

## Influence Clothing Marketing CC: Terms and Conditions:

### 1. Credit terms

THE APPLICANT agrees that the amount reflected in a Tax Invoice as issued by INFLUENCE CLOTHING shall be due and payable unconditionally (a) Cash on Delivery; or (b) if THE APPLICANT is a Credit Approved APPLICANT, within 30 days from the end of the month in which a Tax Invoice has been issued by INFLUENCE CLOTHING. Settlement is effected only on receipt of cash or due honour of cheque or similar payment instrument and shall be made to INFLUENCE CLOTHING free of exchange and without deductions of any nature. Any credit facilities granted to THE APPLICANT by INFLUENCE CLOTHING is entirely at the discretion of INFLUENCE CLOTHING, and may be withdrawn at any time.

### 2. Change of address

THE APPLICANT undertakes to notify INFLUENCE CLOTHING in writing within 7 (seven) days of any change of address.

### 3. Change of ownership

THE APPLICANT undertakes to notify INFLUENCE CLOTHING, in writing, within 21 (twenty days) of any change in Ownership of THE APPLICANT'S business, or should THE APPLICANT be a company, of its share transactions whereby the majority shareholding is affected, failing which notice the entire balance owing, whether due or not, will immediately be deemed to be due and payable by THE APPLICANT. In addition to the a foregoing, THE APPLICANT acknowledges that immediately upon any change of Ownership in THE APPLICANT any outstanding amount whether due or not shall be deemed to be forthwith payable by THE APPLICANT to INFLUENCE CLOTHING.

### 4. Domicilium

THE APPLICANT and the signatory hereto chooses Domicilium Citandi et Executandi

(in other words, the address at which the Applicant and the signatory will accept all notices, legal documents and the like, whether or not the Applicant and/or the signatory is still at the address chosen) for all purposes arising out of this application at the physical address stipulated in the application.

## 5. Consent to sharing information and retention periods

5.1 For the purposes of making credit risk management decisions and preventing fraud, THE APPLICANT hereby warrants that INFLUENCE CLOTHING has consent to:

5.1.1 Carry out a credit enquiry on THE APPLICANT and the Directors/Members/Partners/Trustees/Principals of THE APPLICANT from time to time with one or more credit bureaus, credit information agents, credit insurance companies or other creditors (trade references) of THE APPLICANT'S in terms of this agreement.

5.1.2 INFLUENCE CLOTHING may transmit details to credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT'S of how THE APPLICANT has performed in meeting his/her/its obligations in terms of this agreement

5.1.3 If THE APPLICANT fails to meet his/her/its commitments to INFLUENCE CLOTHING, INFLUENCE CLOTHING may record THE APPLICANT 'S non-performance with credit bureaus, credit information agents, credit insurance companies or other creditors of THE APPLICANT.

5.2 Such information shall be retained for periods as stipulated in any applicable law, but no longer than the duration of the validity of this agreement. Where THE APPLICANT has not used a facility under this agreement for 24 months, THE APPLICANT will be required to re-apply for such a facility.

## 6. Pricing increments

6.1 Prices quoted by INFLUENCE CLOTHING are determined from time to time and are subject to increases, due to fluctuation in the exchange rate or any amount charged in terms of public relations. INFLUENCE CLOTHING shall be entitled to increase the

costs of goods delivered or services rendered to THE APPLICANT with prior written notice.

6.2 The purchase price for any goods ordered shall be INFLUENCE CLOTHING'S standard price for such goods prevailing as at the delivery date irrespective of when the order for such goods were placed by THE APPLICANT.

## 7. Valid orders

In the event of any order being given to INFLUENCE CLOTHING on an order form reflecting THE APPLICANT'S name as the entity from which the order emanates, such order shall be deemed to have emanated from THE APPLICANT, notwithstanding the fact that such order may have been given or signed by a person not authorised by THE APPLICANT and such order will be deemed to constitute valid delivery. It is further the sole responsibility of THE APPLICANT to determine that goods ordered are suitable for the purposes of the intended use.

## 8. Delivery

8.1 THE APPLICANT agrees that the signature of any agent, contractor, sub-contractor or employee of THE APPLICANT on INFLUENCE CLOTHING 'S official delivery note/invoice/waybill, or the delivery note of any authorised independent carrier will constitute valid delivery of the goods purchased.

8.2 Any delivery stated on any order confirmation is approximate only. INFLUENCE CLOTHING shall not be bound by that date, but will make all reasonable efforts deliver by that date.

