

## TERMS AND CONDITIONS

### OF THE FOSCHINI GROUP LIMITED, ALL ITS SUBSIDIARIES AND ASSOCIATED COMPANIES (HEREINAFTER "TFG") FOR THE SALE OF GOODS TO JOB LOT BUYERS

#### Interpretation:

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| <b>'TFG', 'WE', 'US' AND 'OUR'</b> | means the Seller of the goods;   |
| <b>'YOU' AND 'YOUR'</b>            | means the Purchaser of goods as contemplated herein;   |
| <b>'GOODS'</b>                     | means any product that you purchase from us;   |
| <b>'INTELLECTUAL PROPERTY'</b>     | means any trademarks, trade names, brands, logos, designs, symbols, emblems, insignia, fascia, slogans, copyrights, know-how, information, materials, drawings, plans and other intellectual property of TFG, whether or not registered or capable of registration, and any other proprietary rights whatsoever owned by or available to TFG or adopted or designated now or at any time hereafter by TFG. |

1. TFG will invoice you in respect of the goods. Payment in respect of any TFG invoice must be made within 7 days of date of the invoice. Payment must have cleared in TFG's bank account before the goods will be delivered to you or collected by you, as the case may be.
2. After payment made by you in respect of TFG's invoice has cleared in respect of the goods, TFG will notify you when the goods are ready for collection. You must collect the goods within 5 days of the notification that the goods are ready for collection, failing which you will be liable for storage charges calculated at the rate of 0.10% of the purchase price per day, payable prior to the release of the goods to you.
3. Delivery to you will occur when the goods have been collected by you or your designated representative from the agreed collection point. Risk in the goods will pass to you either within 5 days of clearance of the payment made by you in respect of the goods, or when the goods have been collected by you or delivered to you, whichever is the earlier date.
4. You acknowledge that no warranties or representations have been given or made as to the conditions, fitness or composition of the goods, which are sold to you as is and that you have been given a reasonable opportunity to view the goods prior to purchase.
5. You acknowledge and accept that, due to the volumes and nature of the goods, we cannot provide you with exact information with regards (for example) quantities, measurements, fabric composition and colour, and that any details provided to you regarding the goods are estimated information. You will not be entitled to return any of the goods, or to recover any cost or value in terms of shortages or defects, or for any improvements to the goods.
6. You will not, whether during the negotiations preceding, continuation in force of this Agreement or at any time after the termination thereof, use or divulge to any third party any information in relation to TFG's affairs, business, methods, know-how and product development strategies.
7. You may not copy, reproduce, manufacture or in any way facilitate the copying, reproducing or manufacturing by a third party of goods identical or similar to the goods purchased by you from TFG.
8. You may not identify the goods as TFG goods. You may not use or allude to any of TFG's intellectual property in association with the goods.

9. You may not allow packaging material, containers or clothes hangers imprinted with TFG's intellectual property, or any other label that will allow the merchandise to be identified as TFG merchandise, to be used for or in conjunction with the goods.
10. You may not sell the goods to any third party without first removing all branding, logos, price tickets or any other label or indication that would identify the goods as TFG merchandise. You may in particular not sell the goods to any third party who intends to on sell the goods, unless it is a condition of your sale of the goods to the third party that the goods may not be identified as TFG merchandise and that TFG's, brands, labels or trademarks may not be used or alluded to in association with the goods.
11. You will not during or after the expiry or termination of our relationship, without our prior consent, use or adopt any trade mark, trade name, trading style or commercial designation used by TFG, nor reformat, adapt, vary or modify TFG's intellectual property. You may not do anything that may affect our intellectual property rights. You may not reformat, adapt, vary or modify our intellectual property or otherwise do or permit any third party to do any such act so as to affect any of our intellectual property rights.
12. You must exercise due care, skill and diligence in all aspects of the compliance with your obligations as set out herein.
13. You warrant and undertake to in favour of TFG, that you comply with all legislation and laws applicable to the sale of goods and that you will at all times exercise good faith in all your dealings with TFG.
14. You must not do anything or allow any act to be done which does or is likely to prejudice the good name, reputation and business practice of TFG.
15. You cannot cede, assign, transfer, make over or delegate any of your obligations in terms hereof without the prior written consent of TFG, which consent TFG may withhold in its sole and absolute discretion.
16. No alteration, cancellation, variation of, or addition to these terms and conditions shall be of any force or effect unless reduced to writing and signed by both you and TFG or duly authorised representatives.
17. This document contains the entire agreement and neither of us will be bound by any undertakings, representations, warranties, promises or the like not recorded in this document.
18. You indemnify TFG against any loss or damage that may arise out of your breach of the above-mentioned obligations. TFG will not be liable to you or any other party for any loss, damage, injury or death, whether direct or consequential, arising out of or in connection with your purchase of the goods.
19. These terms and conditions will apply to all future deals between yourself and TFG.