



# Clear Design Display Terms & Conditions

## INDEX

### Contents

<b>DESCRIPTIONS</b> .....	2
<b>GENERAL</b> .....	2
<b>ORDER</b> .....	3
<b>PRICING</b> .....	4
<b>PAYMENT</b> .....	5
<b>LEAD TIMES</b> .....	5
<b>CANCELLATIONS</b> .....	6
<b>RETURNS AND REPLACEMENTS</b> .....	6
<b>REFUNDS</b> .....	7
<b>REPAIRS</b> .....	8
<b>SAMPLE COSTING</b> .....	8
<b>SAMPLE TESTING &amp; EVALUATION</b> .....	9
<b>PACKAGING</b> .....	9
<b>PRODUCT STORAGE &amp; HANDLING</b> .....	10
<b>DELIVERY</b> .....	11
<b>INTERNATIONAL ORDERS/SHIPPING</b> .....	12
<b>SHIPPING DAMAGE</b> .....	13
<b>INSURANCE CLAIM</b> .....	13
<b>PRODUCT DESIGN</b> .....	13
<b>INTELLECTUAL PROPERTY</b> .....	14
<b>LEGAL JURISDICTION</b> .....	14
<b>CONNECT WITH US</b> .....	15
<b>TERMS &amp; CONDITIONS APPLY</b> .....	15

## **DESCRIPTIONS**

- 1 In these conditions the following expressions shall have the following meanings.
- (1) 'The company' shall mean Clear Design Pty Ltd. and where the context so permits any subcontractor for the said company.
  - (2) 'Goods' shall mean the item or product, or anything described in the contract between the company or the buyer for the sale or supply of goods.
  - (3) 'The Buyer' shall mean the person, firm, or company with whom any contract to sell goods is made by the Company whether directly or indirectly through an agent or factor who is acting for or instructed by any such person, firm or company of whose actions are subsequently to the contract ratified by the actual buyer.
  - (4) 'Company's Premises' shall mean the premises mentioned in the Company's quotation or other contractual document or if not so mentioned shall mean the Company's works at Unit 3, Prestige Park, Voortrekker Road, Maitland.
  - (5) Custom Goods shall mean any product or item that has been uniquely designed/adjusted/modified from scratch to the buyers' requirements.
  - (6) Catalogue Goods shall mean existing product designs owned by the Company, available to view on the Clear Design website.

## **GENERAL**

2

All quotations are made, and orders accepted by the Company subject to these Conditions of Sale (these "Conditions") which supersede any previous terms and conditions of the Company. Any provisions, stipulations or conditions made by or contained in any document issued by a customer of the Company ("the Customer") are hereby excluded. In the event the Company and the Customer enter into a separate written agreement, these Conditions shall apply to the extent that they do not conflict with the terms of such agreement.

## **ORDER**

3

- (1) The Company requires written confirmation for your order together with all your invoicing details which will be included on your invoice from the Company.
- (2) On receipt of your order confirmation (Company Order No.) and a copy of Clear Design's quotation acceptance duly signed, the Company will issue an invoice for due payment.
- (3) No order will be processed until full payment is received.
- (4) 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.
- (5) Clear Design operates on a first come first served basis. Please place your order timeously to meet your deadlines.
- (6) Clear Design will send a confirmation email for all received orders together with a tax invoice for due payment, prior to release of works order into production.
- (7) If required, Clear Design will send through drawings for approval after receipt of payment. On large orders, arrangements for the approval and sign-off of a pre-production sample will be made prior to completing the order balance.
- (8) Client to confirm all relevant information so that an accurate costing can be confirmed. Please supply detailed sketched drawings or if available, computer aided drawing files in DFX or AI format, plus a photograph or sample of the product.
- (9) The 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 factually true, for the Company to correctly manufacture the product for its intended purpose.

(10) The client acknowledges that all approved/sign-off drawings or pre-production samples submitted by the Company are correct at the time of approval and that any changes requested during production will incur additional costs for the client's account.

(11) The client acknowledges and agrees to the Terms and Conditions of Clear Design Pty Ltd.

## **PRICING**

4

(1) All quotes written, or verbal are QUOTE ESTIMATES based on initial information received.

(2) Any changes in product design, quantity, extras, or additions (including overtime work) will necessitate a review of the initial cost estimate and subsequent quotation.