8.3 Whilst delivery dates are given in good faith and INFLUENCE CLOTHING will use every endeavour to comply therewith, no responsibility can be accepted for any loss or damage incurred by the Client on account of any delay in delivery arising out of any circumstances beyond INFLUENCE CLOTHING control, which circumstances will include, but in no way be limited to:

- Any delays in the supply of material by INFLUENCE CLOTHING's Suppliers which cannot

be directly or indirectly attributed to them;

- The APPLICANT/their employees' instructions with regard to the specifications and amount of the garments is inaccurate. If specifications and or amounts supplied are in correct/alterd INFLUENCE CLOTHING reserves their right to change the amount quoted accordingly;
- Any delays due to freight services;
- If the balance of the purchase price payable on the date of reservation is not payable on date of anticipated delivery INFLUENCE CLOTHING will communicate unavoidable delay in the delivery.

8.4 The risk in and to the goods shall pass from INFLUENCE CLOTHING to THE APPLICANT at the time of delivery notwithstanding that ownership will not pass to THE APPLICANT until full payment of the purchase price. Delivery shall be deemed to have taken place against signature of INFLUENCE CLOTHING 'S delivery note, proof of posting if the goods are posted to THE APPLICANT or delivery to the South African Transport Services or Road Carrier if the goods are railed or transported by INFLUENCE CLOTHING. The Post Office/South African Transport Services or Road Carrier shall act as the agent of THE APPLICANT.

8.5 Delivery of any goods ordered by THE APPLICANT shall be effected by INFLUENCE CLOTHING or its agent in any reasonable manner INFLUENCE CLOTHING deems fit, unless otherwise agreed. INFLUENCE CLOTHING shall deliver goods to its APPLICANT at the delivery address provided by THE APPLICANT notwithstanding the fact that the delivery address provided to INFLUENCE CLOTHING by THE APPLICANT may not be the address of the premises of THE APPLICANT or proves to be incorrect. Accordingly, unless delivery is ex works or otherwise agreed, INFLUENCE CLOTHING shall bear the risk of loss of or damage to goods whilst in transit. On delivery (other than ex-works), the risk shall pass to THE APPLICANT when the vehicle carrying the goods enters the premises at the delivery address. On taking delivery ex-works, or on arrival of a consignment at the delivery address, THE APPLICANT shall be responsible for checking the consignment of goods (including the packaging) for damage or defects. If THE APPLICANT fails to perform such inspection,

or fails to timeously exercise its rights as per clause 16.2, the goods shall be deemed to have been delivered free of damage or defects.

8.6 In the event of it having been agreed that the goods sold by INFLUENCE CLOTHING to THE APPLICANT shall be delivered in more than one consignment, each consignment shall be deemed to be a separate sale divisible from the others and THE APPLICANT shall be liable to pay the purchase price in respect of each such consignment on due date. The validity of the sale of each consignment shall in no way be affected in the event of the sale of any other consignment falling through for any reason whatsoever.

## 9. Packaging

Whilst INFLUENCE CLOTHING will have regard under this heading, to any preference by THE APPLICANT, the method of packing shall be determined by INFLUENCE CLOTHING and shall be either:

## 10. Storage

Owing to INFLUENCE CLOTHING having limited warehouse space, garments ordered by THE APPLICANT cannot be held by INFLUENCE CLOTHING for periods which in the opinion of INFLUENCE CLOTHING are unreasonable. If THE APPLICANT wishes delivery of any consignment to be deferred for a period which INFLUENCE CLOTHING deems to be unreasonable, INFLUENCE CLOTHING shall not be obliged to continue to store the garments beyond a period it deems reasonable and may accordingly on notice to THE APPLICANT specify the new date for delivery and deliver such garments to THE APPLICANT on that date. The risk in and to any garments stored by INFLUENCE CLOTHING for the APPLICANT shall pass to THE APPLICANT on the date originally designated for delivery. INFLUENCE CLOTHING reserves the right to issue an invoice in respect of such consignment on such date originally designated for delivery.

## 11. Copyright

THE APPLICANT acknowledges INFLUENCE CLOTHING's intellectual property rights in the goods and shall not infringe such intellectual property rights.

#### 12. Payment to INFLUENCE CLOTHING

INFLUENCE CLOTHING does not appoint the Post Office as its agents for payments by post. All payments shall be made to INFLUENCE CLOTHING 'S place of business from where the goods were ordered. In the event of any payments being mislaid; lost in the post; or transferred to the incorrect banking account THE APPLICANT shall still be liable to INFLUENCE CLOTHING for payment. Should INFLUENCE CLOTHING at any time advise THE APPLICANT of any change to INFLUENCE CLOTHING 'S banking account details THE APPLICANT shall confirm such change with a Manager of INFLUENCE CLOTHING before effecting any further payments, provided however that nothing contained herein shall be interpreted as obliging INFLUENCE CLOTHING to afford THE APPLICANT any such indulgence to effect payment after due date.

