

PIN KUSHIN (PTY) LTD

TERMS AND CONDITIONS

1. THE TERMS AND CONDITIONS SET OUT HEREIN SHALL APPLY TO ALL BUSINESS CONDUCTED, OR SERVICES PROVIDED BY PIN KUSHIN (PTY) LTD (HEREINAFTER "PIN KUSHIN (PTY) LTD").
2. ALL QUOTES ARE VALID FOR 30 DAYS.
3. ANY ALTERATIONS AND/OR CHANGES TO THE ORDER UPON WHICH THIS QUOTE IS BASED, ENTITLES PIN KUSHIN (PTY) LTD, AT ITS SOLE DISCRETION, TO MAKE CONSEQUENTIAL ALTERATIONS AND/OR CHANGES TO THE INITIAL QUOTE.

PAYMENT

4. ALL WORK / SERVICES SHALL BE BASED ON THE PRE-DETERMINED QUOTE GIVEN TO THE CLIENT.
5. SUCH QUOTE WILL BE VALID FOR 30 CALENDAR DAYS ONLY, THEREAFTER PIN KUSHIN (PTY) LTD RETAINS THE RIGHT TO EXTEND SAID QUOTE OR ISSUE A NEW QUOTE BASED ON ANY AND ALL UPDATED AMOUNTS.
6. PIN KUSHIN (PTY) LTD RETAINS THE RIGHT TO ALTER ANY QUOTE, OR ASPECT THEREOF, GIVEN TO THE CLIENT SHOULD ANY ALTERATIONS, ADDITIONS, AMENDMENTS AND/OR DELETIONS OCCUR TO THE ORDER FORM SUCH QUOTE IS BASED ON
7. WORK / SERVICES WILL ONLY COMMENCE ON DELIVERY OF A 50% (FIFTY PERCENT) DEPOSIT INTO THE ACCOUNT OF PIN KUSHIN (PTY) LTD . IN THE CASE OF INTERNATIONAL WORK, WORK / SERVICES WILL ONLY COMMENCE ON A 75% (SEVENTY FIVE PERCENT) DEPOSIT INTO THE ACCOUNT OF PIN KUSHIN (PTY) LTD .
8. ALL CONFIRMED ORDERS ARE SUBJECT TO A CANCELLATION FEE OF 50% OF THE ORDERED TOTAL.
9. INTEREST WILL BE CHARGED ON LATE PAYMENTS AT A RATE OF PRIME + 2% (TWO PERCENT) PER MONTH COMPOUNDED ANNUALLY.
10. ANY AND ALL MONIES RECEIVED FROM THE CLIENT BY PIN KUSHIN (PTY) LTD SHALL BE ATTRIBUTED, AT THE SOLE DISCRETION OF PIN KUSHIN (PTY) LTD, TO ANY DEBTS OWED BY THE CLIENT TO PIN KUSHIN (PTY) LTD.
11. A CERTIFICATE SIGNED BY EITHER **KIRBY MANIA** AND/OR **AMY MANIA** OF PIN KUSHIN (PTY) LTD , DISPLAYING THE AMOUNT OWING BY THE CLIENT AT ANY TIME AND REFLECTING THE AMOUNT THEREON AS DUE AND UNPAID, SHALL CONSTITUTE PRIMA FACIE PROOF OF THE AMOUNT OWING BY THE CLIENT FOR THE PURPOSE OF ANY LEGAL PROCEEDINGS.
12. ALL GOODS NOT REFUSED ON DELIVERY SHALL BE DEEMED TO BE RECEIVED IN A SATISFACTORY CONDITION AND MEETING THE INTENDED PURPOSE FOR WHICH THEY WERE ORDERED.
13. PAYMENT OF THE 50% DEPOSIT SHALL BE CONSIDERED ACCEPTANCE OF :
 - A.THE QUOTED INVOICE,
 - B.THESE TERMS AND CONDITIONS AND
 - C.AGREEMENT FOR THE COMMENCEMENT OF WORK.
14. SALE OF GOOD MARKED "ON SALE" AND/OR "USED" WILL BE FINAL AND NO RETURNS WILL BE ENTERTAINED.
15. PIN KUSHIN RESERVES IT'S RIGHTS TO BILL THE CLIENT FOR ANY INCORRECT DELIVERY ADDRESS PROVIDED BY THE CLIENT TO PIN KUSHIN.

