

## Private Policy - Eli Ball made in Africa (PTY) LTD

### 1. General

The following terms and conditions apply to all orders placed by the client / customer (hereinafter referred to as "you") with Eli Ball made in Africa (PTY) Ltd, hereinafter referred to as "EBMIA", "us" or "we".

By placing an order, you agree to be bound by the terms and conditions set out herein (the "Terms"). Please make sure you have read and understood the Terms before placing your order.

### 2. Copyright designs

2.1 Supplied designs - It is the client's responsibility to gain authorisation to use any copyrighted, trademarked or otherwise licensed material / logos in their order. We will not be held liable for use of copyrighted, trademarked or otherwise licensed logos, designs or artwork in products supplied to your specifications. We match orders as per supplier availability. In the event that we cannot source a specific item for your order, we will offer alternative options and advise accordingly.

2.2 Designs produced by us - Any work designed and manufactured by us for you will remain our intellectual property and may not be used in any other form without our prior written consent.

### 3. Consultations

3.1 Consultation fees are applicable from 20 April 2018. The consultation covers Style Analysis, Fabric and Trims Selection, Costings, Appointment schedules and Measurement taking.

3.2 Consultation Options and Fees are available to view on our website under the "Custom Made" menu. Should a consultation be booked but not attended, the client will forfeit the fee and a new consultation would have to be set up.

### 4. Payments

4.1 Consultation Fees - To be settled no later than 7 days of the consult.

4.2 Deposits - To be settled on a time agreed by both parties. Delayed deposits will result in delivery of the work being unnecessarily delayed or cancelled.

4.3 Balances should reflect 24 hours before collection or an arrangement can be agreed upon for cash payments.

### 5. Cancellation Fees

Will be determined at our discretion, depending on the amount of work already carried out. Example: Consultations, patterns, fabrics and trims, production, fittings, etc. any refunds due will be facilitated from 7 days on receipt of the clients banking details to a period of 3 months depending on the amount of work invested into the design. At any given time if felt the client is not complying with payments or appointments we have the right to cancel an order and calculate the work carried out and what is due to client and thereto a refund will be facilitated. In order for us to give our best service both parties need to be committed.

### 6. Online orders

An order will only be processed once full and final payment has been received. There is a waiting period of up to 4 weeks for delivery as most of the merchandise is exclusive and made to order. Any exchanges/ returns courier costs will be carried by the client. Replacing an exchange could take up extra time as the replacement may need to be manufactured.

For Sizing - The customer is responsible to check their measurements from our size chart provide and select a size closest to their measurements. We will not be responsible for any change in the customers body size and shape between order and delivery. Eli Ball made in Africa(PTY) Ltd will not accept liability if the merchandise does not fit or accept liability should the merchandise need major alterations or otherwise due to weight loss or weight gain. If you are pregnant, please allow ample additional sizing. At a fee alterations could be carried out, clients will be liable for these courier costs. We delivery out of South Africa but the customer is fully responsible for all shipping fees.

### 7. Exchanges / Returns

Once the merchandise leaves our care we are not responsible for them afterwards. Unless the merchandise is being couriered then the goods are insured until you receive them. If there's a manufacturing defect on the merchandise please email an image of the defect and send it to [info@eliball.co.za](mailto:info@eliball.co.za) and we will review the defect then if we find it is a manufacturing fault we will exchange /repair it at our cost. Exchanges are accepted as long as the merchandise is in its original state. Should any alterations be required thereafter we will assist as best as we can at a fee to be decided upon the assessment of the alteration.

Off the hanger merchandise can be returned in its original state within 7 days of purchase and an exchange, refund or credit note will be issues with 7days. For online orders the merchandise should be returned within 7days of delivery in its original state and packaging . A proof of delivery with a brief reason for the refund request should be sent to the following link [info@eliball.co.za](mailto:info@eliball.co.za) and we will gladly exchange or refund your purchase.

No refunds on any merchandise on promotion. For hygiene reasons, underwear, bodysuits and earrings for pierced ears may not be returned or exchanged. Gift cards purchased will not be refunded.

### 8. Merchandise Care

Always read the care label and washing instructions before washing your clothes. Arrange your laundry into groups with similar wash care instructions and organise into whites, darks and colours. The care label washing temperature is the highest permitted temperature.If you are unsure, always wash at a lower temperature rather than higher. If in doubt always handwash in cold water. Turn garment inside out before washing.Dry clean only garments are DRY CLEANED ONLY AND NOT WASHED. Avoid using too much detergent and fabric detergents which contain bleach. Do not tumble dry garment unless indicated on the care label. Do not iron prints, trims or embellishments.Do not leave garments with white and contrast coloured panels soaking for prolonged periods. Garments with metal trims should not be left to soak.

### 9. Appointments

Please be at appointments at least 15 mins before the agreed upon time. If unable to attend a telephone call, text or an email would be appreciated. Please be aware that this could delay the previously agreed upon due date. As we have various suppliers at times fittings could be delayed on our end as the fabrics or trims are in transit and we have no control over the courier industry but we will do our best to avoid this.

### 10. Raw Materials, Fabrics and Trims

We supply all raw materials, fabrics and trims however if you have your own or want to obtain your own we will arrange a fabric and trim shopping consultation free of charge for up to 60minutes for us to execute the best possible craftsmanship of your order. We have established excellent trade relationships with our suppliers and get the best possible rates on our raw materials and have experience in what will work best to achieve optimal results

### 11. Manufacturing

All manufacturing is done within Africa and is based on a fair trade principle. We believe in helping the people closest to us. Manufacturing conditions are great so we try our best not create any bad chi within the process of the merchandise. This enables the passion we have for the brand and manufacturing of it to be passed down to the end user. Good vibes. Charity begins at home. We cannot beat the imported low prices because that will go against our ethics of fair trade. We would rather invest a bit more in the design process than exploit another human.

### 12. Collection of Orders

If orders haven't been collected and any balances not settled in 90 days orders will be sold to defray costs.

### 13. Loaning of Merchandise in Lieu of Exposure

Unfortunately Eli Ball made in Africa does not loan merchandise in lieu of exposure unless it is cohesive with the brand. A laundry fee will be charged which would need to be paid before the merchandise is collected. If any damages, theft or loss occurs the person responsible for the loan of merchandise will be responsible for all costs. This brand is my life, It's not a hobby. Please respect that. However if you feel our our brand will be of a great benefit to an event please email [info@eliball.co.za](mailto:info@eliball.co.za) with all the necessary information and supporting documents of the event/function at least 21 days in advance and we will review the proposal and get back to you.