SULTRY STUDIOS

EQUIPMENT SALES — TERMS & CONDITIONS

These terms apply to all equipment sold or supplied by Sultry Studios, including pole fitness equipment, custom stage poles, aerial hoops, silks, rigging equipment, mounting hardware and accessories.

By placing an order, the customer confirms acceptance of these terms.

1. SAFETY, STRUCTURAL APPROVAL & INSTALLATION

Pole and aerial equipment can cause serious injury, permanent disability or death if incorrectly installed, attached to an unsuitable structure, maintained improperly or used incorrectly.

Before ordering any equipment requiring structural attachment, the customer must arrange for the proposed installation location, supporting structure and rigging point to be assessed and approved by a suitably qualified professional. Written confirmation of suitability must be obtained before ordering.

All equipment requiring installation, mounting or rigging must be installed by an appropriately qualified and, where required, certified installer, in accordance with the manufacturer's specifications and Sultry Studios' written instructions.

Installation labour, structural assessments, engineering, reinforcement, testing, certification and inspections are excluded unless expressly included in writing.

Equipment must not be used until installation and all required safety inspections and approvals have been completed.

Sultry Studios does not assess, certify or guarantee the structural integrity of the customer's premises or the suitability of an installation merely by supplying equipment, reviewing photographs, providing measurements or issuing instructions.

The customer is responsible for ensuring that the equipment is suitable for its intended use and that all required assessments, installation, inspections and approvals are obtained.

2. MEASUREMENTS, SPECIFICATIONS & CUSTOM ORDERS

The customer is responsible for supplying and verifying all measurements, dimensions, ceiling heights, clearances, specifications and site information before confirming an order.

Sultry Studios cannot accept responsibility for unsuitable equipment or installation resulting from incorrect or incomplete information supplied by the customer, except where liability cannot lawfully be excluded.

Custom-made, personalised and specially ordered equipment is produced or sourced to the agreed specifications. Orders cannot be changed or cancelled once manufacturing or procurement has commenced, subject to applicable law.

3. PAYMENT, ORDER CONFIRMATION & DELIVERY

Orders are submitted to manufacturers or suppliers only once full payment has cleared and all agreed pre-order requirements have been met.

An order is confirmed only when Sultry Studios has accepted it in writing. Quotations are valid for the period stated on the quotation; if no period is stated, prices may be revised before acceptance.

Delivery, courier charges, transit insurance and any additional costs will be quoted or disclosed as applicable.

Collection from 4 Yelanda Street, The Reeds, Centurion, is available by prior appointment.

Customers must inspect deliveries as soon as reasonably possible and promptly report damage, missing items or discrepancies to the relevant carrier and Sultry Studios. Damaged, incomplete or potentially unsafe equipment must not be installed or used.

Responsibility for loss or damage in transit will be determined by the agreed delivery and insurance arrangements and applicable law. Customers are encouraged to arrange appropriate transit insurance.

4. **CANCELLATIONS, RETURNS & REFUNDS**

Sultry Studios operates a no-change-of-mind refund policy, to the extent permitted by South African law.

Refunds will not ordinarily be provided for incorrect customer measurements, incorrect product selection, undisclosed site conditions, failure to arrange suitable installation or a change of mind.

Custom-made or personalised equipment cannot be cancelled or returned once production has commenced, subject to applicable law.

Nothing in these terms excludes any statutory consumer rights or remedies that apply to defective, unsafe or non-compliant goods, including any legally required repair, replacement or refund.

All return, defect and warranty requests must be submitted in writing with proof of purchase and sufficient information to assess the claim.

5. WARRANTY & DEFECTS

Sultry Studios offers a voluntary 30-day repair warranty for qualifying manufacturing defects in equipment sold directly by Sultry Studios. This warranty begins on the date of delivery or collection and applies in addition to any statutory rights the customer may have under South African law.

The voluntary warranty covers qualifying defects in materials or workmanship and does not cover faults or damage caused by incorrect installation, unsuitable structural supports, misuse, overloading, negligence, unauthorised alterations or repairs, failure to maintain or inspect equipment, normal wear and tear, or use outside the manufacturer's specifications.

Customers must report suspected defects in writing, provide proof of purchase and supply reasonable supporting information. Sultry Studios may request photographs, inspection records or an opportunity to inspect the equipment before assessing a claim.

