

# l u k h a n y o . m d i n g i

## TERMS & CONDITIONS OF WHOLESALE

### TERMS OF TRADE.

- Company means **LUKHANYO MDINGI** (PTY) Ltd.
- **BUYER** means the person, or company buying the goods/products from the Company.
- Products and/or services mean the products and/or services being purchased by the Buyer from the Company.
  
- Contract means the contract between the Company and the Buyer for the purchase of the goods.
- Contract price means the price of goods as agreed between the Buyer and the Company.
- Person includes a corporation, association, firm, company, partnership or individual.
- Acceptance if any instruction is received by the Company from the Buyer for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.
- Terms and Conditions These terms and conditions and any subsequent terms and conditions issued by **LUKHANYO MDINGI** shall apply to all orders for the goods and the services made by the **BUYER** after the date and time at which these conditions are first delivered or sent by email or otherwise brought to the notice of, any employee, staff member or representative of the Buyer. It shall be the **BUYER'S** responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

## PRODUCT

Each piece from our label has been made and crafted within South Africa. Our aim is to have a modern approach in design and manufacturing, the company has taken a slow and well thought-out method by working with intimate manufactures that produce all our Pure Angora Kid Mohair and Merino pieces; this has allowed us to have a more honest & sincere approach in product development and understanding the root of every step of the production cycle.

For our seasonal catalogue from our main signature label, we ask that you please direct yourself to both our " [info@lukhanyomdingi.co.za](mailto:info@lukhanyomdingi.co.za) & [sale@lukhanyomdingi.co.za](mailto:sale@lukhanyomdingi.co.za) " email address. We will revert back to you as efficiently as possible to accommodate your needs in the best possible way.

## LEAD TIME

Our lead-time for production is in accordance with the quantity of the order and availability of stock. Our Pure Angora Kid Mohair and Merino pieces have a lengthier time span in production as this allows our manufacturers to consider each step of production as efficiently as possible. **LUKHANYO MDINGI** will send the necessary invoices according to the specification of the **BUYERS** Purchase Order together with the estimated lead-time of production. LUKHANYO MDINGI (PTY) LTD is not liable for the shipping/freight costs of the ordered **GOODS**. Please advice to add additional / potential charges that may occur. Once POP (Proof of Payment) has been sent together with funds reflecting in our local bank account, production of order will take place.

Brand & Retail alignment is imperative to us, a direct link and retail background of **BUYER** is requested when proceeding with wholesale enquiries. Once ordered products have been despatched and BUYER has been sent tracking code of shipment/freight, **LUKHANYO MDINGI** will not be held liable for package. Please ensure you enter the correct shipping address on the Purchase Order form. All rights reserved.

#### PRICE & PAYMENTS

- All prices shall be as indicated on invoices provided by **LUKHANYO MDINGI** to the **BUYER** in respect of products and/ or services supplied.
- The Price displayed on the invoice is set unless discussed before payment of deposit.
- The **BUYER** agrees that the cost Price shall be determined by **LUKHANYO MDINGI**, and shall take into consideration “one-off” costs such as design and production.
- The method of payment will be made by electronic transfer or by direct credit, or by any other method as agreed to between the **BUYER** and **LUKHANYO MDINGI**. *Bank charges in client's country will be for clients account.*
- The buyer agrees to pay a 50% before goods are dispatched together with the remaining 50% once BUYER has received the ordered goods/products. Kindly note; No order will be released until a proof of payment has been emailed to [info@lukhanyomdingi.co.za](mailto:info@lukhanyomdingi.co.za) and [sales@lukhanyomdingi.co.za](mailto:sales@lukhanyomdingi.co.za)
- Without prejudice to any other remedies **LUKHANYO MDINGI** may have, if at any time the Buyer is in breach of any obligation (including those relating to payment); **LUKHANYO MDINGI** may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. **LUKHANYO MDINGI** will not be liable to the Buyer for any loss or damage the Buyer suffers because **LUKHANYO MDINGI** exercised its rights under this clause.

## WHOLESALE ORDER PROCESS

- The **BUYER** requests a catalogue.
- The **BUYER** agrees to T&C's of sale.
- The **BUYER** confirms order.
- **LUKHANYO MDINGI** confirms order by sending invoice; the **BUYER** agrees with invoice by making 50% payment followed by the remaining 50% once delivered goods have been received. Kindly note acceptance of Invoice is agreement on pricing and pieces displayed on invoice, **BUYER** to check their invoice for any irregularities.
- Pieces are dispatched, packaged and ready for shipping/courier depending on buyer stipulations. Pieces are posted/shipped/couriered with a tracking code supplied to the Buyer. **LUKHANYO MDINGI** will provide **BUYER** with dimensions of total package.

## LIABILITY AND WARRENTY

- It is the responsibility of the **BUYER** to ensure their posting address is correct on their invoice.
- **LUKHANYO MDINGI** will not be held responsible for any post that goes missing, is damaged during postage or does not arrive on time.
- The **BUYER** is responsible for the cost of postage, courier services or shipment;
- Postage fees: Fees are determined by weight and volume. The larger the order is the more the weight increases. Please be aware that some pieces are heavier than others due to difference in materials used. Should the weight of your parcel be heavier than 5kg take note extra costs may be incurred.
- Copyright: **LUKHANYO MDINGI** (Pty) Ltd. All rights reserved.
- Liquidation In the event that the **BUYER** goes into liquidation or sequestration.

- The **BUYER** is restricted from selling the goods onto/passing the goods onto any interested party to re-sell without a written agreement to do so from **LUKHANYO MDINGI** as we carefully select distributors of our product.
- In the event **LUKHANYO MDINGI** does not give consent it is the responsibility of the **BUYER** to return the products in due time.
- Governing laws these Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.
- Dispute resolution The Company will endeavour to resolve any dispute between the **BUYER** and itself without the need for Court proceedings. Any such attempt is without legal prejudice.
- **LUKHANYO MDINGI** does not offer refunds for goods returned or for any matter involving products, **LUKHANYO MDINGI** will provide the BUYER with a credit note.
- Reservation of title Ownership and title of the goods remains with LUKHANYO MDINGI until the purchased price and all other monies owing by the BUYER to LUKHANYO MDINGI have been paid in full.
- Retailers of **LUKHANYO MDINGI** goods are expected to maintain a high quality of display. All goods should have attached a label which consists of **LUKHANYO MDINGI** branding. **LUKHANYO MDINGI** retailers agree to be a source of promotion for the brand.
- **LUKHANYOMDINGI** warrants that it will repair or make good any defects in the goods, if written notice of the claim is received by **LUKHANYO MDINGI** within seven (7) days from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by **LUKHANYO MDINGI**, or if the defective goods have been modified or incorrectly stored, maintained or used.
- If **LUKHANYO MDINGI** elects to repair or replace any defective goods, such work shall be undertaken at such place as **LUKHANYO MDINGI** may reasonably specify and the **BUYER** shall be responsible at its cost and risk for shipment of the defective goods to the place specified.

