

## TERMS AND CONDITIONS

### SCOPE:

1.1. This website expressly refers to all legal terms and conditions whereby Proto Signs CC supplies any products and/or manufacturing services as listed upon this website "www.protosigns.co.za".

1.2. These Terms will apply to any contracts between Proto Signs CC and its clientele for the sale of products and/or services as concluded via its website to the exclusion of any other terms the customer seeks to incorporate, or which may be implied by the client, except where Proto Signs CC has given its prior written consent. Any further correspondence between Proto Signs CC and its client will have no impact on the Terms of the contract.

1.3. To the extent there is inconsistency between the provisions of these terms and provisions of any other documents issued by Proto Signs CC which are contained on the Website, provisions of these terms shall prevail.

2.1. The client is assumed to have read these terms carefully, make sure they are understood before ordering any products from Proto Signs CC. Please note before placing an order that you have read and agree to our Terms.

2.2. Proto Signs CC may amend these terms from time to time. Every time Customer wishes to order Products, it should check the terms each time it places an order to ensure it understands the terms which may apply at that time. These terms are applicable from the date this website first became incorporated

2.3. Proto Signs CC is a company registered in South Africa.

3.1. To contact Proto Signs CC please refer to our contact page.

3.2. The Contract between Customer and Proto Signs CC shall only be concluded after approved (by the Customer) Print-Ready Artwork has been transmitted by the customer, and Customer has sent a separate order confirmation via e-mail (Acceptance of Order).

4.1. For the purpose of these terms, customer shall be deemed to be purchasing as a business if it enters the contract and/or it is purchasing products which are not of a type ordinarily supplied for private use or consumption.

4.2. If Customer is purchasing as a business:

4.2.1. Customer confirms it has the authority to enter into binding agreements with companies such as Proto Signs CC.

4.2.2. Customer acknowledges and agrees these Terms and any document expressly referred to in them constitute the entire agreement between Proto Signs CC and Customer. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Proto Signs CC which is not set out in these Terms, or any document expressly referred to in them.

### Content of the Order and Proof Requirements

5.1. Proto Signs CC completes all orders solely on the basis of print data and information (Artwork) submitted by Customer. Customer must ensure it has read and understood its responsibilities contained in these Terms and which are set out in more detail on the Customer Information page and Artwork guide.

5.2. Customer must check the Artwork carefully against the Format Requirements before submitting to Proto Signs CC. Proto Signs CC will not review any artwork for compliance with the Format Requirements or otherwise for any typographical errors.

5.3. When Proto Signs CC has received the Artwork from Customer; Proto Signs CC will perform a 'Standard Artwork Check' on every order submitted by Customer. The extent to which Proto Signs CC checks the Artwork is detailed on the Customer Information page.

5.4. Where Proto Signs CC produces a proof for Customer, Customer acknowledges and accepts such proof is merely illustrative of the final product to be produced by Proto Signs CC and Proto Signs CC shall have no liability to Customer for slight variations in the final Product from the proof supplied.

5.5. Where Proto Signs CC produced a proof for Customer pursuant to performing a superior artwork Check or proof on the Artwork, Customer acknowledges and accepts such proof as merely illustrative of the final product to be produced by Proto Signs CC and Proto Signs CC shall have no liability to Customer for slight variations in the final Product from the proof supplied.

5.6. If, when Proto Signs CC performs a standard artwork check and discovers the artwork supplied by Customer is defective or does not comply with format requirements, Proto Signs CC will notify Customer requesting corrected Artwork.

5.7. In the event Customer notifies Proto Signs CC that it wishes to proceed with the order without correcting any defects in the Artwork or amending such Artwork so it complies with Format Requirements, Customer does so at its own risk.

5.8. If additional costs arise due to the inaccuracy of the Artwork, these will be borne by the Customer.

5.9. Where Customer has not submitted Artwork in CMYK mode or other in accordance with the Format Requirements, Proto Signs CC shall be entitled to convert the Artwork to ensure it complies with the Format Requirements. In these circumstances, the liability for any resulting colour deviations lies solely with the Customer. By transmitting the Artwork in any other mode than the specified CMYK mode, the Customer acknowledges and agrees the conversion is carried out at Customer's own risk.

