

BERTUZZI DISTRIBUTION (Pty)Ltd

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this document apply in these conditions.

Buyer (The Customer): The person, firm or company, who purchases the Goods from Bertuzzi and who, by entering into this Contract with Bertuzzi, is warranting that it is acting in the course of its trade or business.

Contract: any contract between Bertuzzi and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

Delivery: completion of delivery of an Order by the Buyer or its nominated agent taking physical possession of the Goods

Delivery Date: the date on which the order is collected by the Buyer.

Delivery Point: Bertuzzi's place of business:

- Cape Town: No 3, Stella Road, Montague Gardens, 7441.
- Johannesburg: Unit 4A, 5 Galaxy Avenue, Linbro Business Park, Sandton/Marlboro, 2090
- Bertuzzi's place of business might change from time to time, or a Delivery Point may be added. The Delivery Point will then apply to Bertuzzi's place of business closest to the Buyer.

Goods: any goods agreed in the Contract to be supplied to the Buyer by Bertuzzi (including any part or parts of them).

Bertuzzi: Bertuzzi Distribution (Pty)Ltd is a private limited company and registered in the Republic of South Africa with the company registration number 2016/070374/07 whose registered office is at No 3, Stella Road, Montague Gardens, 7441, Cape Town, South Africa, who shall be the supplier of the Goods

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

2.1 The terms and conditions set forth in this document can from time to time be amended by Bertuzzi's management without prior notice to the Buyer.

2.2 Subject to any variation under condition 2.4 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.3 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.4 These conditions apply to all Bertuzzi's sales and any variation to these conditions and any representations about the Goods shall have no force or

effect unless expressly agreed to in writing and signed by the owner or financial manager of Bertuzzi. The Buyer acknowledges that it does not rely on any statement, promise or representation made or given by or on behalf of Bertuzzi which is not set out in the Contract. Nothing in this condition shall exclude or limit Bertuzzi's liability for fraudulent misrepresentation.

2.5 Each order or acceptance of a quotation for Goods by the Buyer from Bertuzzi shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.

2.6 No order placed by the Buyer shall be deemed to be accepted by Bertuzzi until an acceptance of the order is confirmed by Bertuzzi, by whatever means appropriate, or (if earlier) Bertuzzi delivers the Goods to the Buyer.

2.7 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.8 Any quotation given by Bertuzzi is only valid for 15 working days and is subject to change at Bertuzzi's absolute discretion. Quotations will only be valid if issued on formal documentation by an authorised person in the employ of Bertuzzi.

3. DESCRIPTION

3.1 The quantity and description of the Goods shall be as set out in Bertuzzi's records which shall stand as absolute proof of what order the Buyer made. It is the Buyer's responsibility to make sure that all Proforma's, Order Acknowledgement's or Invoices are correct and as per the Buyer's Purchase Order.

3.2 All samples, drawings, descriptive matter, specifications (including sizing and colouring) and advertising issued or made available by Bertuzzi and any descriptions or illustrations contained in Bertuzzi's catalogues or brochures are issued or published for the sole purpose of giving an approximate description of the Goods described in them. They shall not form part of the Contract.

3.3 Size, style, fabric content, specification, quantity, quality and colour should be checked by the Buyer on receipt of the goods.

3.4 Bertuzzi gives no warranty, express or implied, regarding the suitability of the Goods for the purpose for which Buyer has chosen them.

3.5 The Buyer recognises that variation may occur from one dye batch to another and Bertuzzi will accept no responsibility for any such variation in colour.

3.6 The Buyer acknowledges and agrees that when a sample of the Goods has been shown to or inspected by the Buyer any consequent sale does not constitute a sale by sample.

4. DELIVERY

4.1 Unless otherwise agreed to in writing by Bertuzzi, the Delivery Point shall be Bertuzzi's place of business. Collections from Bertuzzi's place of business shall only be permitted between Monday to Friday between 08.30 am and 16.00 pm.

