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Clear Design Terms and Conditions

Product Pricing

- All quotes written, or verbal are QUOTE ESTIMATES based on initial information received.
- Any changes in Product Design, quantity, extras or additions including overtime work will necessitate a review of the initial cost estimate and subsequent quotation.
- All prices quoted are trade prices. Discounts are only offered on order volumes of 1000 units or more.
- All prices quoted **exclude 15% VAT**. Unless stated otherwise.
- All prices quoted **include basic packaging** unless confirmed in writing on request for special packaging request such as individual box packing, shipping crate & pallet packing
- Quotes are valid for 30 days from date of issued.
- All prices are subject to change without notice such as variation in rate of exchange, import duties, taxes, plus materials cost variations, from date of initial estimate to date of order confirmation.
- Discounts are not available on modified or customized products.
- A small confirmed order is subject to a minimum production set up Fee of R 1500.00 + vat
- A Small confirmed printing order is subject to a minimum printing and set up Fee of R 500.00+VAT.
- A small confirmed CNC cutting order is subject to a minimum cutting and set up fee of R 500.00 +vat
- Client to confirm all relevant information so that an accurate costing can be confirmed. Please supply detailed sketched drawings, or if available, computer added drawing files in DFX or AI format, plus a Photograph or sample of product if available.
- From date of initial estimate quotation Clear Design will not be responsible for delivery of materials that have been removed from our manufactures supply package at short notice, together with any consequential liability.

Sample costing

- Samples are billed at the cost for producing a single unit or will be subject to the minimum production and print set up Fee as defined above.
Whichever is the greater value will apply in determining the product sample costing.
- If requested, Pre-production samples, and or Product drawings will only be supplied to clients on confirmation of order payment.
- Should **no design changes** be required to the requested pre-production sample duly received from Clear Design for approval and sign off, then the sample will be included as part of the order and client will not be charged for the sample.
- Any requested changes to the first pre-production sample received from Clear Design will necessitate that this first sample be charged for at the selling price of a production unit, as this first sample cannot be regarded as part of the production Order.

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Sample testing and evaluation

- Clear Design welcomes the opportunity to assist clients with the design and evaluation of samples on order to meet their display requirements.
- Although this option could prove to be both costly and time consuming, it is an option worth considering in ensuring a quality product, prior to final order confirmation and comes from Clear Design's many years of experience working closely with clients in supplying quality products.
- Even with sample testing and evaluation there are various unknown factors that may affect displays over a period such as wear & tare on basic display unit materials, plus changes and improvements to both products and display quality.
- Clear Design advises that it does not provide any form of guarantee or replacement policy pertaining to the cost of first generation display units.
- Any changes are quoted and treated as a new product design, replacing the old existing design.

Placement of order

- We require written confirmation for your order together with all your invoicing details needed to be included on your invoice from Clear Design.
- On receipt of your Order confirmation (Company Order No.) together with a copy of Clear Design's quotation acceptance duly signed, Clear Design will issue an invoice for due payment.
- No order will be processed until full payment is received.
- If any special packing instructions together with shipping details are required, this must be confirmed at time of order confirmation with Clear Design. This is needed to ensure all relevant arrangements are made for compliance to your request, plus confirmation of any associated additional costing.
- Clear Design operates on a first come first served basis. Please place your order timeously in order to meet your deadlines.
- No Goods may be returned to Clear Design as products are made to order.
It is the client's responsibility to ensure product requirements are correct prior to manufacturing together with the safe receipt of completed products.
- Working hours are from 8:00am to 4:30 pm Monday to Thursdays and 8:00am to 4:00 pm on Fridays.
- Clear Design is a manufacturing company and does not offer installation services.

Order Confirmation / Acknowledgement

- Clear Design will send a confirmation email for all received orders together with Tax Invoice for due payment, prior to release of Works order into production.
- If required Clear Design will send through drawings for approval and sign off after receipt of payment. On large orders, arrangements for the approval and sign-off of a pre-production sample will be made prior completing the order balance.
- Delivery and completion dates are estimated at time of order placement. Unexpected delays do happen from time to time in a manufacturing environment. Clear Design shall endeavour to maintain delivery times but will not accept liability and responsibility for delays beyond their control, such as availability of manufacturer's material, power failure, labour strikes.
- Any changes to the design of a product after an order has been confirmed / gone into production, or cancelled, in whole or in part, must be confirmed in writing.
Any associated cost already incurred, or additional costs resulting from these changes will be accrued for the clients account.
- It must be noted that changes to the design of a product may result in a delay in associated manufacturing delivery times.

Payment

- Clear Design accepts payment via EFT- internet transfer or cash.
- No order will be processed until full payment is received.
- Any changes to payment terms will not be entertained, **unless agreed by all parties and confirmed in writing** prior to placement of order.
- **All material and Products remain the property** of Clear Design until paid in full.