5.10. For the avoidance of doubt, Proto Signs CC will not accept any responsibility or liability for any colour variations, irregularities or other defects whatsoever of the Products ordered by Customer which are caused as a result of Artwork not complying with the Format Requirements, including (but not limited to) graphics and images, colours and colour mode, cut, fonts and lines.

5.11. Proto Signs CC reserves the right to refuse any orders and/or terminate any Contracts where the transmitted Artwork contains defamatory, pornographic, fascist, radical content or any other material which is obscene, offensive, hateful or inflammatory.

5.12. After the Contract is formed, Customer shall only be entitled to make changes to the order provided that the Customer remains liable for any additional costs incurred by Proto Signs CC in making such changes.

#### Communication

6.1. Applicable laws require that some of the information or communications Proto Signs CC sent to Customer should be in permanent form and for this purpose, Proto Signs CC confirm such information to Customer by email, which Customer accepts is a permanent form of communication.

6.2. In the case of Customers purchasing as a business:

6.2.1. Customer acknowledges and agrees that this e-mail address shall be stored by Proto Signs CC and only used in respect of any future orders received from the Customer until revoked or modified by the Customer.

#### Price of the Products and Delivery Charges

7.1. If Customer obtains a quotation for Products from Proto Signs CC either by e-mail, this does not constitute an offer by Proto Signs CC and shall only be valid for a period of 7 days from its date of issue. All quotations are subject to the condition that the order details underlying the quotation at the time of issue remain unchanged, and Artwork to be received from Customer is received within one week of Customer placing the order.

7.2. All prices quoted are for one artwork set-up and/or creation only and print run cannot be split into multiple separate runs/designs/layouts and so on.

7.3. Price excludes electrics to DB board.

7.4. Prices are exclusive of transport, unless otherwise stated/quoted.

7.5. Quoted prices are not valid in a decontextualized fashion; that is they can't be used in a separate/individual manner when quoted collectively.

7.6. Safety file and OHSWA costs will be quoted and charged separately.

7.7. We are not responsible for municipal and/or landlord/property-owner approval/s.

#### VAT

8.1. The total price of the Products automatically includes VAT (if any, which shall be at the sole discretion of Proto Signs CC at the applicable current rate chargeable in the South Africa. However, if rate of VAT changes between the date of the order and the date of delivery, Proto Signs CC will adjust VAT payable by Customer, unless Customer already paid for the Products in full before change in VAT takes effect.

8.2. If Customer believes that the Product it has purchased should be zero rated for VAT purposes, Customer shall notify Proto Signs CC immediately following receipt of the Order Confirmation and confirm the reasons for this. Proto Signs CC will investigate such claim and if it considers (acting reasonably) that such Product should be zero rated for VAT purposes, Proto Signs CC shall reimburse Customer for any overpayment made in respect of VAT.

8.3. Customers who are registered for VAT purposes must provide to Proto Signs CC a valid VAT registration number at the time of placing an order. Proto Signs CC is entitled to retain such information and apply this VAT registration number to any subsequent orders until Proto Signs CC is notified by Customer in writing that the VAT registration number is no longer valid.

#### Payment

9.1. Customer may pay for Products at the time of placing the order via EFT. Customers should note that Proto Signs CC shall not start production of the products until a 75% deposit and print-ready or approved artwork has been supplied.

9.2. For orders less than R25, 000.00 excl. VAT, a full (100%) payment is required prior to production and delivery of products.

9.3. No other payment methods or terms shall apply unless expressly agreed with Proto Signs CC in writing.

9.4. All Products remain property of Proto Signs CC until payment is received in full for the product/goods supplied. Proto Signs CC reserves the right to collect, remove, retrieve and/or recover, at any given time, and without any notice, the products that have been supplied but have not been paid for.

9.5. Proto Signs CC shall issue a separate invoice for each job ordered by Customer.

9.5. If Customer makes a payment in error, it is the responsibility of Customer to notify Proto Signs CC and request Proto Signs CC to reimburse such sum. Subject to confirmation by Proto Signs CC that it has received such overpayment, Proto Signs CC shall reimburse the sum to Customer. Where the repayment of any such sum by Proto Signs CC is subject to an additional charge, Proto Signs CC shall be entitled to deduct the amount of any charge from the sum to be reimbursed.