4.2 Unless otherwise agreed to in writing by Bertuzzi, orders will only be accepted for same day collection between Monday to Friday between 08.00 am and 14:30 pm. If orders are placed after the prescribed times and agreed by Bertuzzi in writing for same day delivery, Bertuzzi will not be liable for any returns of these orders due order not going through a basic Quality Check.

4.3 Orders will be picked on receipt of payment only and an invoice will be issued when the Buyer's orders are ready for collection.

4.4 If the Buyer wishes the Delivery Point to be anywhere other than Bertuzzi's place of business, the Buyer must make the proper arrangement for the order to be collected at Bertuzzi's place of business, a notification has to be forwarded to the member of Bertuzzi's Customer Services and Dispatch who processed the Buyer's order. The buyer has to supply the person's name, the company that will be collecting, invoice number and proof of payment. The goods will not be released without these notifications and documentation.

4.5 The Buyer shall take delivery of the Goods within 7 days of Bertuzzi giving it notice that the Goods are ready for delivery/collections.

4.6 In the event that Bertuzzi has agreed to deliver the Goods to a location specified by the Buyer, the Buyer will pay the appropriate charges. Any dates specified by Bertuzzi for delivery of the Goods are intended to be an estimate. Any delivery dates given in respect of the Goods are estimates only which the Buyer relies on entirely at its own risk. Time for delivery will not be, and shall not be capable of being made, of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.7 Subject to the other provisions of these conditions Bertuzzi shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and or similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Bertuzzi's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

4.8 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or Bertuzzi is unable to deliver the Goods because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

- (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by Bertuzzi's negligence);
- (b) the Goods shall be deemed to have been delivered; and
- (c) Bertuzzi may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.9 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading and offloading the Goods and generally taking receipt of them.

4.10 If Bertuzzi delivers to the Buyer a quantity of Goods of up to 3% less than the quantity accepted by Bertuzzi, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the shortfall and shall pay for such goods at the pro rata Contract rate.

4.11 Bertuzzi may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract unless otherwise agreed to in writing by Bertuzzi's management.

4.12 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

4.13 Upon delivery, all packaging should be checked for any interference to the original packaging and original seals. The Buyer must notify Bertuzzi in writing, and Bertuzzi will not be held liable for any loss caused by any interference to deliveries by couriers.

4.14 If the Delivery Point is to be outside the Republic of South Africa:

- (a) The Buyer shall obtain all necessary import licences, clearances and other consents necessary for the purchase of the Goods.
- (b) The Buyer must comply with all applicable laws and regulations of the country for which the products are destined. Bertuzzi will not be liable for any breach by the Buyer of any such laws.
- (c) Risk in and responsibility for the Goods shall pass to the Buyer once they have been collected by the carrier appointed to deliver the Goods and the Buyer shall maintain appropriate insurance for the goods in transit.
- (d) The Buyer has to arrange its own shipping with the collection point being Bertuzzi's place of business.

5. NON-DELIVERY

5.1 The quantity of any consignment of Goods as recorded by Bertuzzi upon despatch from Bertuzzi's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary (such evidence shall not include witness evidence from any of the Buyer's employees).

5.2 Bertuzzi shall not be liable for any non-delivery of Goods (even if caused by Bertuzzi's negligence) unless the Buyer gives written notice to Bertuzzi of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

5.3 Any liability of Bertuzzi for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods. Bertuzzi will not be held liable for any delivery cost involved with replacing the goods nor would Bertuzzi be held liable for average delivery cost incurred for the total weight or dimensions of the missing items from the delivery.

