



SA FASHION MALL

CAPE TOWN, SOUTH AFRICA LEGAL@SAFASHIONMALL.CO.ZA SAFASHIONMALL.CO.ZA

FORMAL AGREEMENT · V1.1

Seller Agreement

The standard commercial agreement between SA Fashion Mall (Pty) Ltd and every approved Seller (vendor / designer brand, tailor, or textile mill) trading through the platform.

LAST UPDATED · FEBRUARY 2026

1. Parties

This Seller Agreement ("Agreement") is entered into between SA Fashion Mall (Pty) Ltd, a private company incorporated in the Republic of South Africa (company registration number 2026/582100/07), with its registered address in Cape Town, South Africa ("the Platform", "SA Fashion Mall", "SAFM", "we", "us", "our"), AND

the approved seller identified by the account through which this Agreement is accepted – whether trading as a fashion brand or designer vendor ("Vendor"), an independent bespoke tailor ("Tailor"), or a textile mill or fabric supplier ("Fabric Factory") – individually or collectively referred to as "the Seller".

This Agreement is accepted electronically during the Seller onboarding flow and by continued use of the Platform. It incorporates by reference the SA Fashion Mall Terms & Conditions, Refunds & Returns Policy, Cancellation Policy, Escrow Protection Policy, Delivery Policy, Privacy Policy and the Vendor Guidelines, each as published at safashionmall.co.za and as updated from time to time. Where a specific term of this Agreement conflicts with a term of the incorporated policies, this Agreement prevails.

2. Definitions

“Buyer” — a natural or juristic person purchasing goods from the Seller through the Platform.

“Custom Order” — a made-to-measure garment or cut fabric produced by the Seller to the Buyer's specifications.

“Escrow” — funds paid by a Buyer that are held by SAFM (as intermediary) until release under the Escrow Protection Policy.

“Goods” — the ready-made garments, fabric, and Custom Orders offered by the Seller on the Platform.

“Platform Commission” — the flat 15% platform fee retained by SAFM on every completed sale (see clause 5).

“Policies” — the Terms & Conditions, Refunds & Returns Policy, Cancellation Policy, Escrow Protection Policy, Delivery Policy, Privacy Policy and Vendor Guidelines published on the Platform.

“Verification” — the SAFM Seller onboarding review: CIPC registration, identity or director KYC, studio-tour video, and banking-details capture.

3. Appointment and relationship

SA Fashion Mall appoints the Seller, and the Seller accepts the appointment, to list and sell the Seller's Goods to Buyers through the Platform on the terms of this Agreement.

The Platform is an intermediary technology provider and marketplace facilitator. The Seller is the supplier of record of the Goods for all purposes, including obligations under the Consumer Protection Act 68 of 2008 (“CPA”). The contract of sale for any Goods is concluded directly between the Seller and the Buyer; SAFM is not a party to that contract of sale.

Nothing in this Agreement creates an employment, agency, partnership, joint venture, franchise, or fiduciary relationship between the Platform and the Seller. The Seller acts as an independent trader and is responsible for its own tax, VAT (if registered), labour, and regulatory compliance.

4. Eligibility, Verification and ongoing accuracy

As a condition of trading on the Platform, the Seller must complete and pass Verification before any listing goes live. Verification requires:

A valid CIPC company registration number (or sole-proprietor documentation where SAFM has, at its discretion, accepted a sole-proprietor listing);

Identification of at least one South African director or proprietor via a valid South African ID or passport;

A studio-tour verification video demonstrating the Seller's production or trading premises;

The Seller's South African bank account details, in the name of the CIPC-registered entity or sole proprietor, for payouts under clause 5.

SAFM reviews Verification submissions at its sole discretion and may accept, decline, or defer any Seller application. Approval typically takes 3 to 5 business days. The Platform may, acting reasonably, revoke or suspend trading rights where the Seller fails Verification, provides false or misleading information, or where documents become out of date, expire, or no longer reflect the trading entity.