#### Delivery and Production

10.1. Delivery is based upon the production time taken by Proto Signs CC to manufacture the Products and the delivery time to ship the Products to Customer.

10.2. For areas where the external courier does daily deliveries, Proto Signs CC will ensure that the Products are delivered within 7 working days from completion of production. For all other areas, the delivery will be as soon as possible after Customer's order has been accepted and Proto Signs CC has completed the production of the Products.

10.3. Proto Signs CC will advise Customer of the estimated date when the production of the Products shall be completed.

10.4. Proto Signs CC shall not commence production on the Products until it has received a 75% deposit for the Products and it is in receipt of the final Artwork following the completion of any Standard Artwork Check or Proof.

10.5. Delivery will be completed when Proto Signs CC delivers the Products to the address given by Customer during the order process. If Customer selects their own carrier for delivery, delivery will be completed when Proto Signs CC delivers the Products to Customer's nominated carrier.

10.6. The Products will be at the risk of the Customer from completion of delivery. Customer shall only own the Products once Proto Signs CC has received payment in full for the Products.

10.7. Delivery of the Products shall be performed during normal business hours, being Monday to Friday 7am to 4pm.

10.8. For the avoidance of doubt, Proto Signs CC or The Carrier shall not be liable for any delay in delivery of the Products that is caused by an Event Outside the Control of Proto Signs CC, The Carrier or Customer's failure to provide Proto Signs CC with adequate delivery instructions or any other instructions that are relevant to the supply of the Products

#### Event outside control of Proto Signs CC or Carrier

11.1. Proto Signs CC or The Carrier shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under a Contract that is caused by an Event Outside the Control of Proto Signs CC or Carrier. An Event Outside the Control of Proto Signs CC or Carrier is defined below in condition 11.2.

11.2. An Event Outside the Control of Proto Signs CC or Carrier means any act or event beyond Proto Signs CC or The Carrier's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

11.3. If an Event Outside the Control of Proto Signs CC or The Carrier takes place that affects the performance of Proto Signs CC or The Carrier's obligations under a Contract:

11.3.1. Proto Signs CC will notify Customer as soon as reasonably possible.

#### Warranty

12.1. Where Customer's Products arrive in a damaged or defective condition, or Customer claims the Products are not as described, Customer must notify Proto Signs CC immediately and, in any event, no later than 14 days following delivery of the Products.

12.2. If Customer returns any Products to Proto Signs CC and Proto Signs CC can prove they were not damaged or defective when Customer received them, or are not misdescribed, Proto Signs CC may send back to Customer, claiming the cost of return and no replacement shall be due to Customer.

12.3. For the avoidance of doubt, Proto Signs CC shall not be liable to accept any returned Products from Customer in circumstances where the Product is based on Artwork produced by Customer which fails to comply with the Format Requirements stipulated by Proto Signs CC.

## Communications between Proto Signs CC and Customer

13.1. When these Terms refer to "in writing", this will include e-mail.

## Personal Data

14.1. Proto Signs CC processes personal data in accordance with its Privacy Policy.

14.2. Proto Signs CC will use the personal information provided by Customer to:

14.2.1. Supply the Products,

14.2.2. Process the payment for such Products,

14.3. Save as set out in condition 14.4 below, Proto Signs CC does not pass any personal data to any other third party.

14.4. Proto Signs CC uses a trusted third party to store the personal data it collects. Further details about this processing are set out in the Privacy Policy.

## Force Majeure

- Proto Signs CC shall not be held responsible for delivery or non-delivery of the goods due to Force Majeure as stipulated below.

- Proto Signs CC is not responsible for late or non-delivery in the event of Force Majeure of any contingencies beyond Proto Signs CC's control.

- Either party shall not be held responsible for failure or delay to perform all or any part of this agreement due to natural disasters, war or any other events of force majeure.

## Archiving

Proto Signs CC shall not archive Products belonging to the Customer (including particular data and media) without prior written agreement and upon such payment terms as Proto Signs CC shall in its sole discretion determine. Customer shall be responsible for insuring such archived Products.

## Trademarks / Copyright

The Customer shall indemnify Proto Signs CC against any / all claims, liability, costs losses, damages and expenses arising out of the use by Proto Signs CC of the materials provided to Proto Signs CC by Customer including (without limitation) the Artwork.