

# STANDARD TERMS AND CONDITIONS OF SALE AND DELIVERY

## PREAMBLE

Whereas the Company has provided a quotation to the Client and the Client, having considered the quotation, has elected to accept same, now therefore the parties agree as follows:

## INTERPRETATION

1. In these Standard Terms and Conditions of Sale and Delivery (hereafter the "terms and conditions"):
  - 1.1. Section headings are for convenience and reference purposes only and shall not be used in the interpretation thereof;
  - 1.2. Unless the context clearly indicates a contrary intention, expressions which denote: any gender shall include the other gender; a natural person shall include an artificial person and vice versa; the singular shall include the plural and vice versa;
  - 1.3. The following expressions shall have the meanings ascribed to them below and cognate expressions shall bear the corresponding meanings:
    - a. "Company" shall mean Cheymaxim Creative (Pty) Ltd, a proprietary limited company with Registration Number 2022/545936/07;
    - b. "Client" shall mean the person/party to whom the quotation is addressed;
    - c. "Agreement" shall mean these terms and conditions and the attached quotation;
    - d. "Day" shall refer to a workday in the Republic of South Africa, excluding recognised public holidays and weekends;
    - e. "Effective date" shall be the date of acceptance of the quotation by signature thereof or by written confirmation of acceptance being transmitted to the Company;
    - f. "Design" shall mean any concept or draft artwork;
    - g. "Work" shall mean the work to be done as described in the quotation accepted by the Client, with such work comprising of design and/or printing work; and
    - h. "Delivery date" shall be the date for delivery of the completed work to the Client which shall take place upon receipt by the Company of the final payment due in terms of section 15 below.

## INTERPRETATION

2. The parties to this agreement are the Company and the Client. In the event that the Client is an entity other than a private individual, or in the event that the Client is a private individual represented herein by a third party, the signatory hereto signing on behalf of the Client warrants that he or she is duly authorised to so appear on behalf of the Client.

## AGREEMENT

3. Prior to the effective date, this agreement represents an offer made exclusively to the client as a bespoke/customised service.
4. By accepting the attached quotation, the Client confirms acceptance of the quotation

and this agreement for the provision by the Company of the work, at the pricing and subject to the conditions reflected in the quotation and these terms and conditions.

5. Accordingly, and from the effective date, the parties agree that:
  - 5.1. The Company shall do the work as described in the quotation at the pricing and subject to the conditions as described in the quotation and these terms and conditions; and
  - 5.2. The Client shall make due and proper payment for the work within the timeframes set forth in section 11 of these terms and conditions accordingly.

## DESCRIPTION OF WORK, VARIATIONS AND UNCOVERED CHARGES

6. The parties to this agreement are the Company and the Client. In the event that the Client is an entity other than a private individual, or in the event that the Client is a private individual represented herein by a third party, the signatory hereto signing on behalf of the Client warrants that he or she is duly authorised to so appear on behalf of the Client.
7. In the event that the Client requests revisions or variations to the work, or in the event that revisions to the work are necessitated, such revisions shall be charged over and above the cost described in the quotation at an additional hourly rate of R1050,00 (One Thousand and Fifty Rand) per hour, with a minimum charge of R525,00 (Five Hundred and Twenty Five Rand) for all such additional work including but not limited to:
  - 7.1. Any revisions to design & layout over and above the two sets of revisions included in the quotation;
  - 7.2. All authors changes (changes to supplied content subsequent to design & layout implementation);
  - 7.3. All changes to HTML work based on approved design & layout;
  - 7.4. Uploads and/or downloads of works, graphics or other materials;
  - 7.5. Manufacturing of any item needed to complete the work but not forming a part of the quoted work;
  - 7.6. Additional versions of designs as contemplated in section 14 below;
  - 7.7. Any other additional work;

8. In the event that the Client requests revisions or variations to the work, or in the event that revisions to the work are necessitated, such revisions shall be charged over and above the cost described in the quotation at an additional hourly rate of R1050,00 (One Thousand and Fifty Rand) per hour, with a minimum charge of R525,00 (Five Hundred and Twenty Five Rand), for all such additional work including but not limited to:
  9. All costs incurred by the Company for additional disbursements such as proof reading, editing and/ or translations, if required and purchase of any stock photographs or other photography costs, will be paid for by the Client, subject to the requirement that approval for such expenses shall first be obtained by the Company from the Client on

a case by case basis. Fluctuations may occur in respect of the pricing of stock photography, which is paid in US dollars, and the Client will similarly be liable for any additional amounts due arising from such fluctuations.

