
TERMS AND CONDITIONS

PLEASE READ THESE TERMS CAREFULLY.

The supplies of all goods by **PDR PROJECTS** to its customers are made upon the terms of this agreement as follows:

Specification of Goods

1. Prior to placing an order, the customer shall make proper and sufficient enquiries and determinations and satisfy themselves to the nature, quality, quantity, suitability and all other pertinent information pertaining to the intended purchase.
2. All goods are intended for fair use and wear and tear, and it is not contemplated that the goods be used in any unusual or extreme conditions or circumstances.
3. The customer shall make sufficient enquiries and satisfy themselves of the specifications pertaining to any intended order, including but not limited to sizes, fabric type, fabric quality, the "hand feel" of the fabric, garment or product design, trims, stitching, materials, and general quality of the product.
4. Goods may bear the specifications contained in the **PDR PROJECTS** hardcopy catalogues (published and/or amended from time to time). Descriptions and specifications are however subject to confirmation by **PDR PROJECTS**, and may be changed without notice. All sizes are approximate "to fit" sizes and are given for general guidance only. Colours, shades, materials and sizes may vary to a minor extent from those contained in price lists, catalogues or samples.
5. Variations to design and product specifications on the goods shall be deemed to be accepted by the customer upon acceptance of delivery of the goods.

Samples

1. Customers may obtain samples of goods to assess their suitability, design, quality and specifications. Samples can be retained for seven (7) days, where after they must be returned in their original condition and packaging without any damage.
2. Samples will be invoiced to the customer on dispatch and will be repaid or credited in full, when returned to **PDR PROJECTS**, unused and within seven (7) days of delivery, failing which the sample cost shall become immediately payable.

Customised and Unique Goods

1. **PDR PROJECTS** offers certain customisation services to its goods, including embroidery, branding, alterations and amendment of design specifications. **The customer shall approve and sign-off all customisations prior to production.**
2. No customisation will be done unless approved or signed-off by the customer. **PDR PROJECTS** may require upfront payment prior to engaging in any customisation service.
3. The customer shall ensure that any artwork, graphics or customisation details and requirements (even when not supplied by the customer) are accurate and satisfactory prior to the customisation being effected
4. Notwithstanding anything contained to the contrary in this agreement, the offer, acceptance and completed sale - in respect of customised goods- shall occur upon confirmation of the customisation service/s and production thereof. Once an order has been approved by **PDR PROJECTS**, no further changes to the order shall be permitted or done
5. Please refer to below conditions on **ALL ITEMS TO BE BRANDED** Logo must be in the following file types:

Acceptable Programs Supported & Acceptable File Extensions:

- Corel Draw 13 - .cdr
- Freehand MX - .fh
- Photoshop CS5 - .psd / .eps / .tiff / hi res .jpg
- Adobe Illustrator CS5 - .ai / .pdf / .eps

Non-Acceptable File Extensions:

- Bmp
- Low Resolution
- Microsoft Word / Excel
- Paint

Prices

1. All quotes are valid for a period of 7 days.
2. Prices may be revised or amended at any time without prior notice prior to **PDR PROJECTS's** acceptance of any order.

Payment

1. All purchases are regarded as cash on delivery, payable against invoice, unless otherwise agreed to in writing.
2. Payment must be made by means of EFT transfer, in accordance with any payment conditions, and within 24 hours of the date of notified delivery or dispatch. Delivery may not be affected until payment has been made.
3. Payment needs to be made into the following bank account:

PDR Projects
Standard Bank
Acc No: 302 02 1078
Branch: 012442
Reference: COMPANY NAME