6. RISK/TITLE

6.1 Subject to clause 4.14(c), the Goods are at the risk of the Buyer from the time of Delivery.

6.2 Ownership of the Goods shall not pass to the Buyer until Bertuzzi has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) The Goods; and
- (b) all other sums which are or which become due to Bertuzzi from the Buyer on any account or for any reason.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

- (a) hold the Goods on a fiduciary basis (A person legally appointed and authorized to hold assets in trust for another person) as Bertuzzi's bailee (A person or party to whom goods are delivered for a purpose, such as custody or repair, without transfer of ownership);
- (b) store the Goods (at no cost to Bertuzzi) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Bertuzzi's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- (d) maintain the Goods in satisfactory condition and keep them insured on Bertuzzi's behalf for their full price against all risks to the reasonable satisfaction of Bertuzzi. On request the Buyer shall produce the policy of insurance to Bertuzzi.

Point 6.3 (a,b,c,d) only applies in circumstances where the buyer has purchased goods on consignment or credit, the goods were delivered to the incorrect Buyer, the incorrect products were delivered to the Buyer or the products were accidentally delivered to the Buyer without a receipt of payment.

6.4 The Buyer may not resell the Goods in the ordinary course of its business before ownership has passed to it.

6.5 The Buyer's right to possession of the Goods shall terminate immediately if:

- (a) The Buyer takes any steps or has any steps taken against it in connection with the Buyer's insolvency (or potential or likely insolvency); or
- (b) the Buyer encumbers any of the Goods.

6.6 Bertuzzi shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Bertuzzi.

6.7 The Buyer grants Bertuzzi, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

6.8 Where Bertuzzi is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Bertuzzi to the Buyer in the order in which they were invoiced to the Buyer.

6.9 On termination of the Contract, howsoever caused, Bertuzzi's (but not the Buyer's) rights contained in this condition 6 shall remain in force and effect.

7. PRICE

7.1 Unless otherwise agreed by Bertuzzi in writing, the price for the Goods shall be those prices set out in Bertuzzi's published pricelist in force at the time that the order is made. However, Bertuzzi retains the absolute right to vary the price payable for the Goods between the date of order and the date of despatch.

7.2 If the Buyer is to pay the price other than in South African Rand, the price shall be calculated as the Rand equivalent of the published price using the currency exchange rate of Bertuzzi's bank which applies at the time that the order is made.

7.3 Bertuzzi's pricelist will be reviewed and updated a minimum of two (2) times per year, normally in March and September of each year. Bertuzzi reserves the right to amend the pricelist without prior notice to the Buyer.

7.4 The delivery charges if agreed by Bertuzzi to arrange deliver will be the price quoted by a reputable courier company and will incur a 10% admin charge.

8. RETURNING GOODS

8.1 Subject to the Buyer having a right to return the Goods pursuant to these terms, all sales are final. However, Bertuzzi does subject to the terms of this clause, recognise that there may be occasions when it is appropriate to accept returns from the Buyer and Bertuzzi shall, on a case by case basis, consider doing so. For the purposes of this clause, any Goods which the Buyer wants to return shall be referred to as "Returned Goods";

8.2 Bertuzzi will, in any circumstances, only accept returns if the following conditions are met:

- (a) The Buyer shall provide the Original or a Copy of the Original Invoice in respect of the Returned Goods (The Returned Goods must be returned with the Original Documentation that was supplied with the Goods). Bertuzzi's Staff is not permitted to print out the respective Invoices from its Invoicing systems for the customer in respect of their intended Product Returns. The returning of Goods may be refused if such documentation is not present at the time of the return.
- (b) Bertuzzi must have issued a valid Goods Return Note in respect of the Returned Goods;

(c) Bertuzzi will first inspect the Returned Goods and a Credit Note will be issued on the findings and reports from the quality department. Credit Notes will be issued within 5 working days from the date on which the Goods Return Note was issued. Credit will be refunded on Credit Note only and at the end of the relevant trading week after the Credit Note have been issued. All Product Returns that have been rejected for credit may be collected by the customer again.

(d) By way of an admin, quality control and re-stocking charge in Bertuzzi's applicable warehouses, the Buyer shall pay to Bertuzzi a sum equivalent to 15% of the price of the Returned Goods if the Returned Goods are returned after 5 working days from the date of Delivery;

(e) The Returned Goods must not have been worn and must be returned in their original un-opened packaging if issued in packaging. Please refer to Point 8.3 for additional terms relating to this clause.