(3) All prices quoted exclude 15% VAT, unless stated otherwise.

(4) All prices quoted include basic packaging. The client is subject to an extra fee if they request (must be confirmed in writing) special packaging such as individual box packing, a shipping crate & pallet packing.

(5) Quotes are valid for 15 days from date issued.

(6) All prices are subject to change without notice due to variations in the rate of exchange, import duties, taxes, plus materials cost variations, from date of initial estimate to date of order confirmation.

(7) The hourly design rate applies if we must design your custom product from scratch- R650.00 per hour.

(8) An hourly graphic design rate applies if you do not have artwork or if we need to change your artwork - R 450.00 per hour. Print set-up fee applies - R 85.00 Rate for Laser cutting, and CNC Route set up fee is R1 50.00 plus machine hourly rate of

R600.00

(9) Rate for cutting when customer supplies their own material set up fee R150.00 and machine hourly rate of R600.00

(10) The minimum rate for laser engraving is R 250.00

(11) From date of initial estimate quotation, Clear Design will not be responsible for delivery of materials that have been removed from our manufacturers supply package at short notice, together with any consequential liability.

## **PAYMENT**

5

(1) Clear Design accepts payment via **EFT**- internet transfer, **SnapScan** (Payment limited to R1000.00), **YOCO payments** (handling fee for orders below R500.00), or **cash**.

(2) No order will be processed until full payment is received for orders below R3000.00

(3) 70% Deposit is required for all orders above R3000.00 with balance paid in full before order is released for delivery/collection.

(4) Any changes to payment terms will not be entertained, unless agreed by all parties and confirmed in writing prior to placement of order.

(5) All material and products remain the property of Clear Design until paid in full.

## **LEAD TIMES.**

6

(1) Delivery and completion dates are estimated during order placement. Please note unexpected delays do happen from time to time in the manufacturing environment. The Company shall endeavor to maintain delivery times but will not accept liability and responsibility for delays beyond their control, such as availability of the manufacturer's material, power failure or strikes etc.

- (2) Any changes to the design of a product after an order has been confirmed / gone into production, must be confirmed in writing. Any associated cost already incurred, or additional costs resulting from these changes will be accrued to the client's account. It must be noted that changes to the design of a product may result in a delay in associated manufacturing delivery times.
- (3) Working hours are from 8:00am to 17:00 pm Monday to Thursdays and 8:00am to 16:00 pm on Fridays.

### **CANCELLATIONS**

7

- (1) Cancellation of orders will be considered by Clear Design if the request is submitted by the client **in writing** and has been received before the commencement of the design and build. If the manufacturing process has begun, the client will not be entitled to a full refund due to costs incurred in design and building processes.
- (2) Without prejudice to any other remedies it may have, the Company shall be entitled to claim for 10% handling fee and other costs incurred by the Company on the Customer's behalf in connection with such cancelled Order or any other loss (whether direct or indirect) caused by reason of cancellation and reserves the right to retain the whole or part of any deposit paid by the Customer towards satisfaction of such costs or loss.
- (3) In the event of cancellation of the uncompleted balance of an Order by the Customer, the Company reserves the right to charge for those goods already supplied on the Order at the Price applicable to the quantities supplied.
- (4) Should the customer cancel before any action on the order has taken place the customer will qualify for a full refund or decide to convert it to credit on their account. A 7-day waiting period for refund to processed.

### **RETURNS AND REPLACEMENTS**

8

- (1) Returns for credit/refunds will not be accepted without the prior consent in writing of the Company.
- (2) Custom made goods cannot be exchanged, returned or refunded.
- (3) It shall be a condition of any such return that the goods be returned to the Company's premises at the Customer's cost with the goods' invoice, in undamaged condition.
- (4) Clear Design can arrange collection at additional cost, for which payment is required before collection is made. Standard catalogue products can be returned or replaced within 7 working days of delivery/collection date.
- (5) If the customer receives damaged items, this must be reported to Clear Design sales team within 24 hours. Please attach images of the damaged item and packaging for us to consider the action needed. You are required to retain the goods until advised by Clear Design. We will send replacement items at the earliest opportunity.

