

1. DEFINITIONS

- 1.1. Frikkie Produksie means Frikkie Produksie (Pty) Ltd with its principal place of business situated at 786 Frederika Street, Rietfontein, Pretoria.
- 1.2. The Customer means the person, entity, trust, body or company that Frikkie Produksie is and will be supplying products and/or services to, either currently or in future.

2. TERMS AND CONDITIONS

These Terms and Conditions apply to all products provided and services rendered by Frikkie Produksie. All work is carried out by Frikkie Produksie on the basis of these terms and conditions. Frikkie Produksie reserves the right to amend the Terms and Conditions at any time and without prior notice and the Customer's continued use of Frikkie Produksie's services following any such modification constitutes the Customer's acceptance of those modified Terms and Conditions.

3. THE CUSTOMER'S DUTIES AND RESPONSIBILITIES

- 3.1. To prepare a clear brief for required project, with all the requirements expressly specified.
- 3.2. To furnish sufficient input to Frikkie Produksie on the detail of the specification of the project or task to enable Frikkie Produksie to complete same.
- 3.3. To agree that any changes made after deadline dates or acceptance may lead to increased costs, based on additional time spent and material costs incurred.
- 3.4. The Customer shall be solely responsible for providing Frikkie Produksie with all necessary information in connection with its goods / services and Frikkie Produksie shall not be responsible for any shortcomings in such information.
- 3.5. To effect payment of any deposit required, as well as full payment for the products / services rendered timeously.


4. QUOTATIONS

- 4.1. Quotations furnished are an estimate and are not binding on Frikkie Produksie in the event of increased material costs or additional design required.
- 4.2. The Customer shall be responsible for any increases in Frikkie Produksie's costs as a result of any amendments of the design, instructions furnished or the material to be used either directly or indirectly after the date of the quotation given by Frikkie Produksie, and for any increase in costs by way of overtime charges if the time and date for completing a project is brought forward by the Customer either directly or indirectly.
- 4.3. Quotations remain valid for a period of seven (7) days from the date of quotation, unless otherwise specified.

5. DESIGN CHARGES, DEPOSIT AND PAYMENT

- 5.1. Frikkie Produksie requires payment of the full amount upfront and no work will commence until the relevant proof of payment is received.
- 5.2. Depending on the nature of the products and / or services to be rendered, Frikkie Produksie may agree in writing to payment of a partial deposit before commencing with the work. Any deposit will be payable immediately and work will not commence until the relevant proof of payment of the required deposit is received.
- 5.3. An estimate of the charges for design services to be provided by Frikkie Produksie will be set out in the written quotation that is provided to the Customer.
- 5.4. Any initial design charge will include a limit of three amendments to the original design.

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- 5.5. Should the Customer require further amendments or changes in the design, same will be subject to an additional design fee based on the time spent.
 - 5.6. Any changes performed after approval may result in a revised quotation being submitted to the Customer i.e. Customer's corrections, faulty material charges will be billed in addition unless specifically included in the quotation.
 - 5.7. Expenses such as photography and prints, reproduction and printing, bulk postage, photo stock images, advertising and advertorial costs, font files, translations, packaging and the like, if not expressly stated as included in the quotation, are not included in the fees and will be billed separately.
 - 5.8. Should the required services in respect of the design and set-up exceed a reasonable time due to substantial amended instructions by the Customer, same will be charged at an hourly rate. Frikkie Produksie shall at all times advise the Customer on excess hours and when this applies.
 - 5.9. Delivery of goods and release of services rendered by Frikkie Produksie on behalf of the Customer, will not take place before payment has been received in full.
 - 5.10. All queries regarding invoices should be brought to the attention of Frikkie Produksie within 7 calendar days of receipt of invoice.

6. ARTWORK / DATA FORMAT

- 6.1 The Customer agrees to Frikkie Produksie's requirements for acceptable means of supplying artwork / data to Frikkie Produksie.
- 6.2 Artwork which is supplied in an electronic format, must be provided in a format as prescribed by Frikkie Produksie.
- 6.3 Artwork must as far as possible be furnished in the format of the program it was designed in, as well as in a high quality PDF format.
- 6.4 Images must be of a quality suitable for use without any subsequent image processing, and Frikkie Produksie will not be held responsible for any resultant image quality. Frikkie Produksie cannot be held responsible for the quality of any images which the Customer wishes to be scanned from printed materials.
- 6.5 The pantone / RGB / CMYK colour codes must be furnished in order to ensure correctness of colour, with the understanding that the same colour codes may appear slightly different on different print formats and materials.
- 6.6 Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.
- 6.7 Frikkie Produksie reserves its right to prescribe specific and additional requirements in respect of the manner in which the artwork is to be supplied, on a case-by-case basis.
- 6.8 Where artwork is supplied by the Customer, responsibility will not be accepted for imperfect work caused by defects in the supply, format or specification. This includes any incompatibility or defects caused by differing software versions and / or conflicting operating systems.
- 6.9 Free or trial versions of design platforms like Canva are limited and not reliable for commercial use. Artwork may appear correct if displayed on a screen, however, the final product might not match the electronic display. Frikkie Produksie does not take responsibility for fonts; quality or transparency issues for artwork created with the free Canva version.
- 6.10 Frikkie Produksie prepares and checks all work for reproduction as carefully as possible. However, Frikkie Produksie does not accept responsibility for any errors caused by the Customer or suppliers once a design has been approved for print or production.
- 6.11 Frikkie Produksie is not required to have insurance to cover any damage or loss to the Customer's artwork.

