

## **SIGNWORKS SIGNAGE TERMS AND CONDITIONS**

Quotations are valid for 30 days from the date issued; prices are subject to final artwork and specifications, confirmation of final sizes, layout, quantities and materials. A 70% deposit will be required on acceptance of this quotation, and the balance settled (unless otherwise stated) upon completion of order, before delivery or when installation commences. Ownership of goods will not vest in the customer until account has been paid in full.

This quotation is based on the supply of correctly formatted artwork with the referring pantone colour reference specified.

Any further artwork design or alterations required will be charged for in addition to the above quoted prices.

- Telephonic confirmation of acceptance of the quotation and/or artwork is not accepted whatsoever. Written confirmation must be provided.
- Signworks will not be held liable for incorrect work being produced after artwork has been approved; all order information is accepted as correct once quotation and artwork is approved for production.
- Colour variations are unavoidable in the advertising industry. It will be the sole discretion of Signworks to deem finished products acceptable or not, and clients are respectfully requested to be reasonable in this regard as these variations are part of the various processes. Signworks will however do all that is possible to meet the quality requirements of the customer.
- Please note that all cash deposits, even at ATM's, attract a cash deposit fee of R60.00, ATM Deposits (excl cash) at R14.82,
- All Cheque Deposits, even at ATM's, attract a cheque deposit fee of R27.00. The customer shall be solely responsible for any and all cash deposits made by the customer.
- Signworks will under no circumstances quote on, print, cut or fabricate any product for your company if we were not supplied with/or you did not approve a file or drawing in the correct file format.
- If a situation arises where Signworks has to do changes on files, production will only commence after written approval by yourself. Kindly note that this could incur additional costs.
- Signworks will under no circumstances use any of your files for printing, cutting or fabrication on any job other than your own.
- Please do a proper quality check upon receipt of the product & allow us enough lead time in order to ensure a good quality product.
- Signworks will not be held responsible for any loss incurred, travelling fees, hotel costs or damage done to the supplied product from the time such product leaves our premises.
- Quotation / Invoice is excluding installation costs unless otherwise specified in writing.
- Signworks shall under no circumstances be liable for any wall damages suffered by the customer as a result of the installation of the product by Signworks. Due to the vibrations of an impact hammer drill drilling into the brick and/or plastered and/or custom deco finished and/or tiled walls, the drilling may crack, chip and/or break the surface, which is unavoidable. The customer shall be solely responsible for any damages suffered as aforesaid and wholly indemnifies Signworks against any such loss and/or damages.
- Any Quotation / Invoice for installation of Signworks products is provided on an estimation of time spent to finalise the installation. Should the time period required to install the product change and/or exceed the estimated time period, the Quotation / Invoice will be adjusted accordingly and the customer shall be responsible to pay any increase in the Quotation / Invoice as a result of such increase. Signworks shall at all times use its best endeavours to finalise the installation within a reasonable time period and without unnecessary delays.
- Unless a written agreement exists between your company and Signworks, no work will be delivered or collected without a proof of payment for the full amount.
- Delivery times are subject to availability of materials and subject to revision if materials are not available.
- Quotation / Invoice is excluding delivery costs unless otherwise specified in writing.
- Force Majeure – No penalties will be incurred by Signworks, and Signworks is not liable for failure to perform if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
- Signage products will be tested in front of client to confirm all is in good working order.
- Signworks will not do final connections on any electrical required signage products, due to insurance reasons.
- Printing and signage materials are guaranteed, but exclude any damage caused as a result of external conditions such as any frivolous activity by third parties and acts of nature (which include heavy rains, heavy wind or any abnormal conditions). It will be at the sole discretion of Signworks to inspect and deem any claim acceptable or not.
- The products and/or services delivered by Signworks do not include a Health and Safety File and/or supporting documents. In the event of a Health and Safety File and/or supporting documents being required by the customer, same shall be invoiced separately. Should the customer request training certificates and/or qualifications after acceptance of the quotation, provision of the aforesaid documentation shall attract additional costs, which shall be for the customer's account.

### **Intellectual Property:**

- I Ownership in the intellectual property of the artwork and/or products remains vested in IsiZulu Signage CC T/A Signworks. Copyright of all artwork designs and/or concepts are reserved by IsiZulu Signage CC T/A Signworks.
- II IsiZulu Signage CC T/A Signworks reserves the right to use the artwork or products for portfolio purposes.
- III Materials, files and computer files used in the creation of the final artwork or products shall remain the property of IsiZulu Signage CC T/A Signworks.
- IV No person shall be authorised to use any product or artwork or any of the products if the full outstanding amount has not been paid.
- V 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 as soon as:
  - 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 is paid by The Client and verified by IsiZulu Signage CC T/A Signworks.

On acceptance of any quotation from Signworks you are accepting the above standard terms and conditions, artwork conditions and pricing.

Payment of the Deposit constitutes acceptance of these Terms and Conditions and constitutes all artwork to be signed off as correct and ready for production.

Approved By: ( Name & Surname ): \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_