



Standard Terms and Conditions

All agreements between Za Group (Pty) Ltd (or one of its divisions), hereafter referred to as "the Company" and _____ hereafter referred to as "the Client", are subject to the following terms and conditions:

1. Quotation: A quotation is a fixed price based on specific and known variables. Quotations are valid for 30 days from date of submission unless subject to conditions beyond the Company's control. The Company may re-quote if Client input materials do not conform to the information on which the original quotation was based.

2. Estimates: An estimate is an approximation representing the Company's best guess as to the time and skill required to complete the work. Estimates are valid for 30 days from date of submission and may be exceeded by 10% before the client is notified and approval sought for the excess.

3. Supplied Materials: Any materials supplied by the Client must be usable by the Company without alteration or repair. The Company, at the Client's cost, may correct items not meeting this requirement. The Company is not responsible for checking the accuracy of the Client's input materials.

4. Charges: Experimental, preliminary or miscellaneous work performed at the Client's request, or to ensure proper outcome of a project, will be charged at the current rate of engagement, even if this work was not included in an estimate or quotation to the Client.

5. Expenses: All out-of-pocket expenses incurred on the Client's behalf will be charged to the Client, even if these were not included in an estimate or quotation to the Client.

6. Alterations & Author's Corrections: Alterations include all work in addition to the original specifications, performed at the Client's request, as well as author's corrections and changes after the first proof. All such work will be charged at the current rate of engagement, even if this was not included in an estimate or quotation to the Client.

7. Rush Charges & Overtime: Express work performed at client's request, resulting in staff having to work overtime, may incur a 25% surcharge.

8. Original Materials: It is the Client's responsibility to maintain copies of original material submitted to the Company.

9. Client's Property: The Company shall not be liable for loss, deterioration or damage to a Client's property unless caused solely by the Company's proved negligence.

10. Copyrights: The Client guarantees that none of the materials supplied are copyrighted by a third party. Because copyright law may still protect subject matter not bearing a copyright notice, the Client recognizes that the absence of such notice does not guarantee a right to reproduce.

11. Subject Matter: The Company may refuse to work with materials believed to infringe upon any law or violate anyone's rights, or are false, misleading, obscene or libelous. Notwithstanding the Company's failure to exercise such right, the Client shall indemnify and hold the Company harmless from any loss, damages or expenses arising out of any resultant claims.

12. Proofs & Changes: The Client is required to comment on, sign and return proofs within three working days, unless otherwise agreed. Delays in returning proofs will result in extended production cycles. Client changes to proofs must be legible and obvious. The Company will not be responsible for undetected errors if proofs are waived or not required by Client, requests for changes are communicated orally, or if work enters final stages of production with Client's approval.

13. Colour Proofing: Because of differences in equipment, materials, inks and other conditions between colour proofing and final production, a reasonable variation between colour proofs and the completed job is acceptable.

14. Printing Materials: Materials supplied by a pre-press agent or a printer, such as film, plates, negatives, or positives, may remain the property of the pre-press agent or printer unless otherwise agreed. Neither pre-press agents nor printers nor the Company will have any liability with regard to the film or plates.

15. Claims: for defects, damages or shortages must be made by the Client, in writing, no later than 10 working days after delivery. If no such claim is made, it is understood that the job is accepted.

16. Over- or Under-runs: of up to 10% on quantities ordered for print are considered acceptable. The Company will bill for actual quantities delivered within this tolerance.

17. Delivery: Prices quoted for printed and manufactured goods are for a single, uninterrupted shipment, without storage. Delivery charges to an address outside Johannesburg are not included in any quotation, unless specified.

18. Ownership: With the exception of film, press plates, and proprietary materials belonging to the printers or to the Company, all final work created on behalf of the Client becomes the Client's property as soon as the bill related to the work is paid for. The Company retains the right to showcase all work produced by it.

19. Deposits: Payment of the required deposit is regarded as an indication of Client's acceptance of the Company's cost estimate / quotation. The amount of this deposit will be deducted from the final bill for the project.

20. Terms: Invoices are payable within seven days of presentation, unless alternative arrangements have been made in advance, in writing. If timely payment is not made, the Client is liable for all finance charges and collection costs. Interest may be charged on all overdue amounts.

21. VAT (Value Added Tax): Prices are given exclusive of VAT. Value added tax required by law is payable by the Client.

22. Liability: The Company's maximum liability, whether for defect, negligence, contract or otherwise, will be limited to the quoted price of goods, without additional liability for specific, individual or consequential damages.

I hereby signify that I have read, understand and agree to the above terms and conditions. Date: _____

Name: _____ Representative Signature: _____