10. The Client agrees to supply the Company with one month's calendar cancellation notice on any recurring work such as monthly retainers, PPC management, website hosting, social media management and any other campaign management.

## PRICE, PAYMENT AND BILLING

11. The price of the work is as specified in the quotation. All prices quoted and referred to herein are exclusive of VAT unless otherwise specified and the Client shall accordingly be liable for VAT payments additionally to the quoted prices.
12. 50% of the price is to be paid to the Company prior to commencing the work, unless otherwise agreed and specified in the quotation, with the balance of the price to be paid upon completion of the work, after final sign off as provided for in section 17 below.
13. Credit terms of a maximum of 30 (Thirty) days can be offered to the Client subject to the requirement that the Client duly fulfils the Credit Application Form and does so before the work commences.
14. Any work not completed within the first 30 days will be invoiced pro rata over however many months it takes to be completed.
15. In the event that Cheymaxim neglects to bill any 3rd party expenses relating to any project, it reserves the right to recuperate all expenses incurred to a maximum of 6 months prior to discovery if the service/s were instructed, used by or is still in use by the Client.
16. The granting of credit by Cheymaxim is exclusively applicable to our in-house, digitally-based services. This provision is limited strictly to the professional services executed directly by our team, which include but are not limited to website design and development, digital marketing, search engine optimization, graphic design, content creation, and other related digital services.
17. Any services, items, or goods that Cheymaxim is required to purchase, or any third-party services that we contract on behalf of our clients, are expressly excluded from our credit offerings. These excluded items or services include, but are not limited to, outsourced printing services, digital advertising spends, web costs (such as Google Ads, Facebook Ads, hosting, stock images, or other online advertising platforms), and any other ancillary or third-party services or items.
18. In the case of these excluded services or items, we require upfront payment from our clients. The costs for such items or services will be clearly outlined and communicated to the client for their approval before any purchases are made or services are engaged on the Client's behalf.
19. By agreeing to these terms and conditions, the Client acknowledges and agrees to these terms, recognizing that any and all purchases of items or third-party services required in the provision of our services will need to be paid

upfront, and cannot be included in the credit arrangement.

20. Completing and submitting a credit application does not guarantee or automatically confer the approval or provision of credit from Cheymaxim. The decision to grant credit, as well as the terms and extent of such credit, is solely at the discretion of Cheymaxim.
21. Cheymaxim reserves the right to review and evaluate the creditworthiness of the applicant based on the information provided in this application, as well as any other information that we deem necessary for the credit evaluation process. This may include but is not limited to credit checks, financial statement analyses, and business performance assessments.
22. The applicant will be notified of Cheymaxim's decision on whether to grant credit and the terms thereof, after the completion of our review process. The applicant understands and agrees that Cheymaxim has no obligation to provide reasons or justifications should the credit application be declined.
23. By submitting this application, the applicant acknowledges and agrees to these terms, recognizing that credit provision is not guaranteed and is determined at the sole discretion of Cheymaxim.
24. All credit accounts with Cheymaxim are subject to a maximum 30-day payment term from the date of invoice. Payment for services provided must be made within this stipulated time frame. Credit is only granted for services and excludes all third-party payments and goods purchased. This includes but is not limited to: Ad Spend costs, plugins, hosting, stock images, and the like.
25. If the account becomes overdue and exceeds the 30-day payment term more than twice within a consecutive six-month period, Cheymaxim will place the account on a Cash-on-Delivery (COD) basis for all future transactions until the account is brought up to date, and payment diligence has been re-established.
26. The Client agrees to provide accurate and up-to-date information, including contact details, billing addresses, and authorized personnel for the credit account. Any changes to this information must be promptly communicated to Cheymaxim.
27. Cheymaxim reserves the right to terminate the credit facility at any time without prior notice if the Client fails to adhere to the terms and conditions outlined herein or displays signs of financial instability.

