

TERMS & CONDITIONS

The Sourceror is a supplier of promotional products and workwear, and sells through an e-commerce store at <https://thesourceror.co.za/>

The Sourceror is a reseller for various well-known, reputable companies, so products are tried and tested and well-known brands.

These terms & conditions are therefore applicable to all products under the 'Apparel, workwear & Gifts' categories on The Sourceror website.

1 Sample policy

We understand that our clients require samples in order to close a deal.

Our sample policy is as follows:

- a) Samples are available for purchase and collection from The Sourceror who will arrange samples from their suppliers. Samples may not necessarily always be available, however, if not, you will be informed accordingly.
- b) Samples can take up to 5 working days to obtain, depending on the item and where the supplier is located, however, every effort will be made to obtain the sample as quickly as possible for delivery to you.
- c) Clients ordering samples from any regional area outside of Gauteng may have these sent overnight to the respective branches.
- d) Samples with an individual product price of less than R30 excluding VAT, may not be returned.
- e) Samples with an individual product price of R30 or more excluding VAT, may be returned for a refund or credit.
- f) Samples with an individual product price of R30 or more excluding VAT, may be returned for a refund or credit, on condition certain criteria are met.
- g) **Samples must be returned in original condition as well as in original packaging, within 5 working days so that a refund/credit can be ensured.**
- h) Depending on the quantity and value of the samples required, **The Sourceror may be willing to cover the cost of the samples**, however, should the samples not be received back within 5 working days, this cost will be passed on to the potential customer.
- i) **Memory sticks may not be returned for credit.**
- j) It may take up to a week to carefully check samples that are returned and once we are satisfied that samples are fit for resale we will issue the refund or credit note.
- k) Damage to any part of sample or packaging will result in samples not being accepted for return.

- l) Importantly, when returning samples, the original invoice relevant to the samples needs to accompany the returned goods before a credit note will be issued and a refund effected.
- m) EFT refunds are processed every Friday.
- n) All orders need to be paid for and collected within 5 working days of invoice date and if not paid and collected within this time, they will be cancelled.
- o) Returns, if due to client reasons, (and not defect products), will be for the expense of the client, not covered by The Sourceror.

Branding Terms and Conditions

ACCEPTABLE FILE FORMATS: .CDR / .EPS / .AI / .PDF / .FH

- Vector artwork is required.
- We accept PC format artwork only.

TIPS TO HELP YOU PREPARE YOUR ARTWORK

- a) All fonts must be converted to curves to avoid font substitutions.
- b) Please include font and size if typesetting is requested.
- c) Artwork for multi-colour imprints should be sent as a colour separated file (exceptions: digital printing).
- d) Formats we do not accept: Word files, .gif, .jpeg (under 600dpi), Power Point.
- e) Please forward the electronic artwork directly to The administrator at The Sourceror
- f) Upon written approval of layouts please confirm with The administrator that they have received your signoff. Alternatively, you can do this online.
- g) The Sourceror cannot take responsibility for non-delivery of orders if layout approval is not received.
- h) Branding will only commence once full payment for stock and branding has been received (where a client is not on payment terms) and artwork has been approved.
- i) Every effort will be made by The Sourceror to obtain your items as speedily as possible, however, quicker turn-around times than 7 working days cannot be guaranteed. For queries re delivery times please contact us at admin@thesourceror.co.za
- j) Reminders will be sent out if we require either approval or payment from you before commencing with a job. If you have paid for and approved the order and are still receiving these reminders, please contact The administrator directly to ensure that we have received all the relevant information.
- k) Delivery dates are quoted from the day after artwork approval and receipt of payment - whichever is later.
- l) Amendments made to proofs will result in a delay to delivery date. Should you require changes, we will issue a new layout for final proofing before production commences.

ARTWORK FEES

- a) Artwork received in the correct format will not be charged for.
- b) Artwork not received in the correct format will attract a redrawing fee of R200 excluding VAT. This fee will

- c) accommodate 1 further change to the layouts, whereafter any additional changes will be charged for at R150 excluding VAT per change.
- d) Branding cancelled after layouts have been generated will be charged for at R100 excluding VAT per layout completed.