(f) Bertuzzi retain the right to refuse Returned Goods should Bertuzzi deem them to be unsuitable for re-sale;

(g) The Buyer will pay for and arrange the return of the Returned Goods at its own account.

(h) The value of the Returned Goods must not exceed 10% of the Buyer total spend with Bertuzzi during the preceding 12 month period

8.3 The following Goods will not be eligible to be returned pursuant to this clause:

- (a) Any products with damage caused by exposure to different climatic or atmospheric elements;
- (b) Underwear;
- (c) Consumables (as defined from time to time by Bertuzzi);
- (d) Any Goods which Bertuzzi does not carry as core stock (as defined by Bertuzzi from time to time);
- (e) Any Goods which have been branded, relabelled or any other changes that have been made to the products by the Buyer. Returned products will not be accepted if the labels are damaged in any way;
- (f) Any Goods which have been in the possession of the Buyer for more than 10 working days after Delivery;
- (g) Any Goods which have, as their function, the protection of health and safety and/or the hygiene of the wearer. By way of (non-exhaustive) examples, high visibility garments, earplugs, face masks and goggles

8.4 Samples:

The following conditions apply to Sample orders only.

- (a) All sample orders must be clearly indicated on the Purchase Order of the Buyer as samples.

If a Sample Order is not indicated as a Sample Order on the Buyer's purchase order, it will be treated as a normal product order, as such the terms indicated in 8.2 and 8.3 will apply.

- (b) The Buyer may only place a sample order as per the following prerequisites.

(1) One Unit per Size per Colour per Style.

(c) The Buyer shall provide the Original or a Copy of the Original Invoice in respect of the Returned Goods (The Returned Goods must be returned with the Original Documentation that was supplied with the Goods). Bertuzzi's Staff is not permitted to print out the respective Invoices from its Invoicing systems for the customer in respect of their intended Product Returns. The returning of Goods may be refused if such documentation is not present at the time of the return.

(d) Bertuzzi will first inspect the Returned Goods and a Credit Note will be issued on the findings and reports from the quality department. Credit Notes will be issued within 5 working days from the date on which the Goods Return

Note was issued. Credit will be refunded on Credit Note only and at the end of the relevant trading week after the Credit Note have been issued. All Product Returns that were rejected for credit may be collected by the customer again.

(e) By way of a admin, quality control and re-stocking charge in Bertuzzi's applicable warehouses, the Buyer shall pay to Bertuzzi a sum equivalent to 15% of the price of the Returned Goods if the Returned Goods are returned after 5 working days from Delivery;

(f) The Returned Sample Goods must be returned with the relevant swing tickets attached and in their original packaging if issued in packaging.

(g) Sample goods will not be eligible to be returned if returned after 21 working days from date of Delivery.

(h) Bertuzzi retain the right to refuse Returned Sample Goods should Bertuzzi deem them to be unsuitable for re-sale; Please refer to Point 8.3 [Excluding Term 8.3 (f)] for additional terms relating to this clause.

(i) The Buyer will pay for and arrange the return of the Returned Sample Goods at its own account.

(j) The value of the Returned Goods must not exceed 10% of the Buyer total spend with Bertuzzi during the preceding 12 month period.

8.5 All Product Orders that have been paid for by the Buyer and Invoiced for by Bertuzzi that is not Delivered/Collected by the Buyer within 21 working Days will be cancelled and re-stocked into Bertuzzi's warehouses.

(a) A Credit Note will be raised against the Buyers account and by way of an admin and re-stocking charge in Bertuzzi's applicable warehouses the Buyer shall pay to Bertuzzi a sum equivalent to 15% of the price of the Cancelled Order. Credit will be refunded on Credit Note only and at the end of the relevant trading week after the Credit Note have been issued.