Delivery

1. "Delivery" is defined in this agreement as either the collection of the goods by the customer (or their agent) from PDR PROJECTS's premises, or the delivery of the goods to the customer's nominated address
2. Collection shall be made within two working days after notification to the customer. Collection times are between 08:00 and 16:30 on work days.
3. Delivery dates are approximate only. Time for delivery shall not be of the essence.
4. The customer shall at their own expense make proper provision for the transport and/or collection.
5. Acceptance of delivery (including collections) shall be evidenced by the customer (or its agents - including employees or representatives) signing the invoice, purchase order or waybill.
6. If for any reason the customer is unable to accept delivery of the goods when tendered by PDR PROJECTS, then the goods may be stored by PDR PROJECTS (subject to adequate storage space, and for a maximum of 14 days) until delivered and the customer shall be liable for the storage costs. This provision shall be in addition to and not in substitution of any other payment for which customer may become liable in respect of the failure to take delivery at the appropriate date.
7. If incorrect or damaged goods are delivered the customer must notify **PDR PROJECTS** within three business days of delivery providing full details of the alleged damaged or incorrect goods.
8. Returns of such damaged or incorrect goods (notified to PDR PROJECTS in writing within the relevant time period) will give the customer the option of replacement of goods. Replacements claimed outside of the relevant time period will be at **PDR PROJECT's** discretion.
9. The customer shall notify **PDR PROJECTS** in writing of any irregularities, including short-delivery within three working days of the delivery, and of non-delivery within three working days of the date upon which delivery was scheduled to take place.

Returns Policy

1. Notwithstanding anything contained to the contrary, no customer shall be permitted to return any goods without **PDR PROJECTS's** consent.
2. The customer may cancel a purchase order prior to collection or delivery, subject to the payment of a handling fee of 10% of the amount purchase order cancelled.
3. The return of goods shall apply only to goods that have not been made to order, customised or personalised in any way, have not been worn, or altered, are still in the original packaging and are otherwise fit to be returned to stock.

Warranties

1. Subject to the customer abiding and complying with the terms of paragraph 4 of this agreement, goods are sold subject to a limited one month warranty against defects in workmanship and materials, as the result of normal use.
2. **PDR PROJECTS** offers no warranty and shall bear no liability in respect of any defect or damage arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse or alteration of the goods, or unintended or unreasonable use.
3. **PDR PROJECTS** offers no warranty and is not liable for any damage arising from rips, tears, abrasion, UV degradation, misuse or neglect, it being recorded that fabrics deteriorate and fade over time and moving parts wear out, and that goods may suffer from differing degrees of wear-and-tear, depending upon the user.
4. Warranty claims shall be notified by the customer to **PDR PROJECTS** within seven business days from the date of delivery.
5. **PDR PROJECTS** may elect to replace or repair the goods free of charge or refund the purchase price of the returned warranted goods, where after **PDR PROJECTS** shall have no further liability to customer.
6. Refunds shall be paid within 30 days of the return of the warranted goods.
7. The warranty is available only to the customer and is not transferable
8. The limited warranty is in lieu of any other express warranty

Risk and Ownership

1. **PDR PROJECTS** shall retain ownership of all goods until the purchase price has been paid in full, and until such time, the customer shall:
 - 1.1. maintain the goods in their delivered condition
 - 1.2. not destroy, deface or obscure any identifying mark or packaging on or relating to the goods and
 - 1.3. Store the goods separately as agent, so that they remain readily identifiable as **PDR PROJECTS** property (at no cost to **PDR PROJECTS**).
2. Risk in the goods (including their loss or destruction) will pass to the customer upon collection or delivery.
3. If the customer directs or agrees that the goods be delivered or given into the possession of a third party, then such party shall be deemed to be acting as the customer's agent in acceptance of delivery, and the terms of this agreement shall apply
4. In the event that payment is not made on due date, then notwithstanding any other rights or remedies available to **PDR PROJECTS** in protection of their rights, they may request the return of all or part of such goods, without incurring any liability to the customer, and failing such return, **PDR PROJECTS** shall be entitled, and permitted to enter the premises where the goods are being stored to remove same - to which the customer hereby consents and agrees