2 General Terms and Conditions

- a) Once stock has been collected/delivered from/by The Sourceror, The Sourceror has no control over it. As such we do not accept responsibility for any damages or shortages not reported within 24 hours.
- b) Whilst every effort has been made to fulfil all orders correctly, should you take our goods to an external branding company, we ask that you check all items received BEFORE they get branded.
- c) The Sourceror cannot accept returns on incorrect items which have already been branded regardless of whether it is The Sourceror or their suppliers' fault.
- d) It may take up to a week to carefully check the stock that is returned and once we are satisfied that stock is fit for resale we will issue the refund or credit note.
- e) In the case of stock being sent by courier to regions outside of Johannesburg (i.e. Durban, Cape Town etc), clients have 72 hours from time of collection by courier, to report missing or damaged items. No claims will be entertained thereafter.
- f) Once an order for memory sticks has been collected from us, we unfortunately cannot accept a return on it.
- g) We do not accept returns on discontinued and clearance items.
- h) We do not accept returns or changes to orders for items that need to be assembled – eg. PEN-730
- i) The ETA (estimated time of arrival) dates indicated for stock are updated regularly but due to unforeseen supplier, shipping or customs delays, these dates cannot be guaranteed.
- j) Day 1 of branding is the day after receipt of both artwork approval and payment (COD clients).
- k) Lead times exclude weekends, South-African public holidays and The Sourceror annual shutdown period.
- l) In terms of public health regulations, identified essential products are prohibited for return or exchange due to strict health controls.

PAYMENT

- a) We do not accept cheques, nor cash for any orders, since these pose a security risk.
- b) EFT payments are the preferred method of payment. Funds must have cleared into The Sourceror account prior to the order being placed by The Sourceror with their supplier/s.
- c) As an SMME The Sourceror is not in a position to offer 30-day accounts to customers due to limited cashflow.
- d) A minimum of 70% of the total order must be paid and cleared in The Sourceror bank account prior to them placing the order with their supplier/s. For orders that exceed R70 000, the deposit may be as high as 90%, however the deposit percentage / value will be specified on your quotation.
- e) The remaining payment amount must be settled within maximum five (5) working days after receipt of the products.

- f) Late payments will accumulate interest at a rate of 10% of the outstanding amount at the end of each month overdue, up to a maximum of three months, whereafter legal action will be taken to recoup all outstanding amounts.
 - g) Please submit your proof of payment to the Administrator at admin@thesourceror.co.za, and be sure to insert the correct reference in the reference field when making payment. Should you not receive written confirmation of receipt of proof of payment within 48 hours, please do contact us at 0795204489.
 - h) The Sourceror cannot be responsible for missed deadlines if you have not confirmed that payment has been received.
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ORDERS COLLECTED BY COURIER

- a) Please make your own arrangements for courier services if you are collecting from The Sourceror.
- b) Please do not send your couriers to collect orders until you have received an email from The Sourceror notifying you that your goods are ready for collection. Once the emailed invoice is received, your order is ready for collection.
- c) Please ensure your courier knows who they are collecting for and how many orders they are collecting. All relevant invoice numbers must appear on the collection form.
- d) Stock will not be released to couriers until payment is received. Please do not send your courier to collect if you have not effected payment and provided proof thereof to The Sourceror and confirmed that we have received the payment.
- e) If your account is in credit, please advise us upfront to use your credit to clear the relevant invoices otherwise your credit will not be used.

THE SOURCEROR CANCELLATION POLICY

- a) Written orders received constitute a binding contract and are legally enforceable.
- b) Once an order to the value of R5,000 or more has been emailed, cancellations prior to collection will be subject to a R150 excl. vat, handling, and admin fee.**
- c) All orders need to be paid for prior to the placement of the order. If not paid within this time, the order will not proceed.
- d) Branding will not commence until full payment has been received. As per above, no orders will be placed until full payment has been received for the order, unless otherwise stipulated on the quotation.
- e) In the case of cancelled orders where layouts have been done, a layout fee of R100 excluding VAT per layout will be levied, irrespective of whether we are able to meet your deadline or not, unless the branding deadline has been indicated to The administrator upon placement of order.
- f) Collected stock may not be returned, unless approved in writing by Management within 48 hours of collection, subject to a 25% handling and admin fee. Please do not return orders without prior written consent from The Sourceror Management. Orders returned without accompanying written consent and corresponding invoice will not be accepted by our returns department.

