

Basic Terms and Conditions

SAFETY GEAR SOLUTIONS (Pty) Ltd.
partner in safety supplies.

Contact: +27 71 680 0690 / +27 82 942 1976

Email: sgs.partnerinsafety@gmail.com

"Us, We, Our" – Safety Gear Solutions (Pty) Ltd. "You, Your" – the client who is quoted.

Acceptance of the services and products quoted by Safety Gear Solutions (Pty) Ltd. shall be deemed unconditional acceptance of the Terms of Business of Safety Gear Solutions (Pty) Ltd, as set out hereunder.

These terms may only be varied if confirmed in writing by a Director of Safety Gear Solutions (Pty) Ltd.

1. Acceptance of Quotes / Orders

- Any acceptance of a quote requires a customer's signature.
- 50% deposit payment required in before an order can be processed of which exceeds R100K.
- Payments need to clear before any goods can be released.
- Payments are strictly COD unless alternative agreements exist.

2. Processing of Orders

Once payment has been confirmed, you will be contacted telephonically within 24 hours of acknowledgement to discuss the order and expected collection / delivery dates and times. Such dates and times will depend on the following:

- Stock currently available or on order.
- Usually allow for 3 working days, unless otherwise notified.
- Whether items ordered require embroidery, reflective tape or silk-screening
- Add approximately 5 to 10 working days to the initial 3 day lead time period.
- Other circumstances beyond our control such as load shedding and our own delivery and collection schedules.

3. Collection vs. Delivery

- All items quoted are based on delivery up to 100km radius, after which additional transportation charges may be incurred, whereby a separate delivery / courier charge reflects on the quote.
- Delivery may be via courier, so please allow reasonable added time for courier transport.

4. Price Validation

- Prices are subject to change without notice. Our suppliers change their pricing without notice and we are unfortunately forced to transfer these changes immediately when applicable.
- We undertake to honour our prices as offered on this specific quote for five days from Quote Date unless otherwise stipulated.

5. Content Disclosure

- Colours may vary or differ from those shown as stated on our catalogue or quote. For example is the industry term "Lime" with reflective clothing, which usually manifests as bright yellow.
- Items may differ from time to time to pictures as catalogued or this quote, dependent on stock sources available at time of purchase.
- Unbranded or Generic items, especially "Economy Spec" items, are adequate for the purpose intended, are economically priced, mass-produced and offered as standard throughout the Work Wear / PPE industry. Emphasis is on Fair Quality, Quantity and Price - therefore each batch may differ slightly from the next in terms of sizing, texture etc. due to the multiple sources of procurement.

6. Work Wear Sizing

- BE CAUTIOUS OF ORDERING TOO SMALL!
- Our Work wear sizing is quoted PER CHEST SIZE. A chest size is always 4 sizes larger than the waist size. For example if you ordered a size 38 conti suit, the pants will be a size 34. Conversely if you ordered a conti suit and specified that you require a size 34 pants size, you will receive a size 38 Conti Suit. Personnel usually prefer loose-fitting conti suits - rather order larger.

7. Returns Policy

- We are a uniforms and PPE distributor – not a manufacturer.
- No warranties are offered on any goods other than a 5 day return / swap policy as per below. Any Branded Factory Warranties implied on any item would be for Your Claim against the Manufacturer itself. We only offer to act as a facilitator between You and the Manufacturer if such implied Warranty exists and / or the Manufacturer is Reachable/Approachable.
- Items may only be requested for return or swapped strictly within 5 days of the purchase invoice date, (excepting for altered items as per below), subject to us reserving all our rights under law to refuse the return / swap unconditionally, and in all circumstances, after the 5 days.

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- Even within the 5 day period, in full or in part, should the nature of the return / swap be unfair to us or endanger our economic ability to withstand the return / swap.
- Only goods in perfect untouched / un-used condition that are in their original packaging will be considered for return / swap. We reserve the right to charge you a handling fee for the return / swap-out if affected, the quantum of which is entirely at our discretion, and determined by:
 - Our ability to sell the item if returned. Commonly sold / stocked items will not be penalized but specialized, hard-to-sell items will definitely be penalized.
 - Your reasons for the return for doing so. A simple "change of mind" for example may be heavily penalized.
 - Our ability to return the items to our suppliers, and whether or not our suppliers charge a handling fee.
- Items that have been altered in any way, including alterations, embroidery, silk-screening, reflective tape sewn on etc. are NOT ELIGIBLE FOR SWOP-OUT OUT OR RETURN FOR CREDIT UNDER ANY CIRCUMSTANCES WHATSOEVER once delivered to or collected by you.
- With the above mentioned, you are encouraged to purchase item samples before placing your order, in order to confirm quality, colouring, sizing etc. Also be sure to have a sample of your artwork, its specifications, colouring and placement in writing before placing your order. It is re-iterated that we are a distributor, and do not have the resources to customize / alter garments, only facilitate such, and the onus lies with you to check thoroughly before proceeding with orders requiring alterations.

8. Clients with payment history

- Client will be invoiced on delivery, and payment of the invoice becomes COD upon presentation. VAT will be added to all charges (if applicable). Until such time as payment is made, there shall be no discharge of the obligations of the client to Safety Gear Solutions (Pty) Ltd. Safety Gear Solutions (Pty) Ltd. reserves the right to charge interest at the maximum applicable rate in terms of the National Credit Act on overdue accounts from time to time. Any query regarding an invoice must be received in writing by Safety Gear Solutions (Pty) Ltd. within 5 days of date of invoice, failing which complete acceptance of the correctness of the invoice by the Client is implicit.
- All payments to be made to "US" shall be made without deduction and no amount may be deferred or withheld by reason of any alleged claim or counterclaim.
- "OUR" invoices are payable upon receipt thereof. "OUR" payment terms are 30 days from receipt of invoice.
- Should "YOU" fail to make payment on due date, "WE" shall charge "YOU" interest on the overdue amount at a rate of 2,5% above the prime interest rate as charged from time to time by SBSA Bank Limited. Should "YOU" fail to pay "OUR" invoice upon receipt thereof, "WE" may in its own discretion withhold or suspend performance of or cancel any of its contractual obligations owed to "YOU", without prejudice to any of "OUR" other rights.
- "YOU" shall not be entitled to attach a condition to any payment submitted to "US" to the effect that is being tendered in full and final settlement of "YOUR" obligations. Any such condition purporting to be in full and final settlement shall not be binding on the "US" who may accept the amount tendered and further claim payment of any amount that is owing in excess of the amount tendered.
- "WE" may in its sole discretion appropriate any amounts received from or on behalf of "YOU" to current or arrears debts, costs, interest or any other amount due by "YOU" to "US", notwithstanding any allocation that "YOU" may purport to make.

9. General

- Client hereby consents to the jurisdiction of the Magistrate's Court in respect of any disputes arising out of this agreement. In the event of a dispute arising out of this agreement, Safety Gear Solutions (Pty) Ltd. shall be entitled to recover costs on the Attorney and Client scale, including Tracing Fees, should an Attorney be instructed for any reason whatsoever out of this agreement.
- The Client chooses as their domicilium citandi et executandi the trading address provided to Safety Gear Solutions (Pty) Ltd.

Your receipt of this document signifies your acceptance of our Terms and Conditions of Business

This is to avoid any possible misunderstanding/s at a later stage.