FAILURE BY THE CLIENT TO PAY THE AMOUNTS DUE.

16. IN THE EVENT OF NON-PAYMENT BY THE CLIENT OF ANY MONIES OWED TO PIN KUSHIN (PTY) LTD , (INCLUDING BUT NOT LIMITED TO, FAILURE TO SETTLE AN INVOICE IN FULL) PIN KUSHIN (PTY) LTD RETAINS FULL OWNERSHIP OF THE WORK, AND MAY DISPOSE OF AND/OR UTILISE SUCH WORK IN ANY MANNER SUBJECT TO ITS SOLE DISCRETION.
17. PIN KUSHIN (PTY) LTD MAY AT ITS SOLE DISCRETION, SUBJECT TO NON-PAYMENT BY THE CLIENT OF ANY MONIES OWED TO PIN KUSHIN (PTY) LTD :
 - A. SUSPEND THE CARRYING OUT OF ANY OF WORKS THEN UNCOMPLETED UNTIL FULL PAYMENT IS MADE; AND/OR
 - B. REFUSE TO PROVIDE ANY FURTHER SERVICES TO THE CLIENT.
18. THE EXERCISE BY PIN KUSHIN (PTY) LTD OF ANY OF ITS RIGHTS GRANTED TO IT BY THESE TERMS AND CONDITIONS, SHALL BE WITHOUT PREJUDICE TO ANY OTHER RIGHTS IT MAY HAVE UNDER THIS AGREEMENT OR AT COMMON LAW.

GENERAL DISCRETION OF PIN KUSHIN (PTY) LTD

19. SHOULD PIN KUSHIN (PTY) LTD DEEM IT TO BE IN THE INTEREST OF THE CLIENT OR IN THE PUBLIC INTEREST TO DEPART FROM ANY OF THE INSTRUCTIONS OF THE CLIENT OR SHOULD THOSE INSTRUCTIONS, IN THE OPINION OF PIN KUSHIN (PTY) LTD , PROVE TO BE IMPOSSIBLE OR IMPRACTICAL, PIN KUSHIN (PTY) LTD SHALL BE ENTITLED TO DEPART FROM SUCH INSTRUCTIONS AND SHALL TAKE REASONABLE STEPS TO ADVISE THE CLIENT ACCORDINGLY AND SHALL NOT INCUR NOR ATTRACT ANY LIABILITY WHATSOEVER AS A RESULT THEREOF.

LIABILITY OF PIN KUSHIN (PTY) LTD

20. PIN KUSHIN (PTY) LTD SHALL NOT BE LIABLE TO THE CLIENT OR ANY OTHER THIRD PARTY FOR ANY LOSS OF PROFIT OR ANY DAMAGES, DIRECT OR INDIRECT, CONSEQUENTIAL OR OTHERWISE ARISING FROM:

- A. THE CONVEYANCE, TRANSFER, TRANSPORT OR STORAGE OF ANY GOODS OR WORKS PERFORMED AT THE CLIENTS SPECIAL INSTANCE AND/OR REQUEST; AND/OR
- B. THE FAILURE OF THE CLIENT TO ADHERE TO ANY AND ALL WASH CARE/GARMENT MAINTENANCE INSTRUCTIONS; AND/OR
- C. THE LOSS AND/OR DAMAGE TO ANY WORKS PERFORMED AT THE CLIENTS SPECIAL INSTANCE AND REQUEST; AND/OR
- D. ANY NEGLIGENT ACT (INCLUSIVE OF GROSS NEGLIGENCE), OMISSION, OR STATEMENT BY PIN KUSHIN (PTY) LTD OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES; AND/OR
- E. ANY ACT, OR OMISSION OR STATEMENT OF THE CLIENT OR THE AGENT OF THE CLIENT WITH WHOM PIN KUSHIN (PTY) LTD DEALS; AND/OR
- F. ANY CIRCUMSTANCE BEYOND THE CONTROL OF PIN KUSHIN (PTY) LTD INCLUDING BUT NOT LIMITED TO FIRE, FLOODS, EARTHQUAKES, WIND, STORM, INCLEMENT WEATHER, OR ANY NATURAL DISASTER, ACT OF GOD, STRIKE, RIOT, WAR, ACTS OF STATE; AND/OR
- G. DAMAGE OR INJURY SUFFERED BY THE CLIENT OR ANY OTHER PERSON WHATSOEVER AS A RESULT OF PIN KUSHIN (PTY) LTD 'S EXECUTION OR ATTEMPTED EXECUTION OF ITS OBLIGATIONS TO THE CLIENT AND/OR THE CLIENT'S REQUIREMENTS AND/OR MANDATE.