The Seller warrants that all information provided during Verification is true, complete, and current, and undertakes to update the Platform in writing (via the Vendor Studio or legal@safashionmall.co.za) within 10 business days of any material change to that information.

5. Commercial terms

5.1 Platform Commission. SAFM retains a flat 15% platform commission on every completed sale made through the Platform, applied uniformly across ready-made garments, cut-to-length fabric orders (Factory Cut), and Custom Order commissions. The Seller receives 85% of the product price. The Platform does not take a cut of shipping fees – the Seller receives 100% of any shipping fee it charges on a listing.

5.2 Escrow. Every Buyer payment is held by SAFM in Escrow and is not the Seller's property while so held. Escrow is released to the Seller's pending payout balance upon: (a) the Buyer confirming delivery on the order page; or (b) SAFM's administrative review and release of the delivery event; or (c) resolution of an open dispute in the Seller's favour. There is no automatic timer-based release; every release is either Buyer-initiated or SAFM-administered.

5.3 Payouts. Released amounts are paid to the Seller's verified South African bank account by scheduled EFT batch, typically 5 business days after release. Bank EFT fees on the outbound transfer are absorbed by SAFM. The Seller may not withdraw amounts held in Escrow ahead of release.

5.4 Custom Order Materials Advance. On Custom Orders the Seller may quote a materials advance of between 0% and 40% of the quote value. If the Buyer accepts, the advance portion is released to the Seller on Buyer payment to fund fabric and materials; the balance remains in Escrow until delivery. Every advance is disclosed to the Buyer on the quote before acceptance.

5.5 Subscription plans. The Seller may operate on the Platform on any of the published tier plans (Free, Growth, or Pro), each with the listing, image, storage and video caps published at safashionmall.co.za/pricing. Subscription fees, where applicable, are separate from and additional to the Platform Commission and are billed on the terms disclosed at sign-up.

5.6 Taxes. Prices displayed on the Platform are VAT-inclusive where the Seller is a registered VAT vendor. The Seller is solely responsible for its own income tax, VAT (where applicable), and any other tax obligations arising from sales on the Platform. SAFM issues a tax invoice for its Platform Commission portion.

5.7 Merchant of record and seller payables. For payment processing purposes, SA Fashion Mall (Pty) Ltd is the merchant of record for all transactions concluded through the Platform: Buyers pay SA Fashion Mall for their orders, and SA Fashion Mall in turn owes each Seller the Seller's share (85% of the product price plus 100% of the shipping fee) as a contractual trade payable, settled after delivery confirmation in accordance with this Agreement. Pending payouts are commercial obligations of SA Fashion Mall to the Seller arising from completed sales; they are not deposits held on behalf of the Seller or the Buyer. For consumer-protection purposes the Seller remains the supplier of the goods as set out in clause 3.

6. Listings, content and conduct

The Seller undertakes to list Goods truthfully and completely. Every listing must include:

- The price in South African Rand (ZAR), inclusive of VAT where applicable;
- Accurate stock quantities, kept up to date in real time;
- Honest, non-misleading photographs of the actual Goods or, for Custom Orders, representative samples of the Seller's workmanship;
- For garments: an accurate description of fabric composition, size range, and any relevant measurements or care instructions;
- For Custom Orders: the measurement fields the Buyer must supply, and the realistic lead time to fulfilment;
- For fabric orders: composition, weight (gsm), width, dye lot tolerance where relevant, and the minimum order quantity per cut.

The Seller warrants that it owns or is validly licensed to use all content it uploads to the Platform (photographs, product descriptions, brand names, logos) and that its Goods do not infringe any third-party intellectual property, personality, or trade-mark right. The Seller grants SAFM a non-exclusive, royalty-free licence to display, reproduce, and market that content on and off the Platform in connection with the sale and promotion of the Seller's Goods.

