



Client information and Conditions of Sale

Please print this form out and once completed fax to African Tusk Clothing

Fax Number: + 27 (0)44 343 1516

For Attention: Jon Lown

1/11/11

1. How did you hear about African Tusk Clothing / eChef ?

<input type="checkbox"/> Word of mouth	<input type="checkbox"/> Bought from African Tusk with a previous company	<input type="checkbox"/> Google	<input type="checkbox"/> African Tusk email specials	<input type="checkbox"/> Print advertising
Other: please specify <input type="text"/>				

2. Company details

Full name of applicant	<input type="text"/>		
Trading name	<input type="text"/>		
Form of business:	<input type="checkbox"/> PTY Limited	<input type="checkbox"/> Close Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor
Company registration number	<input type="text"/>	Number of years in business	<input type="text"/>
VAT/Tax registration 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"/>	
Tel No.	<input type="text"/>	Fax No.	<input type="text"/>
Contact person	<input type="text"/>	E-mail	<input type="text"/>

3. Details of principal(s)

A) Name	<input type="text"/>	Cell number	<input type="text"/>
Designation	<input type="text"/>	I.D. Number	<input type="text"/>
B) Name	<input type="text"/>	Cell number	<input type="text"/>
Designation	<input type="text"/>	I.D. Number	<input type="text"/>

4. Details of 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.

Name of company	<input type="text"/>	Account No.	<input type="text"/>
Contact person	<input type="text"/>	Tel No.	<input type="text"/>

CONDITIONS OF SALE

1. African Tusk Clothing 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's control.
2. The goods delivered under this contract remain the property of African Tusk Clothing as long as the purchase price has not been paid.
3. 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.
4. Goods are sold ex factory and are dispatched at buyer's risk, even if sent railage and/or cartage paid. African Tusk Clothing's responsibility ceases when the goods are handed to the buyer or his representative or to the cartage contractors.
5. 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.
6. 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's head office is situated.
7. 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, labourdisturbance, breakdown or any stoppage of machinery, transport delays, power failures, restrictions or prohibitions imposed by the authorities, shortage of raw materials, AfricanTusk Clothing shall have the right to suspend, reduce or cancel all deliveries and contracts.
8. African Tusk Clothing 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.
9. No returns / exchanges on garments correctly supplied, please confirm your sizing is correct before placing your order.
10. No returns will be accepted on garments which have been branded or used.
11. We cannot accept returns or exchanges for garments which have been specifically manufactured for the client and correctly supplied per order.
12. We allow for a 5% over or under variation on all orders, this is an industry accepted standard - billing is pro-rata.
13. Terms and conditions are subject to change, for the updated version of this documnet please see our website www.africantusk.co.za
14. Please see website for sizing advice and suggestions.
15. Please order samples to confirm your sizing before placing your order. Correctly supplied items cannot be exchanged or returned.

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 with the African Tusk invoice number.
3. Any further terms granted must be agreed to in writing prior to commencement of any orders.
4. Export clients who are not charged VAT will have their goods delivered using ATC freight company per SARS regulations.

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"/>	<table><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y
D	D	M	M	Y	Y		
Print name	Designation						
<input type="text"/>	<input type="text"/>						

FOR OFFICE USE ONLY

Amount of credit granted	Approved By
<input type="text"/>	<input type="text"/>