

TERMS AND CONDITIONS

Office For Design cc

1. SCOPE AND DEFINITIONS

1. These Terms and Conditions shall be incorporated in each and every quotation and where the Client accepts the quotation that refers to the terms and conditions, these terms and conditions will apply.
2. This quotation shall only be valid for 30 (thirty) days from the date on the quotation.
3. In this document the following words shall have the meaning ascribed thereto:
 - a. Artwork: any proof, pull, sample, specimen, sketch, design, layout, photograph, slide or any other work created or amended by the Company or on which the Company spent its creative ideas or invested its intellectual and design ability whether such artwork is new or amended or unchanged.
 - b. Day: shall mean a working day from Monday to Friday exclusive of public holidays.
 - c. Goods: shall mean the goods quoted for and shall include any artwork or reproductions thereof.
 - d. Proofs: any concept or draft artwork.

2. DEPOSIT

1. A deposit of 50% (Fifty percent) of the total quotation shall be paid on acceptance of this quotation.
2. The Company reserves the right to claim additional payments from the Client on written notice to cover expenses such as the cost of printing, copying and the like.
3. All printing work must be paid in full before submission of the work to the printer.

3. PRELIMINARY DESIGN

1. The Client shall be furnished with proofs of the designs for his approval.
 - a. In terms of proofs supplied in hard copy the Client shall approve the proofs by affixing his signature to the proof thus indicating that he accepts the proofs and shall return the proofs to the Company.
 - b. In terms of proofs submitted electronically over email the Client shall approve the proofs by confirming this in writing by return email response thus indicating that he accepts the proofs.
2. After approval of the proofs by the Client, the Client shall have no claim against the Company for errors on the signed proofs.
3. If the Client wants to amend the proofs or artwork for other reasons than errors made by the printer and/or designer, the Client shall be held liable for the cost thereof.
4. The Company shall not be held liable for any damage or loss suffered if the Client's instructions were to proceed without the

submission of the proofs.

4. DELIVERY

1. The Company shall deliver the goods to the Client and the Client shall not refuse or delay the delivery of the goods.
2. On receipt and acceptance of the goods by the Client or his representative it shall be deemed that the Client has inspected the goods and the goods are in good order.
3. No goods shall be returned to the Company after the delivery date.

5. PAYMENT

1. Full and final payment is to be settled by the Client on completion of the project and supply of the final material / goods, as outlined in the quotation.
2. The Client has no right to withhold any payment for any reason whatsoever.
3. The Company will not release or deliver any final artwork / goods / material until full and final payment has been received.
4. Any amount not paid by the Client on the due date, shall bear interest at a rate equal to 2% (Two percent) per month, calculated daily.
5. Interest shall be calculated on the amount unpaid from the date it became due until date of actual payment thereof and shall be calculated and capitalized monthly.

6. OWNERSHIP AND COPYRIGHT

1. Ownership in the intellectual property of the artwork and/or goods remains vested in the Company. Copyright of all artwork designs and/or concepts are reserved by the Company.
2. The Company reserves the right to use the artwork or goods for portfolio purposes.
3. Materials and preliminary files and computer files used in the creation of the final artwork or goods shall remain the property of the Company at all times.
4. No person shall be authorised to use any artwork or any of the goods if the full outstanding amount has not been paid.
5. Where the Client requires the ownership of the intellectual property, the parties shall negotiate a price for the intellectual property and the right title and interest to the intellectual property shall only be assigned or transferred to the Client once:
 - a. a written assignment agreement for the transfer of the intellectual property has been drafted and signed by both parties, the cost of which will be for the account of the Client;
 - b. the full contract price inclusive of all disbursements have been paid by the Client;

7. REJECTION AND CANCELLATION

1. The Company reserves its rights to cancel the project at any time without prejudice to its rights if the Client fails to pay any amount due.
2. Upon cancellation all amounts owed to the Company by the Client becomes due and payable immediately and the Company may take possession of and retain any items of the Client that are under the control of the Company and without prejudice to any of the Company's other rights to retain such goods until payment has been effected.
3. Every quotation is subject to the cancellation by the Company due to vis majeure from any cause beyond the control of the Company including (without restricting this clause to these instances) inability to secure labour, power, materials or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, loss, or other labour disputes, fire, flood, or

legislation.