COURT JURISDICTION

21. IN THE EVENT THAT PIN KUSHIN (PTY) LTD INSTITUTES LEGAL PROCEEDINGS AGAINST THE CLIENT FOR ANY REASON WHATSOEVER, THE CLIENT SHALL PAY ALL COSTS INCURRED BY PIN KUSHIN (PTY) LTD INCLUDING THE COLLECTION COMMISSION AND LEGAL COSTS ON AN ATTORNEY AND OWN CLIENT SCALE.

22. THE CLIENT CONSENTS TO THE JURISDICTION OF THE MAGISTRATES COURT IN RESPECT OF ANY ACTION OR PROCEEDINGS, WHICH MAY BE BROUGHT AGAINST IT, NOTWITHSTANDING THE QUANTUM OF PIN KUSHIN (PTY) LTD'S CLAIM.

23. PIN KUSHIN (PTY) LTD RETAINS THE RIGHT TO INSTITUTE PROCEEDINGS AGAINST THE CLIENT IN ANY OTHER APPROPRIATE COURT HAVING JURISDICTION.

DOMICILIUM CITANDI ET EXECUTANDI

24. THE PARTIES CHOOSE THEIR DOMICILIA CITANDI ET EXECUTANDI FOR THE PURPOSE OF SERVICE OF ANY NOTICE / PROCESS OR FOR ANY PURPOSE ARISING FROM THIS AGREEMENT AT THE PHYSICAL ADDRESS AND/OR E-MAIL ADDRESS REFLECTED ON THE SIGNED QUOTE.

25. EACH OF THE PARTIES SHALL BE ENTITLED FROM TIME TO TIME, BY WRITTEN NOTICE TO THE OTHER, TO VARY THE CHOSEN DOMICILIUM TO ANY OTHER ADDRESS IN THE REPUBLIC OF SOUTH AFRICA WHICH IS NOT A POST OFFICE BOX OR POST RESTANTE, AND THAT SUCH CHANGE SHALL ONLY BECOME EFFECTIVE ON THE 7TH (SEVENTH) CALENDAR DAY AFTER RECEIPT OF SUCH NOTICE.

26. THE CLIENT SHALL GIVE NOTICE IN WRITING TO PIN KUSHIN (PTY) LTD AT ITS DOMICILIUM OF ANY CHANGE OF ADDRESS; OR THE FORM OF LEGAL ENTITY; OR NAME OF OWNERSHIP UNDER WHICH THE ACCOUNT AND/OR CREDIT FACILITIES ARE BEING USED WITHIN 7 (SEVEN) DAYS FROM DATE THAT SUCH CHANGE TAKES EFFECT.

27. UNLESS OTHERWISE STIPULATED THE CLIENT CONSENTS TO RECEIPT OF ALL NECESSARY PROCESS AT THE EMAIL ADDRESS STATED UPON THE RELEVANT INVOICE.

28. AN AUTOMATED DELIVERY NOTIFICATION MESSAGE GENERATED FROM PINKUSHINDESIGN@GMAIL.COM SHALL BE CONSIDERED AGREED PROOF OF SERVICE ON THE CLIENT.

GENERAL PROVISIONS

29. THE TERMS AND CONDITIONS CONTAINED HEREIN EMBODY THE ENTIRE AGREEMENT BETWEEN PIN KUSHIN (PTY) LTD AND THE CLIENT AND BOTH PARTIES CONFIRM THAT:

- A. NONE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE CAPABLE OF BEING WAIVED, AMENDED, ADDED TO OR DELETED, UNLESS SUCH WAIVER, AMENDMENT, ADDITION OR DELETION IS REDUCED TO WRITING AND IS SIGNED BY BOTH PARTIES;

- B. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY EITHER PARTY, SAVE AS ARE EXPRESSED HEREIN;