7. SUB-CONTRACTING

Frikkie Produksie is entitled to sub-contract any work to any third parties as it deems fit. Frikkie Produksie shall not be responsible to the Customer for any delays occasioned by a sub-contractor failing to meet

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deadlines imposed upon it by Frikkie Produksie for completion of any job, for any reason outside the direct control of Frikkie Produksie.

8. DESIGN PROJECT DURATION AND COMPLETION

- 8.1. Any indication given by Frikkie Produksie of a design project's duration is to be considered by the Customer to be an estimation. Frikkie Produksie cannot be held responsible for any project over-runs, whatever the cause.
- 8.2. Estimated project duration should be deemed to be from the date that both full payment, alternatively payment of the deposit as required in the quotation, is received, as well as approval of the design is received.

9. PERFORMANCE, DELIVERY OR COLLECTION

- 9.1. Unless otherwise agreed in writing, all times furnished for performance or delivery or availability for collection are given in good faith but are not guaranteed by Frikkie Produksie.
- 9.2. The time for performance or delivery or availability for collection shall in every case be dependent upon prompt receipt of all necessary information, final instructions and approvals from the Customer, as well as timeous receipt of payment. Any amendments of instructions by the Customer may result in delayed performance, delivery and/or availability for collection for which Frikkie Produksie shall bear no liability.
- 9.3. If the Customer (or the intended recipient) fails to take delivery on the agreed date or to collect on the agreed collection date, or within a reasonable time, Frikkie Produksie shall be under no liability in respect of any loss or damage occurring seven (7) calendar days from confirmation of the order being ready for collection.

10. PRINT PROOFING POLICY

- 10.1. An approval to send an order to print is confirmation that the Customer has reviewed the proofs / product completely, agree that all content in the approval sheet is correct, and hereby release Frikkie Produksie from liability of any content errors that should be discovered after production begins.
- 10.2. Proofing is an important step. Whether the Customer has submitted its own artwork or Frikkie Produksie creates same, it is the Customer's responsibility to check for any errors prior to printing. The Customer warrants that it is satisfied with the final product as is upon acceptance of an approval sheet, including but not limited to spelling, phone numbers, barcodes, fonts, placement, colour, quantity, finishing and all other details.
- 10.3. To limit any possible errors in artwork, designs will not go to production until they have been approved by the Customer. Frikkie Produksie will not be held responsible for errors if the Customer misses something in the proof.
- 10.4. Electronic proofs represent the image, colour and text placement as closely as possible, but is not an exact representation of the final product. Frikkie Produksie is not responsible for variances in final printed colours.

11. COPYRIGHT AND TRADEMARKS

- 11.1. Copyright is retained by Frikkie Produksie on all design work including words, pictures, ideas, visuals and illustrations unless agreed otherwise agreed to in writing.
- 11.2. By supplying artwork and other data to Frikkie Produksie for reproduction or publishing, the Customer declares that it holds the all the appropriate copyright and / or trademark permissions. The ownership of such materials will remain with the Customer, or rightful copyright or trademark owner.
- 11.3. Should Frikkie Produksie, or the Customer supply an artwork or data for reproduction, exhibitions, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the Customer agrees to allow Frikkie Produksie to recall / remove and / or replace the products / artwork immediately.
- 11.4. The Customer fully indemnifies and hold Frikkie Produksie, its employees and suppliers free from all harm in any and all claims arising out of or related to copyright or trademark infringement or royalty issues resulting from images provided by the Customer.