4. Every quotation is subject to the cancellation by the Company if the Client breaches any terms of this agreement or makes any attempt of compromise, liquidation, sequestration, termination or if judgement is recorded against the Client or any of its principals.
5. If the Client rejects a design or cancels the agreement before or on the date of the submission of the proofs, the Client shall forfeit the deposit and shall be liable for any additional labour and expenses incurred by the Company to date of cancellation.
6. If the Client cancels the agreement after date of submission of the proofs, the Client shall be held liable for the full outstanding amount together with any other cost incurred in the collection thereof.

8. ADDITIONAL COST

1. If the Client requires any additional work to be performed by the Company, which costs are not set out in the quotation, the Client shall be invoiced therefore accordingly.

9. INDEMNITY

1. The Client indemnifies the Company against the following or any consequential damages flowing from:
 - a. Any claims, costs and/or expenses of whatsoever nature arising out of any legal action against the Client for services rendered, artwork created and goods sold and delivered by the Company to the Client;
 - b. Any loss of the Client's proofs and/or materials submitted to the Company;
 - c. The missing of project deadlines which shall include penalties imposed upon the Client;
 - d. Loss of information if the information was stored at the Company.

10. BREACH

1. Where any party commits a breach of the terms and conditions, the aggrieved party shall deliver a notice on the defaulting party at the defaulting party's domicile address, requiring the defaulting party to remedy the breach within a period of ten days from date of receipt of the notice. If the defaulting party fails to remedy the breach within the period of ten days, the aggrieved party may cancel the agreement and claim damages or claim specific performance or take any other legal action against the defaulting party.
2. Should the Client commit any breach, the total amount outstanding on the account (as quoted) will immediately become due and payable notwithstanding the fact that the portion of the amount would not be owed in accordance with the agreed terms.
3. In the event of the Company instructing its attorneys to take legal action in terms of this agreement, all legal fees as between attorney and Client, charges and tracing agent fees, shall be borne by the Client.
4. All payments received shall firstly be allocated towards attorney fees, other charges, interest and thereafter capital.

11. JURISDICTION

1. The Client hereby consents to the jurisdiction of the Magistrate's Court in respect of all legal proceedings connected with this agreement, notwithstanding that the value of the matter in dispute might exceed the jurisdiction of the Magistrate's Court.
2. Notwithstanding the foregoing, the Company will be entitled to institute action in the High Court having jurisdiction.

12. DOMICILIUM

1. For all purposes under this agreement including the giving of any notice, the service of any proceedings and for all other purposes arising from this agreement, the Client hereby chooses its domicilium citandi et executandi at the chosen address of the Client stipulated on the face of the quotation.
2. Any party may by notice to the other party change its domicilium citandi et executandi to another physical address and/or telefax number in the Republic of South Africa, provided that such change shall become effective only on the 7th day after receipt of the notice.
3. Notwithstanding anything to the contrary herein contained, the written notice or communication actually received by a party shall be an adequate written notice or communication, notwithstanding that it was not sent to or delivered at the chosen domicilium citandi et executandi.

13. WAIVER

No indulgence, latitude, extension of time or omission by the Company shall constitute a waiver by the Company of any of its rights under this agreement and shall not amount in an appropriate instance, to a condonation by the Company of any act or omission on the part of the Client as such and the Client's conduct shall under no circumstances whatsoever give rise to a defence of estoppel. The acceptance by the Company of any payment by the Client after cancellation of this agreement, shall not be deemed to be a waiver of the Company's rights or a novation.

14. WHOLE AGREEMENT

The parties agree that this agreement is the entire agreement between them. No variation thereof or waiver of any rights, obligations or consensual cancellation hereof shall be of force or effect unless reduced to writing and signed by both parties.