The Seller must not list counterfeit merchandise, intellectual-property infringing designs, or Goods prohibited under South African law (including weapons, controlled substances, live animals and endangered-species products). The Seller must not attempt to circumvent the Platform to settle transactions off- platform — doing so voids Escrow protection and is a material breach of this Agreement.

7. Shipping and fulfilment

The Seller is entirely responsible for its own shipping logistics, including any shortfalls, damages or lost parcels. SAFM does not operate warehousing or a courier fleet on the Seller's behalf.

Every parcel must be dispatched via a tracked and insured courier service with signature-on-delivery, insured for at least the declared value of the Goods.

The tracking number and courier name must be uploaded to the order page at the moment of dispatch.

Ready-made garments must be dispatched within the timelines shown on the listing, typically 1 to 3 business days for in-stock items.

Custom Orders must be dispatched within the lead time quoted and agreed on the accepted quote.

The Seller must respond to Buyer messages in the order chat within 48 hours during business days.

Where the Seller cannot fulfil an order (out-of-stock error, inability to source fabric, personal emergency), the Seller must cancel the order from the Vendor Studio before dispatch and communicate the reason to the Buyer in the order chat. Repeated Seller-initiated cancellations affect the Seller's trust rating and may trigger administrative review under clause 12.

8. Custom Orders and production stages

For Custom Orders, the Seller must record production progress on the order page using the production-stage controls provided in the Vendor Studio. In particular, the Seller must mark the order as "cut" at the moment fabric is cut to the Buyer's specification. Once the "cut" stage is recorded, the Buyer's unilateral cancellation rights fall away as set out in the Cancellation Policy §3 (custom orders); the parties may still reach mutual agreement or open a dispute.

Accurate and timely stage recording is a material obligation because the stage-transition audit log is the primary evidence base used by SAFM in Custom Order disputes. Falsified or backdated stage transitions are a material breach of this Agreement.

9. Returns, disputes and fair use

As the supplier of the Goods, the Seller is responsible under CPA sections 55 and 56 for the quality, safety, suitability, and conformity of the Goods it sells. The 6-month defect remedy (repair, replacement or refund) is the Seller's obligation. SAFM administers the dispute process and the release or refund of Escrowed funds; SAFM does not warrant or insure the Goods itself.

The Seller must respond in the order chat within 48 hours of a dispute being opened, providing its side, supporting evidence, and (where relevant) the delivery, materials and workmanship records.

The Seller must accept SAFM's dispute-resolution outcome as final in respect of the Escrow release/refund decision, without prejudice to the Seller's or Buyer's external remedies.

The Seller acknowledges the Fair Use standards published in the Refunds & Returns Policy §10 and that repeated bad-faith conduct by any account (Seller or Buyer) may result in account restriction.

The Seller acknowledges that statutory defect claims are always reviewed on the merits regardless of an account's prior history.

Cooling-off returns under section 44 of the Electronic Communications and Transactions Act 25 of 2002 apply only to ready-made garments sold to natural-person consumers, and are subject to the lawful conditions in the Refunds & Returns Policy §3. Custom Orders and B2B / Factory Cut fabric sales are excluded from cooling-off (statutory defect remedies remain).

10. Data protection (POPIA)

In fulfilling orders the Seller will receive Buyer personal information (name, delivery address, contact number, order and measurement details). The Seller is a responsible party in respect of that information under the Protection of Personal Information Act 4 of 2013 ("POPIA") and must:

Use Buyer personal information only for the purpose of fulfilling the specific order to which it relates (including packaging, courier dispatch and after-sales support);

Not sell, share, publish or use Buyer personal information for direct marketing without a separate lawful basis under POPIA;

Apply appropriate technical and organisational security measures to protect Buyer personal information;

Report any personal-information breach to legal@safashionmall.co.za without undue delay after becoming aware of it, and cooperate with SAFM in any resulting notification obligations;

Delete or return Buyer personal information after the retention period reasonably required for tax, warranty and CPA record-keeping (a minimum of 5 years).