## **DELIVERY AND INTELLECTUAL PROPERTY**

28. During the period of completion of the work, draft designs and/or prints will be provided to the Client for review, commentary and ultimately acceptance. In the case of design work, should the first option be unacceptable to the Client, a second draft version will be prepared by the Company. Once the draft designs and/or prints are accepted, it will be deemed that the work has been finally signed off and delivery is to follow.
29. All design work will be delivered to the Client within 48 (Forty Eight) hours from which the Company receives the final balance due on the price, and shall be delivered by the provision to the Client of press-ready PDF

file(s) via Google Drive, or in the event of websites and email campaigns, the publishing or distribution thereof as may have been agreed.

30. Notwithstanding the foregoing, all intellectual property associated with the design work will reside with and remain the sole and exclusive property of the Company until such point as the Company has received full payment of the quoted price as well as any amounts added thereto in terms of sections 7 - 9 above.
31. All print work will be delivered to the Client within 7 (Seven) days from the date upon which the Company receives the final balance due on the price and the Client has signed off on a final proof or acknowledged approval via email, or other written method of communication.
32. Dates specified for delivery in terms of the quotation are subject to timely receipt of all relevant brief information from the Client and shall in any event be treated as approximate dates only, with the express result that the Client shall not have any claim of whatever nature against the Company arising from any minor delay in delivery.

## **BREACH**

33. Should the Client breach any of its obligations in terms of this agreement and persist in such breach for a period of 7 (Seven) days after written notice will have been given to it by the Company, the Company shall be entitled without prejudice to any rights which it may have in terms hereof or at law to:
  - 33.1. An order for specific performance and claim damages; or
  - 33.2. Cancel this agreement and claim damages.
34. Without prejudice to any of the Company's rights, should the Client fail to pay any amount which may become due by it on the due date in terms of this agreement, such overdue amount shall bear interest at the rate of 15.5% (Fifteen and One Half Percent) from the due date of payment to the actual date of payment, both dates includes.
35. All costs, charges and expenses of whatsoever nature which may be incurred by the Company in enforcing its rights in terms of this agreement including, without limitation, legal costs on the scale as between attorney and client, Sheriff's fees and collection commission, irrespective of whether any action has been instituted, shall be recoverable from the Client.

## **EXCLUSION OF LIABILITY**

36. The Company shall not be held liable for loss incurred by the Client due to damage to print or other products caused during delivery or courier of such products.
37. The Company shall not be held liable for loss incurred by the Client resulting from faulty or incorrect printing where such printing was not managed or done by the Company.

## **GENERAL**

38. The Company shall not be liable to the Client for any failure to perform in terms of its obligations due in terms of this agreement due to any circumstance beyond its control (including, without limitation, strikes, delays caused by any manufacture of goods or

shipping agent, riots, civil unrest, war activity, embargo, fire, explosion, flood or natural causes) and in such event the Company may elect by written notice to cancel any agreement with the Client or elect that the time for performance shall be extended until such time as the Company can reasonably effect performance.

39. Any dispute in connection with this agreement as well as any question regarding its interpretation, application and/or termination shall be governed by and subject to determination in terms of the law of South Africa.
40. This agreement shall constitute the whole of the agreement between the Company and the Client and shall supersede all prior quotations whether oral or in writing.
41. Any representation, express or implied term, warranty, or promise shall bind none of the parties if not recorded herein or reduced to writing and signed by the parties or their representatives.
42. No addition to, variation, or agreed cancellation of this agreement hereto shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties. No indulgence, which either party may grant to the other, shall constitute a waiver of any of the rights of the grantor.