#### 13. Reservation of ownership

Until such time as THE APPLICANT has paid the purchase price in full in respect of any purchase of goods, the ownership in and to all such goods shall remain vested in INFLUENCE CLOTHING. INFLUENCE CLOTHING shall, in its sole discretion, with notice to THE APPLICANT, be entitled to take possession of any goods which have not been paid for and in respect of which payment is overdue subsequent to obtaining the necessary court order, in which event. THE APPLICANT shall be entitled to a credit in respect of goods so returned being the price at which the goods are sold or the value thereof as determined by INFLUENCE CLOTHING.

#### 14. Responsibility for losses, damages or delays

14.1 INFLUENCE CLOTHING will not be in any way responsible for losses; consequential losses; damages or delays caused by or arising from natural disasters, unavoidable accidents of any kind, acts of the State's enemies, riots, lockouts, cessation of labour, transport delays, shortened hours of labour, insurrection, war, the imposition

of any trade boycotts or sanctions of trade restrictions by any government, authority, company or organization or person or persons, whether within the Republic of South Africa or anywhere else, or any other cause or contingency whatsoever beyond the control of INFLUENCE CLOTHING .

14.2 THE APPLICANT should choose carefully. INFLUENCE CLOTHING do not normally give refunds if you simply change your mind or make the wrong decision with regard to the garment purchased. THE APPLICANT can choose between a refund, exchange or repair, where the garment is proven as defective within the warranty period or within 10 business days the products are wrongly described, different from the sample shown to you or does not perform. If the merchandise altered , used or cannot be returned due to public health reasons we will not accept a return of the merchandise, unless defective. We may charge a handling fee if the return is accepted by management.

INFLUENCE CLOTHING shall within six months after delivery of garments, replace failed, unsafe or defective garments or refund the customer the price paid by the customer at the election of the customer. The aforesaid warranty is subject thereto that the garments supplied by the company have not been altered contrary to any instruction of the company after leaving the company's control, has not been exposed to abuse or exposed to use other than what the product was manufactured for. Any claim for defective garments must be submitted to the company in writing including the original Tax Invoice. No return will be accepted unless the business has been supplied with a reasonable opportunity to inspect the garment returned in order to determine the reasons for the defectiveness of the merchandise, if any.

14.3 No claim in respect of clearly visible defective or damaged garments shall be recognised by INFLUENCE CLOTHING unless lodged within 21(twenty one) days of delivery of such garments, provided that if the inspection at the time of deliveries referred to above under "Delivery" reveal that any garment was clearly visibly damaged, THE APPLICANT shall advise INFLUENCE CLOTHING nearest sales office within twenty four hours of delivery

14.4 Under no circumstances shall any liability of INFLUENCE CLOTHING exceed

the cost of garments supplied or the cost of the services rendered, unless the circumstances leading to such additional damages can be attributed to any circumstances within the business' reasonable control.

#### 15. Defaulting in payment

In the event of THE APPLICANT defaulting in making payment of any amount that has become due and owing, then the full balance outstanding (whether due or not) will immediately become due and payable with notice to THE APPLICANT.

#### 16. Proof of Claims

A certificate signed by a manager or any director of INFLUENCE CLOTHING - reflecting the amount owing by THE APPLICANT to INFLUENCE CLOTHING , in respect of the credit facilities granted to THE APPLICANT relating to THE APPLICANT's dealings with INFLUENCE CLOTHING, and of the fact that such amount for the purpose of any action (whether by way of provisional sentence or otherwise), proof of debt on insolvency or for any purpose whatsoever where the amount of such claims is required to be established, and it shall rest with THE APPLICANT to prove that such amount is not owing, and/ or due and unpaid.

#### 17. Consent to jurisdiction

Notwithstanding the amount which may at any time be owing by THE APPLICANT to INFLUENCE CLOTHING , the parties do hereby consent, in terms of Section 45 of the Magistrates Court Act (No 32 of 1944 as amended), to the Jurisdiction of the Magistrate's Court for the determination of any action or proceeding which may be brought by INFLUENCE CLOTHING against THE APPLICANT arising out of any transaction between the parties, it being recorded that INFLUENCE CLOTHING shall be entitled, but not obliged, to bring any action or proceeding in the said court.



