

ADAMS RIB TERMS AND CONDITIONS:

COMMENCEMENT AND DURATION

This agreement shall commence on the date of last signature and endure indefinitely or until receipt of payment from the client for creative concepts and production executed as commissioned.

1. PAYMENT

1.1 An amount of 50% of the signed quotation amount is payable on signature hereof into the bank account of the agency of which the details follow:

ABSA Bank, Paarl Branch 33421, Account Number: 4066 3490 82

1.2 Confirmation of payment must take place by way of sending such confirmation by electronic mail to the following electronic mail address: accounts@adamsrib.co.za

1.3. All projects are to be completed within a 60 day cycle. In the case of ongoing projects terms can be arranged and agreed upon in writing.

1.4 If projects are suspended for more than 30 days work to date is to be settled in full.

1.5 The balance is payable fully upon delivery.

2. 30-DAY PAYMENT TERMS

2.1 30 day payment from date of statement may be granted on condition that the client have successfully filled in an agency credit application form.

2.2 Should the 30 days lapse without payment, the agency will add 10% compounding interest per month to the amount still outstanding.

3 . QUOTATIONS

3.1 Quotations will indicate amounts to be paid for creative concepts and production separately.

3.2 The amount quoted on production costs includes disbursements only plus a fee for handling, plus supervision by the agency plus finished art and make-ready.

4. BRIEFS AND SUBJECTIVE REASONING:

4.1 A creative brief must be agreed upon prior to commencement of any project and signed by the client.

Should one not exist then the signed minutes of the meeting will constitute a brief.

4.2 Creative work shall not be produced to determine a client's brief. The brief needs to be fully explored by client and understood by the agency before work can commence.

Within the written quotation the agency may include several different executions.

4.3 Creative work may not be rejected where it complies with the creative brief as agreed upon in 4.1. Such rejection will result in a rejection fee of up to 75% of the original signed quotation.

4.4 Creative brainstorming sessions with clients will be charged at R350 per hour, as the agency supplies creative ideas and thoughts.

4.4 Any quote signed off and agreed on by client must be paid in full. A cancellation fee is applicable to pay any cost acquired by the institution / supplier involved if client cancels the order.

5. MATERIALS SUPPLIED BY CLIENT

Materials required from the client for execution of production must be in a programme form compatible with final finished art material and will include but not be limited to logo's, artistic works, photography and complete edited spell checked copies. If quality is deemed too poor for usage, and the agency is required to retouch, amend, enhance or re-create, it will be charged to client as an additional cost @ R 650.00 per hour excluding of VAT.

6. PRODUCTIONS

6.1 All productions will be executed by the agency's appointed supplier in the case where the client has his/her own supplier, final artwork will be supplied on disk.

6.2 In the event of AdamsRib making use of sub-contractors for work to be performed for the Client, AdamsRib does not guarantee the workmanship or quality of the product or component produced by the sub-contractor. The Client shall be entitled to the benefit of any guarantee of warranty given by the sub-contractor and relieves and indemnifies AdamsRib in respect of any liability in respect thereof.

7. AMENDMENTS, CORRECTIONS AND ADDITIONS

Any amendments or additions (authors corrections), made either to creative concepts, or production after the accepted quotations for these elements, will result in further fees calculated at R650.00 (excluding of VAT) per hour actual time spend on such amendments, or additions made and may include but not be limited to travel and accommodation fees and disbursements and consultations.

8. PRODUCTION MATERIAL

Production material stored or fixated on compact disks or other devices are created by the computer programs of the agency but the agency is not liable for any malfunction of such disks or devices resulting in the material so stored not being retrieved as stored or fixated originally.

9. DATA MATERIAL

The material of data in which productions are stored or fixated will be deemed in perfect working condition unless any complaints pertaining to the material be made in writing to the agency and be in agency possession within 48 hours from delivery time.

10. INDEMNITY

The agency accepts no liability for work delivered by agency appointed suppliers for projects that are deficient in any way possible i.e.

damaged or short of specified quantity and other. The delivery agent's and/or client responsibility is to examine and make sure they sign with the agency appointed supplier that the delivery is in order.

The agency accepts no liability for work delivered after the client has signed off the final proof, either on the proof / via email.

The client is responsible for final sign off. Client cannot reject final printed product (spelling errors etc) after sign off of proof.

The agency is not responsible for archiving of material (on disc or printed format)

11. COPYRIGHT

11.1 The ownership of the copyright in the work produced by the agency pursuant to the instruction by the client, shall vest in the agency and the client

shall enjoy no rights under the copyright in the work save as may be specifically granted to the client by the agency.

11.2 The agency will reserve the right to enter any creative work for competition purposes and will retain the right to showcase the work as part of the agency creative portfolio. The client hereby consents thereto.

12. AGENCY CONTACT REPORTS

When agency takes minutes and writes a contact report to a client – the content may be amended by the client within 24hours if the contents are either

incorrect or misinterpreted. Thereafter they will form a contract that is legally binding to their contents and agreements.

13. OVERSIGHTS

The Agency will insist on a final signed off proof / or minutes electronic mail / or documented verbal go-ahead before proceeding to production.

If changes are made thereafter, the costs incurred for agency and production time, and expenses, will be charged to client @ R700.00 per hour (excluding of VAT) plus costs.

14. BREACH

Non compliance by the client of any of the stipulations set out above will constitute a fundamental breach of the contract and will entitle the agency to cancel the agreement and pursue it's available remedies under Contract Law.

15. RECOVERY COSTS

In the event of the agency having to institute legal action against the client due to breach of these terms the client will be liable for the agency's full legal cost so incurred to recover the full costs plus interest.

16. DOMICILIUM

For the purposes of this Agreement, the parties hereby choose domicilium citandi et executandi at their respective addresses as stipulated on the quotation signed by the client.

Electronic Payment is the preferred method of payment receipt.

The clients acceptance of the quotation automatically acknowledges acceptance of these terms and conditions.

17. CONTINUING COVERING SURETYSHIP

17.1 The person signing this application on behalf of the Client:

17.1.1 by his/her signature hereto warrants that he/she has the necessary authority to do so;

17.1.2 hereby binds him/herself in his/her private and individual capacity as security for and co-principal debtor with the Client in favour of the Company for the due performance of any obligation of the Client and for the payment to the Company by the Client of any amounts which may now or at any time be or become owed to the Company by the Client.

17.1.3 understands that his/her liability for amounts owing by the Client to the Company is not limited by any credit limit granted by the Company to the Client;

17.1.4 Acknowledges and understands that as surety and co-principal debtor, he/she waives and renounces the benefits to which he/she may be entitled

to arising from the legal exceptions including, but not limited, to:

17.1.4.1 Excussion – the right to require the Company to proceed against the Client for payment of any debt owing to the Company before proceedings against the surety;

17.1.4.2 Cession of action – right to require the Company to give cession of the action for payment of debts to the surety before any action against the surety may be taken;

17.1.4.3 The benefits of simultaneous citation and division of debt – the right of a co-surety to be liable only for his pro rata share of the principal debt;

17.1.4.4 The right to accounting from the Company.

17.2 This suretyship is given as a continuing covering surety for the present and future obligations of the Client to the Company.