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Packaging

- Clear Design will automatically package products in bubble wrap, plastic bags or in a cardboard box to allow for ease of handling when collecting. Please be aware that this basic packaging is not correct for shipping with Courier companies.
- Special packaging will be provided on request from Clients at the time of order placement. Any associated additional cost will be confirmed in a final invoice.
- Double walled cardboard boxes will be used to package bubble wrapped items including the use of polystyrene for additional protection, when needed.
- For Safety all packaged items will be labelled -

**FRAGILE - HANDLE WITH CARE -
DO NOT DOUBLE STACK**

Product Storage & Handling

- Clear Design is a custom manufacturer with limited space for the storage of finished products and as such would appreciate clients to accept delivery of orders as soon as they are completed.
- Clear Design will not be held liable for any damaged to products beyond their direct control being malicious or other, including damage to printing work caused by the poor handling of products by client's staff or contractors .
- It is the responsibility of the client to correctly instruct all staff and contractors to safely store and handle products received from Clear Design.
- All acrylic products including printed artwork ***must only be cleaned by using a clean light soapy water solution and soft clean cloth for drying.***
- Ink will be damaged if any sharp object is rubbed against the ink surface.
- Acrylic material and printed artwork will be damaged if cleaning spirits, alcohol or liquid thinners is applied to surface.

Shop Fitting and Product Installation

- Clear Design is a product manufacturing business and as such does not offer site installation & shop fitting services.
- Clear Design will assist Clients Contractors by giving advice on the correct handling and setting up procedures of display units.
- Once completed products/display units have been dispatched from Clear Design's factory ownership and responsibility reverts to the Client /Client's Contractors to safe guard the products during transport /storage, site installation and setting up of displays together with all associated costing.
- As manufacturing delays do happen from time to time, Clear Design will make every effort to assist and help meet client's delivery dates and planned installation/ shop fitting schedules.
- Clear Design will not entertain any request pertaining to the installation and shop fitting costs due to unforeseen delays beyond their control in manufacturing which may affect installation.
- Clear Design will not take responsibility for products incorrectly installed, damaged or become faulty during the handling of product installation-

Delivery

- If clients cannot collect goods. Clear Design will arrange delivery and will add the associated costs to clients final invoice for due payment, prior to the shipment of goods.
- Clear Design contracts to a **local delivery service**. This service covers only small items for same day or next day delivery, depending on the time of day the items leaves Clear Design.
- **Country wide and international delivery**. Clear Design contracts to a courier company with working knowledge of the importance of safe guarding parcels from Clear Design for long distance shipping.
- All items delivered through Clear Design contracted services are automatically covered by insurance against damage.
- DO NOT SIGN for deliveries unless you have checked product and you are satisfied.
- Safety Risk in the products shall pass to the client when products are delivered or collected from Clear Design.

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Shipping Damage

- If the packaging is damaged inspect products and report damages immediately.
- You must notify Clear Design of any damage within 24 hours of receipt of your order.
- Clear Design is not responsible for any damage that is noted after 24 hours of receiving your product.
- If you **see visible damage to the cartons or the product**, immediately write down all **“EXCEPTIONS”** on the Delivery Note / Receipt.
Please do this prior to the courier company leaving and contact Clear Design immediately
- If clients arrange collection, it is the responsibility of the client to inform their staff and contracted delivery service to put steps in place to safe guard products during transport.

Insurance claim

- On receipt of a damaged shipping consignment Clear Design requires for insurance purposes that detailed photos be forwarded through to them within the first 24 hours of receipt of shipped product.
- If Clear Design’s own contracted delivery service is used, arrangements will be made by Clear Design for the collection of the damaged items for use in completing an insurance claim.
- Replacement product will be put into production as soon as possible.
- To ensure an early response all correspondence associated with an insurance claim must be sent via email to and from Clear Design, including photographs of damaged product.

Product Design

- Clear Design does not offer design services, but will offer to facilitate efficient manufacturing techniques for a final end product.
- Design ideas and amendments submitted by Clear Design remain the property of Clear Design and may not be used by third parties without the written consent of Clear Design.
- All designs and manufacturing techniques are protected by intellectual property rights and are owned by Clear Design. Clear Design reserves their rights in this regard.
- Copyright of all products and manufactured techniques of Clear Design, or any design, illustration, photograph or drawing produced by Clear Design remains the sole property of Clear Design.
- Clear Design reserves the right to use manufacturing overruns for marketing purposes
- All product materials supplied by Clear Design will be in compliance to the material supplier’s specified tolerances as is customary in plastic, pertaining to both thickness and colour deviations tolerances.
- Clear design will not accept liability for material deviations unless proven to be in excess of the manufacturers specifications.

Legal Jurisdiction

- South African law applies to all our agreements. In the event of proceedings, jurisdiction will accrue to the Magistrate court of Cape Town.

Acceptance of Quotation

- Client acknowledges that all relevant product details and the intended use of the product have been accurately portrayed and details discussed with Clear Design to be true and factual in order for Clear Design to correctly manufacture product for its intended use.
- Client acknowledges that all approved / signed-off drawing or pre-production samples submitted by Clear Design are correct at the time of approval / sign-off and that any changes after final go ahead has been given, or changes requested during production, will incur additional costs for the Clients account
- Client acknowledges and agrees to the Term and Conditions of Clear Design.
- The Right of admission is reserved.