



## Standard Terms and Conditions of Sale

1. Definitions:
  - a. Company means Lady Marmalade Collection hereafter referred to as LMC.
  - b. Customer means the company or person to whom the item/s is sold.
  - c. Item/s means any item ordered from LMC, including but not limited to gowns, shoes dresses and jewellery.
  - d. Quotation or quote means the document detailing but not limited to the item size, style and price given to the customer, prepared by LMC, which will be binding between LMC and the customer upon acceptance.
  - e. Display stock means items on display at LMC premises.
  - f. LMC premises will have the same meaning as LMC business address which means the physical location specified on the invoice to the customer.
2. Quotes:
  - a. All quotes are valid for a period of 7 calendar days.
  - b. On acceptance of a quote, a purchase order must be signed. The price reflected on the **purchase order** will be fixed and not subject to any exchange rate fluctuations.
3. Ordering:
  - a. No gowns will be ordered before 50% of the purchase price is paid and reflects as paid in the bank account of LMC.
  - b. No gowns will be ordered before a purchase order has been signed.
  - c. Prices reflected on purchase orders for gowns are fixed.
4. All gowns sold from display stock are sold "voetstoots" and the customer is liable for the cost of any alterations.
5. No alterations to gowns will be made without the purchase price of the gown paid in full.
6. LMC is not liable for any damages relating but not limited to:
  - a. Cancellation of the wedding or occasion for which the item/s were purchased.
  - b. Any act of god, riots etc which may affect the wedding or occasion.
  - c. Any late arrivals of gowns resulting from delayed orders from late payment of deposits.
  - d. If LMC is at fault, directly or indirectly for any defects in any item ordered or the late delivery of such item, LMC's liability will be limited to the value of the purchase price of the items and no subsequent damages will be claimable from LMC, its members or representatives.
7. Payment:
  - a. All payments must be made to LMC.



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- b. The balance of the purchase price (50%), also refer 3.a is payable on arrival of the item/s at LMC business address, irrespective of whether the gowns has been inspected by the customer. A concession is made in that the customer has 7 days from arrival to inspect the gown before payment becomes due.
- c. Interest is payable at prime plus 2% per annum, compounded daily, on all late payments.
- d. Any liability for bank charges resulting from erroneous cheque payments will be billed back to the customer and is payable before the ordered items will be released.
- e. Gowns will not be released to the customer before full payment of all alterations, deposits etc as invoiced are paid in full and reflects as such in the bank account of LMC.

### 8. Taxes and duties

It is hereby expressly recorded that should Value Added Tax (VAT), duties and withholding tax become payable in respect of the Sale in terms of these Conditions, such amount shall be for the account of the Customer and shall be payable on due date.

9. Any act of indulgence or grace on the part of either party with respect to the other under these Conditions shall not constitute a waiver of that party's rights and shall not preclude that party from thereafter strictly enforcing its rights under these Conditions.

10. All transactions with LMC shall be governed, construed and interpreted in accordance with the law of the Republic of South Africa.

11. If a dispute of any kind whatsoever arises between LMC and the Customer in connection with, or arising out of, these Conditions of Sale or the execution of the Sale, whether during the execution of the Sale or after repudiation or other termination of the Sale and/or Conditions, including any dispute as to any opinion, instruction, determination or valuation by either party, and such dispute can not, in the opinion of either one of the parties, be settled amicably, the matter in dispute shall be referred in writing to a mutually agreed arbitrator.

The arbitration shall take place in accordance with the rules for arbitration of the Arbitration Foundation of South Africa (AFSA). The decision of the arbitrator shall be final and binding on both parties, and not subject to appeal. If the parties cannot agree to a mutually acceptable arbitrator, AFSA shall appoint an arbitrator and their decision shall be binding on both parties.



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### 12. General

- a. If any one or more of the provisions of the Conditions of Sale should be held to be invalid or unenforceable by a court, arbitrator or other competent tribunal, the validity and enforceability of all other provisions of these Conditions will not be affected thereby, and without effecting the generality of the foregoing the parties agree to negotiate with each other to arrive at an amendment to the Conditions which would restore the parties, as far as possible, to the position contemplated by the parties at the time the Sale was entered into and which amendment is legal and binding.
- b. These Conditions of Contract can not be cancelled by consent or altered otherwise than in writing signed by both parties.
- c. The customer will not be able to cede any of its rights or to delegate any of its obligations arising out of, or pursuant to, the Sale without the written consent of LMC first being obtained in writing.