

## **ROW-G Terms & Conditions**

**(1) General Disclaimer** (1.1) Row-G fulfils a customer's order in accordance with our obligations under CPA Regulations 2002. **(2) Use of Products** (2.1) All Row-G garments are solely for personal use and we will not be liable for any loss resulting from the commercial use of our products. **(3) Legal Jurisdiction** (3.1) All our customer contracts are governed by English law and shall fall under the exclusive jurisdiction of the courts of South Africa.

**(4) Payment** (4.1) Payment of the price shall be made in full upon the date of the order.

**(5) Fittings** (5.1) Customers will avail themselves of the number of fittings deemed necessary by Row-G. (5.2) Travel and out of pocket expenses for any fittings or appointments, relating to ordered garments, which are held outside of Gauteng will be for the clients' account.

**(6) Quality** (6.1) Due to the uniqueness of every garment, it is not possible to guarantee that the finished item(s), especially those with distressed finishes, will have exactly the same colour, pattern, weave and finish as the item viewed either in-store or on-line. (6.2) If the customer is not satisfied with the quality or fit of the ordered item(s). Row-G will, after inspection of the goods, follow a policy of repair or replacement. (6.3) Row-G warrants that the garment description will correspond with the description indicated and agreed on the confirmed order form. (6.4) Use of the Row-G website implies that all terms and conditions concerning orders, as outlined here have been accepted and agreed to. (5.5) A tolerance of 2cm shall be applied to the pattern measurements that relate to the manual measurements. (6.6) Row-G will alter garments with no charge if any of the pattern measurements that relate to the manual measurements are incorrect by more than 2cm within 30 days of delivery.

**(7) Alterations** (7.1) Alterations performed on garments after 21 days of delivery will be charged separately.

**(8) Defects** (8.1) In the unlikely event that a manufacturing error has occurred, Row-G will follow our repair, replace or refund policy as outlined. (8.2) We will require you to return the garment to us for inspection. (8.3) Row-G is not liable for defects resulting from a customer not following our care instructions.

**(9) Customer cloth** (9.1) All customers choosing to use their own fabric for their garments made by Row-G are obliged to, on-demand and where

necessary provide additional fabric where necessary. (9.2) Row-G has sole discretion on whether the cloth is deemed faulty or not.

**(10) Weight Gain/Loss** (10.1) Row-G manufactures each garment according to measurements taken by measurements taken manually during the first consultation. (10.2) Row-G shall not be held liable for any size variations due to weight gain or loss. (10.3) Clients will avail themselves should Row-G request measurements to be re-taken to accommodate potential size variances during the course of an order's lifecycle.

**(11) Order cancellation** (11.1) The customer must check the order form and confirm all the details are correct at the time of purchase. (11.2) It is understood that an order once finalized and confirmed, cannot be cancelled upon the commencement of the manufacturing process. In the circumstance where the order consists of multiple garments, the start of the manufacturing process commences with the first suit. (11.3)

Any agreement to cancel is at the discretion of Row-G. (11.4) Any changes must be made to an order within 24 hours of the order confirmation. Making a change within 24 hours of placing the order does not guarantee that a change can be made. Row-G will, where possible, endeavour to make the desired changes. (11.5) Row-G cannot accept returns on the basis of a change of heart on the part of a customer. (11.6) Neither can Row-G accept returns where the customer requests a change to an existing order and Row-G cannot fulfil that change. In the event of a dispute between the customer and Row-G over the details of the order, the details on the original order form are taken as the final order. (11.7) Cancellation before payment is made but after the order is placed will be processed and approved. (11.8) Cancellation after payment is made: Row-G at its discretion shall offer a full refund if the production process has not begun nor has any cloth been ordered. If production has begun or cloth is ordered the customer will forfeit his payment or of course opt to continue with his order.

**(12) Returns and Refund** (12.1) As the ordered goods are custom-made, they can neither be returned nor refunded, and the standard refund policy does not apply. This does not affect your statutory rights and does not apply to faulty goods. (12.2) Requests for returns or refunds must initially be supported by proof of purchase. (12.3) In the case of refund, the client will be eligible for a full refund less the cost of any shipping costs previously incurred as these are considered complete at that point. Row-G retains full discretion on whether a

product is deemed faulty or not. (12.4) Orders will only be refunded by the original method of payment less the cost of any credit card fees.

**(13) Deliveries** (13.1) All orders must be paid in full prior to delivery. (13.2) It is understood that the turnaround and dispatch of orders may vary depending on fabric availability. All indicated turnaround times are estimated and Row-G will endeavour to meet as close as possible the average turnaround time of between 8 to 12 weeks. (13.3) Row-G will not be responsible for delays resulting from situations within the customer control, such as the recipient not being available for fittings nor to accept delivery, or incorrect delivery details supplied.

**(14) Gift voucher** (14.1) A Row-G gift voucher can be exchanged for goods available in-store or online. (14.2) Gift vouchers may not be exchanged for cash and are valid for 12 months from the date of purchase. (14.3) If goods purchased total less than the value of the gift voucher, any balance will be left as a credit on the customer's account, and can be redeemed against subsequent orders.

**(15) Privacy Policy** (15.1) Row-G takes the confidentiality of personal data very seriously. We limit access to personal information about you to employees whom we believe reasonably need to come into contact with the information to provide products or services to you or in order to do their jobs. (15.2) Any personal data collected is used in accordance with data protection legislation. (15.3) By visiting our website, you accept the practices outlined in this privacy policy. (15.4) Personal data will be collected and utilized for marketing, advertising and promotions. (15.5) Personal data will not be made available to third parties. (15.6) Cookies are not used on this website.

If you have any questions regarding our Terms and Conditions, please email us at [cs@row-g.com](mailto:cs@row-g.com).