## **REFUNDS**

9

- (1) Once your damaged display is received and inspected, we will send you an email to notify you of the approval or rejection of your refund.
- (2) If your refund is approved, then it will be processed and the money will automatically be applied to your credit card or original method of payment, within a certain number of days.
- (3) If a replacement needs to be sent, we require a few days to process the exchange.
- (4) Only standard priced items may be refunded. Sale items cannot be refunded.

## **LATE OR MISSING REFUNDS**

1. Please note that it may take some time before your refund reflects.

2. If it does not reflect, contact your bank. There is often some processing time before a refund is posted.
3. If you have followed this procedure and you still have not received your refund, please contact us at [darren@clearedsigndisplay.com](mailto:darren@clearedsigndisplay.com).

## **REPAIRS**

10

- (1) Should the customer request repairs of their goods, they will be subject to material and production fee of what is required to be repaired.
- (2) Payment needs to be reflected in Clear Design's bank account before an order is processed.

## **EXCHANGES**

11

- (1) Undamaged standard catalogue products can be exchanged, subject to inspection first before the exchange takes place. Additional cost, if required, must be paid before the new product can be collected or delivered.

## **SAMPLE COSTING**

12

- (1) 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.*
- (2) If requested, pre-production samples and/or product drawings will only be supplied to clients on confirmation of order payment.
- (3) Should *no design changes* to the requested pre-production sample be required, received from Clear Design for approval and sign-off, then the sample will be included as part of the order and the client will not be charged for the sample.
- (4) 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.

### **SAMPLE TESTING & EVALUATION**

13

- (1) Clear Design welcomes the opportunity to assist clients with the design and evaluation of samples to meet their display requirements.
- (2) 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.
- (3) 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.
- (4) Clear Design advises that it does not provide any form of guarantee or replacement policy pertaining to the cost of first-generation display units.
- (5) Any changes are quoted and treated as a new product design, replacing the old existing design.

### **PACKAGING**

14

- (1) Clear Design packages products in bubble wrap, plastic bags or in a cardboard box to allow for ease of handling when collecting.
- (2) Special packaging may be provided to clients who want to ensure extra safety precautions at an additional cost. The additional cost will be confirmed in a final invoice.
- (3) Depending on the product and level of safety you require, we provide alternative packaging solutions such as crates.
- (4) The safety of your products is important to us. All packaged items are labelled

with warning stickers and our contracted courier companies are provided with manuals on how to handle your boxes.

### **PRODUCT STORAGE & HANDLING**

15

- (1) 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.
- (2) Clear Design will not be held liable for any damage 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.
- (3) It is the responsibility of the client to correctly instruct all staff and contractors to safely store and handle products received from Clear Design.
- (4) All acrylic products, including printed artwork, must only be cleaned by using a soapy water solution and soft, clean cloth for drying. Ink will be damaged if any sharp object is rubbed against the ink surface. DO NOT use strong chemicals or solvents to clean your acrylic products.
- (5) Acrylic material and printed artwork will be damaged if cleaning spirits, alcohol or liquid thinners are applied to the surface.

### **SHOPFITTING AND PRODUCT INSTALLATION**

16

- (1) Clear Design is a product manufacturing business and as such does not offer on-site installation & shop-fitting services.
- (2) Clear Design will assist client contractors by providing expert advice on the correct handling and set-up procedures of display units.
- (3) Once completed product/display units have been dispatched from Clear

Design's factory ownership, responsibility reverts to the client /client's contractors to safeguard the products during transport/storage, during on-site installation and display set-up.

- (4) As manufacturing delays occur from time to time, Clear Design will make every effort to meet client delivery dates and planned installation/ shopfitting schedules.
- (5) Clear Design will not entertain any request pertaining to the installation and shopfitting costs due to unforeseen delays beyond their control in manufacturing which may affect installation.
- (6) Clear Design will not take responsibility for products incorrectly installed, damaged or faulty due to the mishandling of products.

## **DELIVERY**

17

- (1) Clear Design delivery and courier services are informed on the correct and safe handling, packing and transportation of your products. Please note, if you (as a client) have organized your own transport, your respective sales consultant must send you a **transport and handling guide** that must be conveyed to your private courier services. Should damage happen occur during their transit, they will be liable.
- (2) Clear Design contracts a local delivery service that supports country-wide & international deliveries. This courier service has the working knowledge of the importance of safeguarding parcels from Clear Design for long-distance shipping. This service covers only small items for same day or next day delivery, depending on the time of day the items leave Clear Design.
- (3) If clients cannot collect goods, Clear Design will arrange delivery and will add the associated costs to the client's final invoice for due payment, prior to the shipment of goods.