Equipment suspected of being defective or unsafe must immediately be taken out of service.

Where equipment is covered by a separate manufacturer's warranty, the applicable warranty terms will also apply. Sultry Studios will communicate the relevant claim process where applicable.

Nothing in this voluntary warranty limits any repair, replacement, refund or other remedy required by applicable consumer law.

Overloading or use outside the manufacturer's specifications.

Normal wear and tear or consumable components.

Failure to inspect, maintain, clean or replace worn components.

Environmental exposure or outdoor use beyond the equipment's approved specifications.

Sultry Studios may request photographs, installation records, inspection certificates and access to inspect the equipment before determining whether a voluntary warranty claim qualifies.

Equipment suspected of being defective or unsafe must immediately be taken out of service.

6. INSPECTION, MAINTENANCE & RESPONSIBILITY FOR USE

The customer is responsible for ensuring that equipment is inspected before each use, maintained appropriately and professionally inspected or recertified when required.

All equipment, attachment points, fixings, connectors, straps, fabrics, ropes, locking mechanisms and other load-bearing components must be checked for wear, damage, looseness, corrosion, deformation or other signs of deterioration.

Damaged or suspect equipment must not be used until appropriately assessed and repaired or replaced.

Equipment must only be used for its intended purpose, within the manufacturer's stated limits and by appropriately trained persons. Load ratings, user-weight limits and suitability for dynamic aerial activities must never be assumed unless expressly confirmed by the manufacturer or an appropriately qualified professional.

The customer is responsible for appropriate supervision, safe operating conditions, preventing unauthorised use and ensuring that all users receive suitable instruction.

7. LIMITATION OF LIABILITY & INDEMNITY

To the fullest extent permitted by South African law, Sultry Studios, its owners, employees, representatives and agents are not responsible for loss, damage, injury, death, costs or claims arising from the customer's or other users' negligent or wrongful installation, rigging, modification, maintenance, storage or use of equipment, including failure to obtain required structural approval or follow applicable safety instructions.

The customer agrees, to the extent permitted by law, to indemnify Sultry Studios, its owners, employees, representatives and agents against third-party claims, reasonable legal costs and expenses to the extent caused by the customer's own negligent or wrongful acts or omissions, or those of persons for whom the customer is legally responsible.

These provisions do not exclude or limit liability for Sultry Studios' own conduct or any liability, consumer right or remedy that cannot lawfully be excluded or waived.

Any claim that may fall within the indemnity must be reported to Sultry Studios promptly in writing. The customer must not settle or admit liability on Sultry Studios' behalf without its written consent.

8. UNCOLLECTED EQUIPMENT

Equipment must be collected, or delivery arrangements finalised, within 30 days after Sultry Studios notifies the customer that the order is ready, unless otherwise agreed in writing.

A storage fee of 10% of the total item cost per month may apply after this period, provided the fee was disclosed and agreed in advance and is lawful and reasonable. Applicable charges must be settled before collection where lawfully due.

Sultry Studios will follow all legally required procedures concerning uncollected goods and outstanding charges.

9. PRIVACY & GENERAL PROVISIONS

Sultry Studios processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and other applicable laws. Information may be used for order processing, payments, delivery, warranty administration, record-keeping and legal compliance, and shared where reasonably necessary or lawfully permitted.

These terms must be read together with the accepted quotation, invoice, product specifications and any equipment-specific written instructions. Variations must be agreed in writing.

If any provision is unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

These terms are governed by the laws of the Republic of South Africa.

CUSTOMER ACKNOWLEDGEMENT

I confirm that I have read and understood these terms and had a reasonable opportunity to ask questions before ordering.

I specifically acknowledge that:

- Pole and aerial equipment carries inherent risks, including serious injury, permanent disability and death.
- The proposed structural support and rigging point must be assessed and approved by an appropriately qualified professional before ordering.
- Installation, certification and inspections are my responsibility unless expressly included in writing.
- I am responsible for providing accurate measurements and specifications, following installation instructions and ensuring safe use and maintenance.

- I understand the refund policy, voluntary warranty, limitation of liability and indemnity provisions, subject to rights and liabilities that cannot lawfully be excluded.