9. TAX

9.1 The price for the Goods and all other charges shall be exclusive of any value added tax (if applicable) and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

9.2 If the Buyer orders Goods for delivery outside the Republic of South Africa, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. The Buyer will be responsible for payment of any such import duties and taxes.

10. PAYMENT

10.1 Unless agreed otherwise by Bertuzzi, a Buyer who is not on credit terms must make payment for the Goods at the time that the order is made and prior to delivery.

10.2 Bertuzzi may, at its absolute discretion, agree to provide a Buyer with credit terms for payment. Bertuzzi shall be under no liability to offer credit to the Buyer. However, if Bertuzzi does agree to provide Goods on credit, the following shall apply:

(a) Credit will not be extended to the Buyer unless approved in writing by Bertuzzi.

(b) Credit will only be considered if the client's purchases exceed a minimum of R15000.00 per month, credit will be revoked if the Buyers account is dormant for more than three months or purchases have not met the minimum requirement of R15000.00 per month over a six month period.

(c) Where credit has been granted, payment is due within thirty days from the Date of the Statement unless otherwise agreed to in writing.

(d) Bertuzzi may on a case by case basis require a credit Buyer to provide a form of collateral or bank guarantee as insurance on its account. This will not be deemed by the credit Buyer as prejudice and is purely required as an insurance measure on the Buyers account to Bertuzzi.

(e) Goods will not be despatched when a Buyer's account is overdue or the credit limit has been exceeded.

10.3 No payment shall be deemed to have been received until Bertuzzi has received cleared funds. Bertuzzi shall be due payment in respect of any Goods even if no invoice has been raised and the raising and/or issuing of an invoice shall not be a pre-condition to Bertuzzi's entitlement to be paid.

10.4 Time for payment shall be of the essence.

10.5 All payments payable to Bertuzzi under the Contract shall become due immediately on its termination despite any other provision.

10.6 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Bertuzzi to the Buyer.

10.7 Bertuzzi shall have a general and particular lien on all money and property which the Buyer owns or is entitled to possess which is in the possession of Bertuzzi or its agents which Bertuzzi may sell as the Buyer's agent to reduce the Buyer's debt to Bertuzzi.

10.8 If the Buyer fails to pay Bertuzzi any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to Bertuzzi on such sum from the due date for payment at a rate of prime plus 4% per annum or period in which payment is overdue. Interest remains payable after judgment. Bertuzzi reserves the right to claim interest under the National Credit Act of South Africa No.34 of 2005

11. QUALITY

11.1 Bertuzzi is not the manufacturer of the Goods and as such the Buyer hereby acknowledges and agrees that it is not appropriate for Bertuzzi to provide warranties in respect of the quality of the Goods. Bertuzzi therefore gives no such warranties, express or implied, as to the quality of the Goods and all such warranties are hereby excluded from the contract.

11.2 Upon written request from the Buyer, Bertuzzi shall endeavour, but shall not be obliged to, transfer to the Buyer the benefit of any warranty or guarantee given to Bertuzzi by the manufacturer but only insofar as any such warranty or guarantee has been given to Bertuzzi.

12. RELABELING (Changing of the Neck Tag or Wash Care label)

12.1 Bertuzzi do not facilitate any relabeling services to the Buyer, however Bertuzzi do not condone the re-labelling of the products by the Buyer. Any relabelled product or any product with damaged original labels will not be accepted for returns.

12.2 Bertuzzi does not condone any relabeling if its products which fraudulently claim the point of origin (manufacture) to be other than that stated on the original labels and Bertuzzi will not be held liable by the Buyer or any third party claim arising from any such illegal activity.