#### 18. Recovery of legal /collection costs

Should INFLUENCE CLOTHING instruct its attorneys or collection agent to collect any overdue amounts, or take any action against THE APPLICANT in the implementation of protection of INFLUENCE CLOTHING'S rights, INFLUENCE CLOTHING shall be entitled to the recovery of legal or collection costs arising there from, on the scale as determined by the court of law where the collection matter will be adjudicated.

#### 19. Non-waiver of rights

Any condonation of any breach of any of the provisions hereof or other act or relaxation, indulgence or grace on the part of INFLUENCE CLOTHING shall not in any way operate as or be deemed to be a waiver by INFLUENCE CLOTHING of any rights under this contract, or be construed as a novation thereof.

#### 20. Severability of clauses

Each clause of these conditions of sale is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause/clauses shall not affect the balance of these conditions of sale, which shall remain of full force and effect.

#### 21. Late Delivery

The Electronic Communications and Transactions Act 25 of 2002 ("ECT Act") entitles you to cancel your purchase with 7 days' notice if the products you have purchased are not be delivered within the agreed delivery period as specified in the Supplier terms and conditions. The product(s) in question must be returned to The Supplier in their original state, including all labels. Any such cancellation must be done by e-mail: [accounts@influence-sa.co.za](mailto:accounts@influence-sa.co.za). The Supplier will then refund you within 30 days after date of such notification.

#### 22. Non-defective products (your right to return due to cooling-off right)

Save for certain exceptional cases (including purchases of made-to-order products, products likely to deteriorate including but not limited to flowers, foodstuff, beverage, goods for everyday consumption, goods that the price depends on fluctuation, unsealed audio or video recordings, newspapers, magazines, books and periodicals, you are entitled to return any purchase concluded by The Supplier within 7 calendar days of the product(s) being delivered. In order to obtain a purchase price refund, the product(s) being returned must be sent back to The Supplier in accordance with the return

procedure set out below.

22.1 Consequently, if upon receiving your purchase you are not satisfied with your choice of product(s) and wish to return it for a refund as aforesaid, please retain the product(s)' original packaging and do not use product.

22.2 If the incorrect product is delivered to you by mistake (i.e. it is not the product you purchased), please do not remove the product from its original packaging or try the product on at all. Please promptly contact The Supplier to notify The Supplier thereof, so that we can resolve the mistake by arranging to collect such product from you and deliver the correct product to you as quickly as possible.

### 23. Defective products

General warranty:

If, within 6 months after delivery of a product to you:

You find that the product(s) is defective/faulty, unsuitable for the purpose generally intended (or otherwise expressly indicated by The Supplier at time of purchase), or not legal or reasonably durable (based on the circumstances and product type) ("defective"); and –

you arrange to return such product to The Supplier for inspection in accordance with the returns procedure in below, and the product is subsequently found to indeed be defective, you are entitled to either –

- be fully refunded, or (b) have the product repaired or replaced at The Supplier expense.

23.1 If the product is found NOT to be defective, you will NOT be entitled to any repair, replacement or refund but will instead be liable for the costs incurred in having such product returned to The Supplier and then redelivered to you.

23.2 When is a product defective? Please note: the following are examples of things which will NOT be regarded as defects and will NOT entitle you to any repair, replacement or refund under the general warranty above: faults resulting from normal wear and tear; damage arising from incorrect usage of the product, misuse and abuse and not following instructions of the product.

### 24. Exclusions

You may not under any circumstances return the following:

24.1 Non-defective products that have been "made to order". (You will be notified in the relevant Online Sale if the products are "made to order".)

24.2 For hygiene reasons, due to their nature.

24.3 Products that you or any other person has altered, repaired, incorporated or added to where such alteration, repair, incorporation or addition has not been authorised by

The Supplier.

#### 25. Return procedure to be followed

Contact the supplier by e-mail [accounts@influence-sa.co.za](mailto:accounts@influence-sa.co.za) and specify the following:

- The reason for the return;
- The date the product(s) was bought and the date the product(s) was delivered including a reference number or proof of purchase;
- The banking details for the refund (if applicable)
- Do not return the product without written approval of The Supplier.
- The supplier will either arrange collection of the return product(s) or give you instructions of how the product(s) must be returned.
- If the return is accepted by The Supplier as a valid return, any refunds (depending on the circumstances as explained above) will be made by EFT into the bank account selected by you.

#### 26. Entire agreement

This contract contains the entire agreement between the parties and any other terms thereof whether express or implied or excluded here from and any variations, cancellations or additions to this contract shall not be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories. The agreement shall be governed by the laws of the Republic of South Africa. THE APPLICANT and THE SURETY / SURETIES, by their signatures hereunder, confirm that the information submitted in this application is true and correct in all respects and that they are entirely familiar with the terms and conditions contained herein.