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12. INDEMNITIES AND DISCLAIMERS

- 12.1. The Customer indemnifies Frikkie Produksie in respect of all financial liability arising out of any claims made against Frikkie Produksie alleging infringement of any intellectual property rights if such claim arises from the use of information, inventions, ideas, designs, artwork, copy or other material provided by The Customer.
- 12.2. Frikkie Produksie reserves the right to defer the date of delivery or to cancel any delivery of the products by giving notice in writing to the Customer, if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Frikkie Produksie including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
- 12.3. If Frikkie Produksie is unable to deliver the products within a reasonable period after giving notice as stated above, the Customer shall be entitled to give notice in writing to Frikkie Produksie to cancel the affected order, without liability to Frikkie Produksie.
- 12.4. Frikkie Produksie makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Frikkie Produksie will not be held responsible for any and all damages resulting from products and/or services it supplies. Frikkie Produksie is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure.
- 12.5. The Customer agrees that any claim against Frikkie Produksie shall be limited to a maximum of the relevant fee(s) paid to Frikkie Produksie by The Customer.
- 12.6. All pricing on Frikkie Produksie's website and / or social media accounts are subject to availability of the products and may be amended without prior notice, subject thereto that the pricing of products on special promotion shall remain unchanged for the duration of the special promotion as indicated.

13. REPLACEMENT PRODUCTS AND REFUNDS

- 13.1. Should Frikkie Produksie supply the incorrect product or if the product supplied is damaged or faulty, Frikkie Produksie shall exchange the product, provided that the damaged or incorrect unit is returned in its original packaging within five (5) business days of collection of the product from Frikkie Produksie.
- 13.2. Frikkie Produksie will replace any damaged or faulty product or an incorrect product within a reasonable amount of time. In the case of refunds, any monies due to the Customer will be paid back into the Customer's nominated bank account in due course.
- 13.3. Frikkie Produksie will not replace or refund any products damaged after collection by the Customer or its agent / nominee.

14. DEFAULT

- 14.1. An account shall be considered in default if it remains unpaid for 30 calendar days from the date of the invoice.
- 14.2. Without prejudice to any other rights or remedies in law, Frikkie Produksie shall be entitled to cancel forthwith any order, should the Customer breach any of its duties or obligations.
- 14.3. The Customer will be liable for all legal fees incurred by Frikkie Produksie resulting from non-payment, late payment, or any other breach by the Customer, on an Attorney and own client scale.

15. DESIGN CREDITS

- 15.1. Frikkie Produksie may place a small credit on printed material, advertisements and / or a link to Frikkie Produksie's own website on the product(s). This will usually be in the form of a small logo or line of text located at an agreed upon position with written consent by the Customer.
- 15.2. The Customer also agrees to allow Frikkie Produksie to place designs on Frikkie Produksie's own website and social media for demonstration purposes and to use any designs in its own publicity.

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16. RISK AND OWNERSHIP

- 16.1. Subject to the remainder of these Terms and Conditions, risk in the products shall pass to the Customer upon collection of the products from Frikkie Produksie; alternatively, 7 days from confirmation that the order is ready for collection, whichever occurs first.
- 16.2. Until payment is received in full for any goods sold, ownership in the products shall remain with Frikkie Produksie and products already delivered to the Customer shall be returned and / or surrendered to Frikkie Produksie immediately following receipt of a default notice from Frikkie Produksie.

17. RIGHT OF REFUSAL

- 17.1. Frikkie Produksie will not include in its designs, any text, images or other data which it deems to be inappropriate, immoral, offensive, obscene or illegal.
- 17.2. Frikkie Produksie also reserves the right to refuse to process submitted artwork without giving reason.
- 17.3. Upon being informed by Frikkie Produksie that any images and / or data contravenes these Terms and Conditions, the customer is obliged to remove such images and / or data immediately from any electronic or physical platform where same is available and to destroy same. Frikkie Produksie is to be held in no way responsible for any such data being used in any manner.

18. TERMINATION

- 18.1. Any cancellation must be in writing and must be sent or delivered to Frikkie Produksie and shall be deemed effective only as at the date received by Frikkie Produksie.
- 18.2. Cancellation after materials have been purchased or work having commenced will include a recalculation of the fees based on the materials acquired and the amount of work already done.
- 18.3. All ideas, designs, concepts, original compositions, finished advertisements, and all other works and material prepared or acquired by Frikkie Produksie will be assigned and given to the Customer after termination of contract and upon full settlement of all payments due to Frikkie Produksie.
- 18.4. Deposits or parts thereof shall be non-refundable after the procurement of materials, commencement of the design process or services, based on expenses already incurred and time already spent by Frikkie Produksie.

19. PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

The Client hereby gives its consent to Frikkie Produksie to collect and process any personal and special personal information furnished, in compliance with the Protection of Personal Information Act 4 of 2013.

20. GENERAL

- 20.1. All matters related to these Terms and Conditions, or any agreement between Frikkie Produksie and the Customer, shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 20.2. If any provision of these Terms and Conditions is unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of the remaining terms.
- 20.3. These Terms and Conditions, read together with the quotation / invoice and approval sheet, constitutes the whole agreement between the parties.
- 20.4. Any indulgence granted by Frikkie Produksie to the Customer shall not be construed as a waiver or variation of any of Frikkie Produksie's rights or remedies.

