the purchase price has not been paid in full
- 4 Until payment of overdue invoices African Tusk Clothing is not bound to effect further deliveries, and has the right to ask for payment in advance for further deliveries
- 5 Goods are sold ex factory and are dispatched at buyer's risk, even if sent railage and/or cartage paid. African Tusk Clothing/eChefs responsibility ceases when the goods are handed to the buyer or his representative or to the cartage contractors
- 6 All legal charges arising out of the contract of sale and the collection of sums payable under or in terms of this contract shall be paid by the buyer
- 7 Any dispute arising out of this contract or the interpretation thereof shall be subject to the jurisdiction of the courts of the district where African Tusk Clothing/eChefs head office is situated
- 8 In the event of the performance of this contract being rendered totally or partially impossible due to force majeure, viz: war, strikes, lockouts, riots, civil commotions, labour disturbance, breakdown or any stoppage of machinery, transport delays, power failures, restrictions or prohibitions imposed by the authorities, shortage of raw materials, African Tusk Clothing/eChef shall have the right to suspend , reduce or cancel all deliveries and contracts.
- 9 African Tusk Clothing/eChef shall not be liable to the buyer for any consequential or indirect loss or damage of any kind of description whatsoever, due to late, part or non-delivery, or any other reason
- 10 No returns/exchanges on garments/shoes correctly supplied, please confirm your sizing is correct before placing your order
- 11 No returns will be accepted on garments/shoes which have been branded or used
- 12 We cannot accept returns or exchanges for garments/shoes which have been specifically manufactured for the client and correctly supplied per order
- 13 We allow for a 5% over or under variation on all order, this is an industry accepted standard - billing is pro-rata
- 14 Terms and conditions are subject to change, for the updated version of this document please see our website www.africantusk.co.za
- 15 Please see website for sizing advice and suggestions
- 16 Please order samples to confirm your sizing before placing your order. Correctly supplied items cannot be exchanged or returned

DECLARATION

I declare that I am duly authorised to complete this application and agree that the above information is true and correct. I understand that if any information has been withheld, this application will be null and void.

I UNDERSTAND AND ACCEPT THE PAYMENT TERMS AND CONDITIONS

Signature	Date
<input type="text"/>	<input type="text"/>
Print name	Designation
<input type="text"/>	<input type="text"/>