13. LIMITATION OF LIABILITY

13.1 The following provisions set out the entire financial liability of Bertuzzi (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

(a) any breach of these conditions;

(b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

(c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

13.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

13.3 Nothing in these conditions excludes or limits the liability of Bertuzzi:

(a) For death or personal injury caused by Bertuzzi's negligence; or
(b) under the **Consumer Protection Act, No. 68 of 2008 (or CPA)**
(c) for any matter which it would be illegal for Bertuzzi to exclude or attempt to exclude its liability; or

13.4 Subject to condition 13.2 and condition 13.3:

(a) Bertuzzi's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to, at Bertuzzi's sole election, either:

(i) repairing or replacing the Goods (or appropriate part thereof) or provided that, if Bertuzzi so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which are being replaced to Bertuzzi; or
(ii) the price paid for the Goods.

(b) Bertuzzi shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

13.5 Bertuzzi shall not be liable for any loss unless advised of the alleged reason for the loss occurring in writing by the Buyer within twenty-eight days of the Delivery Date. Bertuzzi shall in any event be discharged from all liability whatsoever and howsoever arising in respect to this agreement unless proceedings are brought within one year of the Delivery Date.

13.6 Bertuzzi shall not be liable for a breach of contract in respect of the Goods or any matters relating to them insofar as:

(a) the Buyer makes any further use of such Goods after giving such notice; or

(b) the defect arises because the Buyer failed to follow Bertuzzi's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

(c) the Buyer alters or repairs such Goods without the written consent of Bertuzzi;

(d) the Buyer is responsible for causing the problem, whatever it may be.

13.7 The Buyer recognises that the level of risk taken on by Bertuzzi is directly related to the price being charged for the Goods. If the Buyer wanted Bertuzzi to accept more risk in respect of the Goods, the Buyer acknowledges that an increase in the price of the Goods would be required.

14. TERMINATION

14.1 If the Buyer breaches any of the terms of this contract or becomes, or in the reasonable opinion of Bertuzzi is likely to become, insolvent Bertuzzi may (without prejudice to its other rights) forthwith terminate this agreement.

14.2 In the event that this agreement is terminated by Bertuzzi:

(a) it shall be entitled to be immediately paid any and all sums due to it from the Buyer whether in respect of this or any other contract and including any monies unpaid as a result of credit which Bertuzzi has provided to the Buyer;
(b) insofar as the Goods have not been delivered prior to termination, Bertuzzi shall be discharged from any obligation to supply the Goods.

15. ASSIGNMENT

15.1 Bertuzzi may assign the Contract or any part of it to any person, firm or company.

15.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of Bertuzzi.

16. FORCE MAJEURE

Bertuzzi reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Bertuzzi including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to Bertuzzi to terminate the Contract.

17. GENERAL

17.1 Each right or remedy of Bertuzzi under the Contract is without prejudice to any other right or remedy of Bertuzzi whether under the Contract or not.

17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.3 Failure or delay by Bertuzzi in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

17.4 Bertuzzi does, and may, from time to time monitor or record telephone calls between it and the Buyer (or a prospective buyer).

17.5 Any waiver by Bertuzzi of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

17.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the Laws governing South Africa and the parties submit to the exclusive jurisdiction of the South African courts.

ALL TRANSACTIONS ARE SUBJECT TO THE COMPANY'S FULL TERMS AND CONDITIONS OF SALE. PLEASE REFER TO OUR WEBSITE OR CONTACT CUSTOMER SERVICES AT 087 813 0040 FOR THE LATEST TERMS AND CONDITIONS.

MISTAKES ARE POSSIBLE: All goods should be checked upon receipt, as worn, printed, embroidered, quantity, washed or otherwise processed goods cannot be returned.

PLEASE NOTE: We always recommend that all goods within this catalogue are checked for their suitability of purpose to any application process, including wearer trials. Any alterations to goods will deem them unreturnable.

ALL COLOURS AND SIZES DETAILED OR ILLUSTRATED IN THIS BROCHURE ARE FOR GUIDANCE ONLY

Some colour icons are not a true representation of their appearance. Grey Marl, Ash, Denim, Washed and Vintage are examples of colours/styling that cannot be accurately displayed. In the event confusion occurs with colour icons, Bertuzzi will not be held responsible for any losses incurred. We

always recommend samples of garments are obtained in advance of orders being placed.