- (4) All items delivered through Clear Design's contracted services are automatically covered by insurance against damage.
- (5) You are welcome to arrange your courier. Courier services arranged by Clear Design is automatically insured in case of unforeseen events. Please let us know if you need a courier quote. **If you use your own courier**, please request a copy of Clear Design awareness guide to help safeguard your order when using your own courier service.
- (6) Safety risk in the products shall be passed to the client when products are delivered or collected from Clear Design.
- (7) Please DO NOT SIGN for deliveries unless you have checked the product, and you are satisfied.

#### **INTERNATIONAL ORDERS/SHIPPING**

18

- (1) When placing an order through Clear Design for an international shipment, the customer is responsible for assuring the product can be lawfully imported to the destination.
- (2) The customer will be quoted inclusive of South African 15% VAT and is liable to pay the tax amount if they do not have an exemption certificate.
- (3) Should the customer qualify for VAT Exemption, the customer needs to supply Clear Design with a VAT Exemption certificate.
- (4) 15% VAT is claimable via customs.
- (5) International delivery fees are at the customer's expense.
- (6) Should the customer not make use of the company's courier service, it is the customer's responsibility to arrange the shipment.
- (7) The customer has the option of using the Clear Design's preferred courier services which offers insurance, or the customer can arrange their own courier, however Clear Design will not be responsible for any issues caused by the customers own courier arrangement. The customer needs to inform the Clear Design's sales team which option they take to follow correct procedures and policies.

## **SHIPPING DAMAGE**

19

- (1) If the packaging is damaged, inspect products and report the damage immediately.
- (2) You must notify Clear Design of any damage within 24 hours of receipt of your order.
- (3) Clear Design is not responsible for any damage that is noted after 24 hours of receiving your product.
- (4) 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.
- (5) 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 safeguard products during transport.

## **INSURANCE CLAIM**

20

- (1) On receipt of a damaged shipping consignment, Clear Design requires that detailed photos be forwarded through to them within the first 24 hours of receipt of the shipped product (for insurance purposes).
- (2) 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).
- (3) Replacement products will be put into production as soon as possible.
- (4) 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 the damaged product.

## **PRODUCT DESIGN**

21

- (1) Clear Design offers design services as well as facilitates efficient manufacturing techniques for a product.

- (2) Design ideas and amendments submitted by the Company remain the property of Clear Design and may not be used by third parties without the written consent of Clear Design.
- (3) 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.
- (4) 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.
- (5) Clear Design reserves the right to use manufacturing overruns for marketing purposes.
- (6) All product materials supplied by Clear Design will comply to the material supplier's specified tolerances as is customary in plastic, pertaining to both thickness and colour deviation tolerances.
- (7) Clear Design will not accept liability for material deviations unless proven to be more than the manufacturer's specifications.

### **INTELLECTUAL PROPERTY**

22 Intellectual Property includes but is not limited to:

- (1) All Clear Design's creative thinking designs, together with manufacturing techniques included in a product design, along with the actual manufacturing methods of products for either direct sale by Clear Design or used in the manufacture of a client's specific product, are protected under Intellectual Property Rights.
- (2) All present and future rights to intellectual property including inventions and improvements, trademarks (whether registered or common law trademarks), patents, designs, copyright any corresponding property rights under the laws of any jurisdiction.
- (3) The Right of admission is reserved.

### **LEGAL JURISDICTION**

23

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

## **CONNECT WITH US**

- Address: Unit 3, Prestige Park, 41O Voortrekker Road, Maitland, 7405, Cape Town
- Contact Number: 021 511 0052/41
- Email: [reception@cleardesigndisplay.com](mailto:reception@cleardesigndisplay.com)
- Website: [www.cleardesigndisplay.com](http://www.cleardesigndisplay.com)
- Owner: D.M van Eyk CK1995O56O5125
- VAT No: 459O154591
- P.O box: 942, Howard Place, 7450
- Import/Export: 2O528O51

## **TERMS & CONDITIONS APPLY**

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