



H. GENERAL

REFUND POLICY

Southern Workwear (Pty) Ltd does not normally give refunds with regards to goods being supplied if you simply change your mind or make the wrong decision. You can choose between a refund, exchange or repair, where goods are defective within the warranty period or within 10 business days the goods are wrongly described, different from the sample shown to you or do not perform. If the goods are affixed or amended we will not accept a return of the goods, unless defective. We may charge a handling fee if the return is accepted by management.

CANCELLATION POLICY

Southern Workwear (Pty) Ltd requires a deposit to confirm the reservation for the goods being supplied. We may impose a cancellation fee in the event of cancellation before the date of delivery of the goods. The fee will depend on the nature of the order, the length of notice of cancellation before the order, the reasonable potential to find alternative clients for the order and the reason for cancellation. No refunds on deposits in the event of cancellation for already ordered/made Special-Order goods.

INDEMNITY

Although we at Southern Workwear (Pty) Ltd endeavour to supply goods of exceptional quality, we cannot be held liable in the instance where the goods supplied are not according to your specifications or specific need, due to any circumstances beyond our reasonable control.

PAYMENT TERMS

Southern Workwear (Pty) Ltd reserves their right to suspend delivery of any orders in the event that payment for such orders is not made on time. In the circumstances where payment is outstanding for a period exceeding 30 days from date of statement Southern Workwear (Pty) Ltd will charge interest at a rate not exceeding 2% per month or as per the maximum rate determined by the National Credit Act from time to time on overdue payments.

All accounts older than 30 days will be handed over for collection and the Client will be liable for all legal fees with regard to the collection of such outstanding amounts on a fees scale as determined by the court of law/tribunal where the collection matter will be adjudicated.

The Client hereby agrees to the jurisdiction of the Magistrate Court in the event that any outstanding amount is handed over for collection, although such Magistrate Court may normally not have jurisdiction in the matter.

DELIVERY POLICY

Notwithstanding anything to the contrary, Southern Workwear (Pty) Ltd's obligation to supply goods on time shall in all cases be subject to the following:

Whilst delivery times are given in good faith and Southern Workwear (Pty) Ltd 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 Southern Workwear (Pty) Ltd's control, which circumstances will include, but in no way be limited to:



- Any delays in the supply of goods by Southern Workwear (Pty) Ltd Suppliers which cannot be directly or indirectly attributed to them.
- The client not providing Southern Workwear (Pty) Ltd with necessary information in order to determine the specifications of the goods required.
- The client or his/her/its employees not providing Southern Workwear (Pty) Ltd with the adequate information, necessary in order to ensure that the goods meet its specific requirements. The Company reserves the right to amend the initial quotation, should the Client's original requirements change or upon inspection by us.
- If the balance of the contract price payable on date of reservation is not paid on date of anticipated reservation to Southern Workwear (Pty) Ltd. Southern Workwear (Pty) Ltd will communicate unavoidable delay in the delivery.

WARRANTY CLAUSE IN TERMS OF SECTION 56 OF THE ACT

Southern Workwear (Pty) Ltd warrants its Client that the goods which have been supplied by it and delivered to the Client shall be free from defects and subject to the following:

- The warranty is effective for a period of six months. The date is determined from date of delivery and the Client will be entitled to either request a refund; replacement or repair of the goods if the goods being provided are believed to be of a substandard quality within such period.

The warranty shall immediately be rendered null and void in the event of any of the following:

- Any alterations or modifications or addition made to the goods, without the prior consent of Southern Workwear (Pty) Ltd.
- Failure to use goods supplied in accordance with the instructions and specifications of Southern Workwear (Pty) Ltd.
- Damages due to the general mistreatment and abuse of the goods supplied.
- Any damage caused by fire, flood, civil disturbance or act of God.
- The goods have not been inspected by an expert in order to evaluate/determine the reason for the defects in the material, before the Client requested its replacement, repair or refund.