### **Terms and Conditions:**

### 1. Payment Terms:

## 1.1. 80% deposit on issue of invoice and balance of 20% payable on buildup/handover

- 1.1.1.Unless otherwise requested in writing and notified before Tax Invoice has been sent, our payment terms are Strictly 80% deposit and 20% balance on handover/ buildup
- 1.1.2.Deposits are non-refundable

## 2. Ownership:

- 2.1. Ownership in and to the goods delivered by Synergy Design to the Customer vests in Synergy Design until full payment hereof has been made by the customer and shall only pass on full payment being received by Synergy Design.
- 2.2. Unless otherwise stipulated, all items are for rental.

## 3. Manufacturing of Customer Goods and Additional Requests.

- 3.1. Synergy Design and their employees with manufacture exactly as to the most recent design that has either been sent or shared, including sizes, dimensions and measurements either given or provided.
- 3.2. Any additional elements that the customer requests once the final design has been sent and or received including what is stipulated on the Tax Invoice will occur additional costs.

## 4. Design:

- 4.1. The first initial design compiled by Synergy Design for their customer is free of charge with up to the maximum on two changes. Three or more changes to a new or existing design will be charged at a rate of R550.00 ex vat per hour for design time.
- 4.2. All designs created by Synergy Design and their employees are copyright protected and remain the property of Synergy Design.
- 4.3. The information contained in this quote or invoice and the related drawings/ designs are confidential. They may not be forwarded or disclosed in any part to any person or entity who is not an owner or employee of the company to which this invoice or quote is addressed, without written permission from Synergy Design.

#### 5. Artwork:

- 5.1. Synergy Design and their employees are unable to create artwork therefore we require artwork to be shared with the relevant employee in a high resolution, to size and PDF or similar format at least one full week before build-up/installation is to take place.
- 5.2. It is the customers responsibility to ensure artwork is, sent timelessly, has been spell checked and is in a high-resolution format.
- 5.3. Synergy Design will print "as is", when artwork is received.
- 5.4. If changes are required to artwork that has already been received and printed, there will be an additional fee for reprints.

#### 6. Pantones:

- 6.1. Pantones are required for vinyl printing, spray painting and roller painting. Each method will have a slight outcome/change in colour when a pantone is specified.
- 6.2. Synergy Design and their employees are not liable for any colour differences when applying the three methods above with a pantone.
- 6.3. It is the customers responsibility to provide accurate pantones.

# 7. Supply of 3<sup>rd</sup> Party Goods and Services:

- 7.1. As much as Synergy Design and its employees try to provide everything, there are some instances where we are unable to do so such as, but not limited to, Construction Materials, Furniture Hire, AV Hire, Carpets, Electrical Distribution Boards, Catering, Promotional Staff and Supply of Services (Water),
- 7.2. In the instance where Synergy Design has to outsource to a 3<sup>rd</sup> party to provide goods or services, Synergy Design and their employees will source these at the best possible price as well as project manage these Goods and Services.
- 7.3. Synergy Design is not liable for any defects and or poor services of these said "Goods and Services"

### 8. Storage:

- 8.1. Synergy Design is not responsible for any storage of their customers goods whatsoever unless requested in writing to do so.
- 8.2. Synergy Design is able to provide storage at an additional fee depending on size and duration upon request.
- 8.3. Synergy Design and their employees are not responsible for any damages to their customers goods placed into storage, including, whilst in transit to and from storage.

# 9. Strikes, Protests, Acts of Nature & Loadshedding:

- 9.1. Synergy Design and their employees are not responsible for any delay and or damage in the manufacturing, delivery and or setup of their customers goods should any Strike, Protest, Act of Nature and or Loadshedding occur.
- 9.2. Synergy Design and their employees will do their utmost to ensure this does not interfere with the general operations of Synergy Design and will endure to inform their customers of any such delay and or damage.

# 10. Transport and Good in Transit:

- 10.1. Synergy Design and their employees are no responsible for their customers goods should any damages occur whilst in transit to and from Synergy Designs' registered address which are not of direct fault of Synergy Design and their employees.
- 10.2. Synergy Design will ensure all goods are packed/wrapped correctly and secured correctly in or on any vehicle or transportation method.

#### 11. Insurance:

- 11.1. Synergy Design has the below insurance cover and is able to provide confirmation of such insurance upon request.
  - 11.1.1. Goods in Transit Insurance.
    - 11.1.1.1. Synergy Design has Goods in Transit Insurance in place should any incident occur whilst goods are in transit to and from our registered address. Should an incident occur, our selected insurance providers will assess the damages and if at no fault by Synergy Design and or their employees, our selected insurance provider will provide a fair replacement evaluation of such goods to the maximum of R100 000.00 ZAR.
- 11.2. Fully Comprehensive Vehicle Insurance
  - 11.2.1. All of Synergy Designs vehicles have fully comprehensive insurance
- 11.3. Public Liability Insurance
- 11.4. General and Tenants Liability R2 500 000.00 ZAR
- 11.5. CUP Liability R25 000 000.00 ZAR
- 11.6. Workman's Compensation
- 11.7. Building and Contents Insurance