11. Trust, ratings and platform standing

The Seller's standing on the Platform is a function of its verified trading history, on-time dispatch rate, dispute record, cancellation record, and Buyer feedback. SAFM may display aggregated trust indicators on the Seller's public storefront and may, acting reasonably, adjust the Seller's ranking, eligibility for featured placement, or eligibility for higher-value order thresholds based on this standing.

12. Suspension and termination

12.1 Termination for material breach. Either party may terminate this Agreement on written notice to the other where the other is in material breach and fails to remedy that breach within a reasonable period (typically 7 business days) of written notice specifying the breach.

12.2 Immediate suspension by SAFM. SAFM may suspend the Seller's account with immediate effect, without prior notice, in any of the following cases:

- Confirmed fraud, including fraudulent identity, banking details, or trade in counterfeit or stolen goods;

- Verification failure or lapse (e.g., CIPC deregistration, expired director ID);

- Repeated fulfilment failures, chronic Seller-initiated cancellations, or repeated resolved-against-Seller disputes;

- Circumvention of the Platform to settle transactions off-platform;

- Court order or law-enforcement request;

- Any conduct that materially damages the Platform's reputation or the trust of Buyers.

12.3 Effect on pending orders and Escrow. On termination or suspension: (a) open Escrow on Buyer-confirmed orders is released to the Seller; (b) open Escrow on orders still Held is either refunded to the Buyer or, where the Seller has already partly performed, split by SAFM in accordance with the Refunds & Returns Policy; (c) the Seller remains liable for Goods already dispatched and for any statutory obligations that accrued before termination.

12.4 Survival. Clauses 6 (IP warranty), 9 (Returns, disputes and fair use), 10 (POPIA), 12.3 (effect on pending orders), 13 (Governing law), and any accrued rights and liabilities, survive termination.

13. General

13.1 Governing law and jurisdiction. This Agreement is governed by the laws of the Republic of South Africa. The parties consent to the non-exclusive jurisdiction of the Western Cape High Court, subject to the dispute-resolution regime in the Terms & Conditions.

13.2 Variation. SAFM may amend this Agreement from time to time. Material changes trigger an in-app notification and an updated "Last updated" date at the top of this Agreement. The Seller must re-accept the Agreement on the next Vendor Studio load whenever the version identifier is incremented; continued use of the Platform after that point constitutes acceptance.

13.3 Entire agreement. This Agreement, together with the Policies incorporated by reference in clause 1, constitutes the entire agreement between the parties in respect of its subject matter and supersedes any prior representation, understanding, or arrangement, whether oral or written.

13.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the balance of the Agreement remains in full force and effect and the invalid provision is severed to the minimum extent necessary.

13.5 Notices. Notices to SAFM must be sent to legal@safashionmall.co.za. Notices to the Seller are validly given by email to the address recorded on the Seller's account or by in-app notification on the Vendor Studio.

13.6 Assignment. The Seller may not assign or cede its rights or obligations under this Agreement without SAFM's prior written consent. SAFM may assign this Agreement to a successor entity on reasonable prior notice.

13.7 Contact. Legal & policy queries: legal@safashionmall.co.za. Seller support: support@safashionmall.co.za.

ACCEPTANCE

The Seller accepts this Agreement electronically at the moment it clicks "I agree" in the Seller onboarding flow, or by continuing to trade on the Platform after receiving in-app notification of a new version. A time-stamped record of that acceptance is retained by SA Fashion Mall as part of the Seller's account audit trail.

FOR THE PLATFORM

SA Fashion Mall (Pty) Ltd
Reg. No. 2026/582100/07
Cape Town, South Africa

FOR THE SELLER

(Seller name, CIPC no. and signatory captured at the moment of electronic acceptance in the Vendor onboarding record.)