

# TERMS AND CONDITIONS

### PAYMENT:

- Gone Rural requires a 50% deposit on orders prior to production commencing.
- Gone Rural will provide a shipping quote for the buyer to approve, which will be paid along with the remaining 50% of the order price prior to shipping.
- The buyer is responsible for all taxes, duties, courier fees.
- Any disputes regarding the invoice or delivery of goods must be raised with Gone Rural within 14 days of receiving the goods. Agreed discrepancies will be credited towards the buyers next order or refunded.

### PRICES:

- All prices are stated in South African Rand (ZAR)
- It is the buyer's responsibility to ensure the full amount is paid according to their local currency working with the current exchange rates.
- Gone Rural reserves the right to increase a quoted fee in the event the buyer requests any variations to the agreed item after the item has already been placed in production.
- Samples will be invoiced accordingly based on our current wholesale prices however Gone Rural reserves the right to charge sampling fees for any product which falls outside of our product categories
- Gone Rural prices are subject to change, this will be communicated clearly with our customers when this occurs.

## ORDERS AND DELIVERY:

- The delivery time communicated to the buyer is the date the order is delivered to the shipper for shipment. Once handed to the freight forwarder, the goods become the responsibility of the Buyer but the goods remain the property of the Seller until full payment is received.
- The Seller commits to safe transport of the goods to the freight forwarder, after the goods have reached the freight forwarder it is the responsibility of the Buyer. The Seller will not compensate any losses between the freight forwarder and final destination.
- Goods that are sent by courier (ie. DHL/FedEx) to its final destination becomes the responsibility of the Buyer once the goods are handed to the courier.
- Agreed times of delivery are approximate only and shall not bind the Seller.
- The Seller is responsible for the quality of the products when packing the order.
- If there is a discrepancy between the delivery note and contents of delivery the Seller must be notified in writing within three days of receipt of goods.

## COMPLAINTS:

- All complaints must be brought to the Seller's attention within five working days after the goods have been received by the Buyer. All complaints should be sent in writing. Any complaints made after this time will not be valid.
- If the goods have been used or damaged by the Buyer or a third party within the five days, goods are considered to be accepted and complaints are no longer valid.

### MARKETING AND USE OF BRAND:

- Any use of brand assets (including, but not limited to logo and imagery) related to the product for marketing or promotional use requires sign off from the Seller in advance.
- Gone Rural does not provide images of products to be used on the Buyers e-commerce site. It is the Buyers responsibility to create their own styled photographs and product imagery.

### HAND MADE:

- All Gone Rural products are handmade, making every product unique. Pictures used for marketing purposes and to show samples can vary from actual product received. Customers must be open to:
- Reasonable variations in colour
- Reasonable differences in designs
- The Seller commits to communicating with customers when products differs from samples or
- pictures supplied.

### SAMPLING AND ONE OFF ORDERS & EXCLUSIVITY:

- The decision to produce every order is the right of the seller, this includes but is not limited to a/ orders that contain many individual products and b/ orders that have design and colour-way changes
- The seller reserves the rights to refuse product development requests.
- The seller reserves the right to deny production of a product that may have been developed for the buyer if we foresee major production issues
- Exclusivity of a product must be negotiated prior to the start of production.