

TERMS & CONDITIONS

1. General

- 1.1. These Terms & Conditions, read with the Fabric Advice, Sizing and Washing Info, as well as the applicable Order, form the basis of the agreement between yourself and African Tusk Clothing CC and/or Afri Uniform and Chef ("the Companies").
- 1.2. Any reference to the **Agreement** or to **Terms & Conditions** anywhere on this website or on any other documentation relating to the Companies must be read as incorporating all information, terms and conditions contained in the documents listed under 1.1 above.
- 1.3. You acknowledge and agree that the Agreement is subject to and governed by South African law.

2. Binding Agreement

- 2.1. An Order constitutes an offer by the Companies to manufacture and/or supply to the client the goods specified and at the price quoted therein.
- 2.2. Offers are valid and open for acceptance by the client for thirty (30) calendar days from date of issue.
- 2.3. Signature of the Order and/or payment of the full Order price constitutes acceptance of the offer and creates a valid and binding agreement in law between the parties thereto.

3. Pricing and Sizes

- 3.1. Prices as they appear on the website or on any other catalogue are subject to change at any time and without prior notice.
- 3.2. Larger size items and different garment styles may be subject to price increases ("Rise per size").
- 3.3. Refer to the Sizing and Washing Info page on our website home page for advice and suggestions on sizes before placing orders.
- 3.4. Clients are encouraged to order samples to confirm sizes prior to placing final orders. The Companies will not refund clients for goods supplied in accordance with clients' orders.
- 3.5. The Companies allow for, and the clients agree to accept, over or under variations not exceeding 5% on quantities of goods ordered, as per industry accepted standard, and the Companies reserve the right to adjust the Order price accordingly.

4. Payment Terms

- 4.1. The Companies may call for a portion of the Order price to be paid as a deposit upon acceptance of a quotation.
- 4.2. Payments shall be made by clients to the Companies by way of electronic funds transfer to an account nominated by the Companies and shall be made in South

African Rands (ZAR), or at such other place or in such other currency as may be notified in writing by the Companies.

- 4.3. Clients are responsible to ensure that all payments are made and received by the Companies in the correct banking account. The Companies will never advise of a change of banking details via email. Always confirm banking details and changes to banking details telephonically before making payment.
- 4.4. The Companies accept no liability for incorrect payments made by clients. A client's obligations are discharged upon receipt by the Companies in their nominated banking account of the full Order price.
- 4.5. The Companies reserve the right not to commence with manufacturing until such time as the deposit is paid.
- 4.6. The Companies may call for further deposits in the event of significant changes in prices of materials.
- 4.7. Upon completion of the Order, the Companies will issue the Client with a tax invoice and/or statement of account reflecting the balance of the Order price outstanding or deposit refundable to the Client, if any. The Companies will regard all payments made towards un-invoiced orders as deposits until those orders are invoiced.
- 4.8. The Companies will not be obliged to effect delivery of any goods in terms of an Order, whether in part or in full, until such time as all current and historical payments have been settled in full.

5. Passing of Ownership and Delivery

- 5.1. The Companies retain full ownership of any goods manufactured, supplied and/or delivered until such time as the Order price has been paid in full.
- 5.2. Ownership of and risk in the goods ordered shall pass to the client when the goods are dispatched from the Companies' premises, provided all amounts due by the client to the Companies are paid in full.
- 5.3. Unless otherwise agreed by the parties in writing, all freight and courier costs are for the client's account and exclude insurance unless requested and agreed on in writing.
- 5.4. Orders placed for export outside of South Africa and which are not subject to Value Added Tax (VAT) must be delivered using the Companies' freight and courier services, as per government regulation.
- 5.5. Clients may elect to make use of freight or courier services of their choice in respect of deliveries within South Africa. Clients who elect to make use of their own freight or courier services must specify their chosen service provider upon placing their order.
- 5.6. Clients are responsible to ensure that their goods are adequately insured from the time when the goods are dispatched from the Companies' premises.
- 5.7. The Companies accept no responsibility for, and clients indemnify the Companies against, any damage or losses suffered after the goods are dispatched from the Companies' premises.

- 5.8. Unless otherwise agreed by the parties in writing, the Companies give no warranties and make no representations as to the suitability of goods for certification in terms of any industry-specific standard(s).

6. Returns and Refunds

- 6.1. All refunds and/or returns are subject to the sole and absolute discretion of the Companies.
- 6.2. Any defective goods or incorrect orders must be reported to the Companies in writing via email or facsimile within forty-eight (48) hours of delivery and must include a reference to the delivery note or Order number.
- 6.3. The Companies will not accept returns or offer refunds on goods correctly supplied in terms of the Order.
- 6.4. The Companies will not accept returns or offer refunds on goods which have been used.
- 6.5. The Companies will not accept returns or offer refunds on goods which have been branded or otherwise customised or specifically manufactured for a client, provided that such goods were correctly branded, customised or manufactured according to the client's Order.

7. Breach

- 7.1. Where any cause outside the control of the Companies leads to non-delivery or delayed delivery of the goods in pursuance of an order, the client agrees to make no claim upon the Companies in respect of any loss or damage consequent upon such delayed or non-delivery.
- 7.2. The Companies shall not be liable to clients for any consequential or indirect loss or damage of any kind or description whatsoever, due to late, part or non-delivery, or any other reason.
- 7.3. In the event of performance by the Companies of their obligations in terms of an Agreement 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, the Companies shall have the right to suspend, reduce or cancel all deliveries and contracts against a refund to clients of the Order price.
- 7.4. The parties hereby consent, in terms of section 45 of the Magistrates' Courts Act, No 32 of 1944 of South Africa, to the jurisdiction of a magistrate's court in respect of any action or proceeding arising directly or indirectly out of this agreement or the cancellation thereof. This consent is without prejudice to the right of a party to proceed in any other court of competent jurisdiction or by way of arbitration.
- 7.5. Should any party initiate legal proceedings against the other arising directly or indirectly out of this agreement or the cancellation thereof, the successful party shall be entitled to recover costs on the scale as between attorney and client from the other party.