- C. THE CLIENT ACKNOWLEDGES THAT THE GOODS AND/OR SERVICES FULFILL THE PURPOSE FOR WHICH THEY HAVE BEEN ORDERED AND INDEMNIFIES PIN KUSHIN FOR ANY AND ALL LOSS SHOULD THE GOODS AND/OR SERVICES NOT FULFILL THE CLIENTS EXPECTATIONS;

- D. THE CLAUSE HEADINGS CONTAINED HEREIN ARE FOR THE PURPOSE OF REFERENCE ONLY AND SHALL NOT BE USED FOR THE PURPOSES OF INTERPRETING THE TERMS AND CONDITIONS CONTAINED HEREIN;

- E. NO INDULGENCE GRANTED BY PIN KUSHIN (PTY) LTD SHALL CONSTITUTE A WAIVER OR ABANDONMENT OF ITS RIGHTS.

RETURN POLICY

- 30. GOODS WILL ONLY BE ACCEPTED AS RETURNS AND THE CLIENT'S REFUNDED ON SATISFACTION OF THE FOLLOWING CONDITIONS:
 - A. THE GOODS ARE RETURNED WITHIN 7 (SEVEN) CALENDAR DAYS OF PURCHASE;
 - B. THE GOODS MUST NOT HAVE BEEN WORN OR SHOW SIGNS OF WEAR AND TEAR;
 - C. THE GOODS MUST BE ACCOMPANIED WITH THE INVOICE/RECEIPT OF PURCHASE AND AN INTACT ATTACHED SWING TAG,
 - D. UPON PROOF OF A MANUFACTURING DEFECT, PIN KUSHIN (PTY) LTD RESERVES THE RIGHT TO ACCEPT/REFUSE RETURN OR EXCHANGE THE GARMENT.

GENERAL INDEMNITY BY THE CLIENT

- 31. WITHOUT ANY PREJUDICE TO ANY RIGHTS AND SECURITIES WHICH PIN KUSHIN (PTY) LTD MAY HAVE UNDER THIS AGREEMENT, THE CLIENT INDEMNIFIES AND HOLDS PIN KUSHIN (PTY) LTD HARMLESS AND FREE OF ALL LIABILITY AGAINST ANY DAMAGES, COSTS AND EXPENSES WHATSOEVER INCURRED OR SUFFERED BY THE CLIENT OR PIN KUSHIN (PTY) LTD OR ANY OTHER PERSON ARISING DIRECTLY OR INDIRECTLY FROM, OR IN CONNECTION WITH, THE CLIENT'S EXPRESS OR IMPLIED INSTRUCTIONS; OR THEIR IMPLEMENTATION BY OR ON BEHALF OF, OR AT THE INSISTENCE OF PIN KUSHIN (PTY) LTD IN RELATION TO ANY WORK/SERVICES SUPPLIED.

WARRANTIES AND REPRESENTATIONS BY PIN KUSHIN (PTY) LTD

- 32. PIN KUSHIN (PTY) LTD MAKES NO WARRANTIES AND REPRESENTATIONS TO THE CLIENT SAVE AS MAY BE SPECIFICALLY PROVIDED HEREIN OR AS NOTIFIED IN WRITING BY PIN KUSHIN (PTY) LTD TO THE CLIENT FROM TIME TO TIME. THE CLIENT ACKNOWLEDGES THAT PIN KUSHIN (PTY) LTD IS NOT IN ANYWAY BOUND BY ANY ORAL STATEMENT, REPRESENTATION, GUARANTEE, PROMISE, UNDERTAKING, INDUCEMENT OR OTHERWISE WHICH MAY HAVE BEEN MADE AT ANY TIME BY ANY SALESMAN, EMPLOYEE OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT FOR AND ON BEHALF OF PIN KUSHIN (PTY) LTD WHETHER NEGLIGENTLY OR OTHERWISE, UNLESS SUCH STATEMENTS, REPRESENTATIONS, GUARANTEES, PROMISES, UNDERTAKINGS, WARRANTIES OR INDUCEMENTS ARE SUPPLIED OR MADE IN WRITING BY AN EMPLOYEE DULY AUTHORIZED IN WRITING TO DO SO.

- 33. ONLY THE FOLLOWING EMPLOYEE'S SHALL BE CONSIDERED TO HAVE BOUND PIN KUSHIN (PTY) LTD TO ANY AGREEMENT AND/OR CONTRACT:

- E. **KIRBY MANIA** AND/OR

- F. **AMY MANIA**