

# TAWA LABS

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## Account Requested By:

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*(Required)*

First name

Last name

## Vendor Info:

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Vendor Trading Name *(Required)*

Vendor invoice Name (if different from Trading Name)

VAT Registration Number

Company / CK Registration Number

## Your Address Details:

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Street Address *(Required)*

Address Line 2

City

Province / Region

Zip / Postal Code

Country

## Your Contact Details:

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Your Telephone Number

Your Cell phone Number *(Required)*

Your Email Address *(Required)*

Enter email

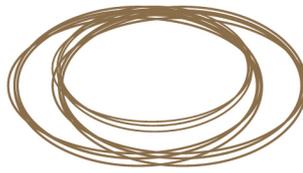
Confirm Email

**Tawa Labs (Pty) Ltd**

118 Clinic Road, Muldersdrift, 1739 • P.O. Box 53, Muldersdrift, 1747, Krugersdorp, RSA

**t** 010 492 0553 **f** 086 542 2577 **e** info@tawalabs.co.za **www.tawalabs.co.za**

**Directors** SC Trollip, JC Sutherland **Reg no.** 2019/621825/07



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## Your Banking Details:

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Bank Name *(Required)*

Bank Account Name *(Required)*

Bank Account Number *(Required)*

Branch Code *(Required)*

## Product Details:

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Have you used Tawa Labs Products before? *(Required)*

Yes

No

Are you a Qualified Therapist? *(Required)*

Yes

No

Please give as much detail about your requirements as possible?

## Authorised Signatory:

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Name *(Required)*

First name

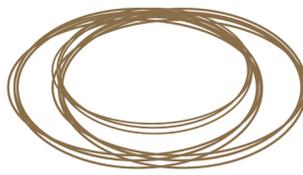
Last name

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## FREE: Special Bonus to Accredited Tawa Labs Vendor

Tawa Labs is affiliated to the SACCM (The SA Council for Professional Coaches & Mentors), to guarantee that standards are sustained. This is achieved with benchmark coaching of accredited Wholesalers, helping you to achieve a competitive advantage. Join up. Become an accredited Vendor and enjoy strategic and profitable benefits. This will place you in a superior category as a trusted, professional vendor of the Tawa Labs product range. As a registered vendor, you can then in turn provide an additional limited coaching service to specific standards.

The South African Council for Professional Coaches and Mentors (The SACCM) confers (country) Membership of Association (CMA). The SACCM provides FREE webinar customer service and product coaching for the personnel of vendors to ensure ongoing and appropriate knowledge for application in your unique environment. Because of our unique health institute affiliations, you will gain essential knowledge that sets you apart from competitors. Be a cut above. Health and wellness coaching, customer service and sales are some of the webinars available to you, free, as an approved agent.

We will help your business grow. In time you may choose to become a licensed health or wellness coach. T&Cs apply. The above is optional for your competitive advantage.

### I would like more information on becoming SACCM accredited

Yes

No

## Agreement:

By submitting this application you authorise Tawa Labs (Pty) Ltd. To make enquiries into the banking reference that you have supplied.

You are a legally authorised signatory of the Business Account Authorised Signatory.

## TAWA LABS PROFESSIONAL RANGE TERMS & CONDITIONS

All orders are only accepted by TAWA LABS subject to these terms which form part of the contract of sale. Unless otherwise agreed in writing signed on behalf of TAWA LABS these terms override any other terms.

A binding contract comes into place on receipt of an order from the Client which may be an email, fax, or official document. The order and these Standard Terms of Sale constitute the whole agreement between the parties and replace any earlier contracts or agreements.

### 1. SPECIFICATION OF GOODS

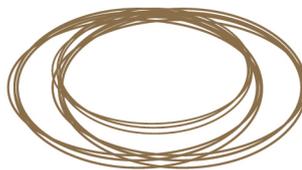
- 1.1 Save as specified in writing in the order form, materials and manufacture of the goods are at the discretion of TAWA LABS
- 1.2 The suitability of the goods for any particular purpose is at the Client's risk unless specifically stated in the order form.
- 1.3 TAWA LABS agrees to supply goods of satisfactory quality in accordance with any description stated in the order form and any samples supplied save for minor defects. Such minor defects do not justify rejection of the goods.

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## 2. QUOTATIONS

- 2.1 All quotations are valid for 30 days from date of issue and are subject to changes in raw materials costs.

## 3. ORDERS

- 3.1 We will provide 4 complimentary samples, thereafter should you require more samples they will be charged accordingly.
- 3.2 Orders will only be processed once confirmed by email. No SMS or telephonic orders will be accepted.
- 3.3 Description of product specifications: size and quantity must be clearly specified when placing your order. Client to ensure these are correct on Invoice/Quote received.
- 3.4 Upon sample approval by client, no returns on products ordered will be accepted.
- 3.5 Minimum Quantity is 1kg per order per product.