- g) Once stock of an item on special or discontinued has been collected, no returns will be accepted, unless said stock is faulty.
- h) Cancellation fees need to be paid before further orders will be processed.

3 Branch Delivery Terms & Conditions

- a) Once an order is processed, you will receive an email acknowledging receipt of the order and confirming whether you require branding on the items ordered, as well as whether you will collect the order in Johannesburg, or if we should deliver to you. Collections can be done from The Sourceror in Jhb, or supplier branches in Cape Town, Durban, Bloemfontein, or Gqeberha (Port Elizabeth).
- b) For COD clients, orders will only be sent to your selected branch once payment has been received. Please note that payment has to reflect in our bank account in order for us to release the order.
- c) Due to limited storage space, orders are to be collected from our branches within 3 days of arrival. Stock not collected within this time will be returned to Johannesburg and the onus will be on you to collect the order at your expense and foot the bill of sending goods back to Johannesburg.
- d) All sample orders that exceed 10 line-items will be invoiced from our main warehouse and will be treated as a bulk order. These orders will require the branch delivery selection to be updated and payment to be made (and received by The Sourceror). Delivery times for our South African branches are as follows - to Cape Town and Gqeberha (Port Elizabeth) is 48 hours and to Bloemfontein and Durban is 24 hours. Please note: should you need to return these sample items for credit, you are able to do so at either the Johannesburg, Cape Town, or Durban branches.
- e) Gift samples can be returned to our Bloemfontein and Gqeberha (Port Elizabeth) branches. **Please note that no clothing samples can be returned to these branches.** You can however borrow our supplier showroom clothing samples. These need to be returned within 48 hours, in original condition.
- f) Sample orders exceeding 20 line-items that need to be returned for credit will only be accepted at the Johannesburg office, to be returned at your expense. These orders cannot be returned to our other branches. **Please note: we do not accept bulk order returns at any of our branches. Bulk order returns are subject to prior Management approval and are to be returned to our Johannesburg office (these will attract a handling fee).**

DELIVERIES:

- a) Durban deliveries require 24 hours from the time of dispatch to arrive at the branch (excluding weekends).
- b) Cape Town deliveries require 48 hours from time of dispatch to arrive at the branch (excl. weekends).
- c) Gqeberha (Port Elizabeth) deliveries require 48 hours from time of dispatch to arrive at the branch (excl. weekends).
- d) Bloemfontein deliveries require 24 hours from time of dispatch to arrive at the branch (excl. weekends).
- e) Should you require a guaranteed delivery date, please arrange for your courier to collect the order from
- f) Johannesburg. The Sourceror will not be held responsible should the above delivery times not be met,

g) whether through the fault of The Sourceror or the courier company.

DELIVERY SERVICE (PAID VIA WEBSITE):

- a) Deliveries can be paid for and arranged to destinations within South Africa only.
- b) Orders will only be dispatched for delivery once all invoices booked on the same delivery are ready for collection. If there are branded orders on the invoices booked for the same all job cards on the invoices must be ready for collection before the order is dispatched for delivery. The lead time for unbranded orders is approximately 4 hours. Lead times for branded orders must be checked with the administrator at admin@thesourceror.co.za
- c) Branded orders that include delivery on the invoice will only proceed once the invoice is paid in full (including the delivery cost), unless alternative arrangements have been made with The Sourceror administrator, and all job cards are approved.
- d) In cases where the delivery invoice is separate to the invoice/s being delivered, delivery will only take place once the delivery invoice is paid in full and the order/s being delivered are ready for collection.
- e) Should you require a guaranteed delivery date, please book your delivery timeously, bearing in mind the total lead-time for the invoice/s you are couriating. The Sourceror will not be held responsible should the above delivery times not be met, whether through the fault of The Sourceror or the delivery service.
- f) Deliveries must be booked by 1pm in order to leave The Sourceror Johannesburg on that day. Orders booked after 1pm will leave with the next day's consignments.
- g) Day 1 of the delivery lead-time is the day after the goods have left The Sourceror Johannesburg.
- h) Delivery lead-times are dependent on consignment weight, service selected and destination.
- i) **As power banks contain lithium batteries** they cannot be overnighted to areas where the overnight service requires that goods be airfreighted.
- j) Branding lead-times exclude delivery lead-times.
- k) Delivery cannot be cancelled once the order/s are on a collection shelf.