## 4. PAYMENT TERMS

- 4.1 All cash clients are required to pay a seventy percent (70%) deposit to confirm orders. The client must ensure that the Quote / Invoice contains the correct products and volumes. On completion of the order, the balance of payment (30%) will become due and must be paid in full and reflect in our bank account before the goods will be released.
- 4.2 The full order must be taken up by the Client on first order. Further orders will not be accepted if any monies are outstanding.
- 4.3 Accounts will be considered for any cash client who has created a trading record with TAWA LABS and is in good standing. Once received, the credit application will be assessed, and terms and credit limit will be conveyed to the Client.
- 4.4 Where payment has not been received for any goods that have been delivered and invoiced, TAWA LABS reserves the right to sell any seized, returned, or surplus goods wherever and whenever it chooses, to the value of the sum outstanding, plus interest and additional charges.

## 5. LEAD TIMES

- 5.1 Where an estimated lead time or delivery date is stated in the order form this is intended only as a guide. Time for delivery is not a term of the contract and may change due to delays in production or raw material availability.
- 5.2 Under normal operating conditions, the standard lead time for manufacture and delivery of goods using all local raw materials and packaging is 7-10 working days from payment of deposit. Lead times may vary depending on raw material availability.
- 5.3 Unexpected Manufacturing setbacks can have an influence on production timing due to Load Shedding, delivery schedules from suppliers, Acts beyond our control, Public Holidays.
- 5.4 TAWA LABS does not accept liability for any delays in production affecting Client's launch dates, advertising investments or pre-paid orders from their customers.
- 5.5 TAWA LABS does not accept liability for any consequential loss arising from non-delivery or delays in delivery of the goods.
- 5.6 TAWA LABS reserves the right to make the goods available in instalments.
- 5.7 TAWA LABS does not accept liability for any problems arising due to damage through mishandling or incorrect storage of products by the Client or third-party handling agents appointed by the Client.

## 6. TITLE TO GOODS

- 6.1 Until such time as the goods have been fully paid for, title to the goods remains with TAWA LABS, who may, without prejudice to any other legal remedy, repossess any unpaid for goods. TAWA LABS reserves the right, without prior notice to the Client, to resell goods which have not been paid for in full on the due date for payment.
- 6.2 If the Client defaults in payment in full or in part for the goods, TAWA LABS and their agents are irrevocably authorised by the Client to enter the premises of the Client without notice for the purpose of collecting and removing any of these goods at the buyer's expense.
- 6.3 From the time of receipt of goods, they are at the Client's risk.

## 7. CANCELLATIONS & RETURNS

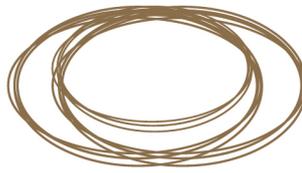
- 7.1 Any complaint about goods received including claims to reject the goods must be in writing and received by TAWA LABS within 7 days from the date of receipt. Liability is excluded for complaints received after this period. In the event of a claim against TAWA LABS in respect of defective goods the Company's liability shall in any event be limited to the cost of any goods that are defective. All liability for any consequential loss for whatever cause is excluded save as prohibited by law.
- 7.2 TAWA LABS does not accept the return of purchased samples or refund the cost under any circumstances. Finished products cannot be returned unless they are defective, subject to the time limits outlined above.
- 7.3 Orders placed may not be cancelled or changed after 48 hours from payment.
- 7.4 TAWA LABS reserves the right to cancel any contract or business relationship if deemed unethical.

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## 8. MANUFACTURING TOLERANCES & FORMULAS

- 8.1 All our products are manufactured by proven formulations and are not subject to change.
- 8.2 Variations in formulas permitted by plus or minus 5% for nonactive ingredients and plus or minus 0.5% for active ingredients. TAWA LABS may at its discretion, and without notice, substitute any ingredients providing the change does not affect the efficacy or cost of the finished product. All orders are subject to customary manufacturing tolerances as to volume, width, length, thickness, print registration, label alignment and colour variations. Containers will be filled to the agreed volume, plus or minus 5%, which may be less than the maximum brim-fill level.
- 8.3 Our Products contain Natural Minerals which can cause staining, due to the natural mineral element. We how ever do not take responsibility for damage or Loss.

## 9. RAW MATERIAL CHANGES

- 9.1 Should any of the raw materials used in the production of an existing product be discontinued, TAWA LABS has the responsibility to inform and advise the Client of the possible changes that may be required.

## 10. DOCUMENTATION FEE

- 10.1 Should the Client require TAWA LABS to prepare any extraordinary documentation for export purposes, local legal compliance, or any other prevailing reason, TAWA LABS reserves the right to charge the Client a Document Preparation Fee. This fee will be determined at TAWA LABS' discretion, considering the nature and extent of the work undertaken by TAWA LABS in this regard.

## 11. REPRESENTATIONS

- 11.1 The whole terms of this contract are set out in writing in the order form and these standard terms of trade. No other oral or written terms or representations are included, and no liability is accepted for any such terms or representations.

Signed on behalf of the Client \_\_\_\_\_

Date \_\_\_\_\_

Client Representative \_\_\_\_\_

Signature \_\_\_\_\_

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