SAMPLE ORDERS:

- a) Sample orders consisting of less than 10 line items can be emailed to the below email address (for any regional deliveries) : - admin@thesourceror.co.za
- b) Sample orders that are emailed to the above email addresses and are received by 11h00 for Cape Town and Durban will be ready for your collection at the respective branches the following day.
- c) For clothing samples loaned from Bloemfontein, Botswana, and Gqeberha (Port Elizabeth) showrooms, stock not returned within 72 hours will be invoiced for your account. If the clothing is branded, we will charge a pre-production sample fee to cover the cost of the branding on the unreturned item.

UNBRANDED BULK ORDERS:

- a) Unbranded bulk orders will be dispatched the day after both the payment has been received and the branch selection has been determined. If however your order is ready earlier, we will notify you of such.

- b) If you place your order online, you can do so until 16h00 and your order will be dispatched the following day (provided payment is made and the branch delivery selection has been updated by 11h00 the following day).

BRANDED ORDERS:

- a) Branded orders due to be completed at 16h30 will be dispatched to the relevant branches the following day (provided that the branch delivery has been determined before 12h00 on that day).

PAYMENTS:

- a) Refer to the payment terms on pg.3

PLEASE NOTE:

- a) Should there be any delays from couriers, you will be notified via email.
- b) Neither The Sourceror or The Sourceror suppliers will be held responsible for such delays.
- c) Please do not attempt collection of an order until you have received the emailed notification stating that your order is now ready for collection.

4 Display Terms and Conditions:

- a) Where display skins are available for sale as stand-alone items, The Sourceror is able to refit skins onto The Sourceror-purchased hardware at our supplier's Johannesburg Head Office. Should a client request that The Sourceror refit skins, the return of hardware to The Sourceror supplier Johannesburg Head Office will be for the client's account. Once complete, The Sourceror will send the items to a supplier branch of the client's choice, within South Africa. Alternatively, the items can remain at The Sourceror Johannesburg for client collection.
- b) Refitting of skins by The Sourceror display supplier is subject to inspection of the relevant hardware. If the existing hardware is faulty or damaged, The Sourceror will not be able to refit skins.
- c) If the client is reskinning hardware themselves it is the client's responsibility to ensure that the hardware is not faulty or damaged. The Sourceror cannot be held liable for skins purchased that cannot be fitted properly due to faulty or damaged hardware.
- d) It is the client's responsibility to ensure they order the correct skin for the correct display unit.
- e) Reskinning is specifically tailored to fit to The Sourceror display hardware. The Sourceror cannot be held responsible for any skins purchased to fit third party hardware.
- f) All art work must be created in CMYK and Pantone colours must be included as a Pantone solid coated spot within the print file supplied. Please note failing this will result in no colour matching taking place.
- g) Due to the limited colour gamut of various digital CMYK print methods not all Pantone colours can be achieved. We endeavour to match as close as possible and colour variation will take place on different materials, e.g. PVC versus fabric.
- h) Fluorescent and metallic Pantones cannot be matched. Only a tonal representation thereof can be achieved.

DISPLAY REPAIR POLICY:

- Display hardware purchased from The Sourceror comes with a 3-year limited mechanical repair warranty.
- The warranty excludes display hardware that has been mishandled, abused, or not used for its intended purpose.
- Display hardware that is under warranty and requires repair must be returned to The Sourceror Johannesburg at the clients own expense. All broken or damaged parts must be included.

We thank you for reading our Terms and Conditions. Should you have any queries, please feel free to contact The administrator in this regard.

The Sourceror is a reseller for the following suppliers:

