



TERMS AND CONDITIONS

1. All quotations are valid for a period of Thirty (30) calendar days from date whereon the quote was issued.
2. If the quote is acceptable, it must be signed off in acceptance, whereas;
 - 2.1 Sign Wonder will only be obliged to commence with its services and/or supply of goods once Sign Wonder has received the accepted signed quotation and proof of payment of an amount equal to 50% of the total amount quoted.
 - 2.2 However, if the total amount quoted is R3 500.00 (three thousand five hundred rand) or less, the full amount will be required before Sign Wonder will render any services and/or supply of goods.
 - 2.3 Sign Wonder may impose a reasonable charge if the order or reservation of Sign Wonder's services is cancelled after receipt of the accepted quotation and the required initial payment.
3. Lead time for applications, installations and productions will be Five (5) to Seven (7) business days whereas the date of commencement will only be confirmed once Sign Wonder has received the approved quotation, required payment and the artwork approval.
4. Customers must deliver the vehicle and/or goods at the premises of Sign Wonder in a washed and clean condition, and on the confirmed date before 8:30AM to avoid delays, failing which Sign Wonder may charge wasted and/or additional charges/fees/cost/disbursements.
5. Sign Wonder's services must be completed within three (3) calendar months from date of deposit payment in an endeavour to avoid the prejudicial effect of future price increases.
6. The full balance owing will become due and payable upon completion of the services and/or upon the goods being available for release. Sign Wonder holds the right to retain lawful possession of all vehicles (if applicable) and/or goods (if applicable) for which Sign Wonder received lawful possession thereof. Sign Wonder will only be obliged to surrender possession once Sign Wonder has received the full amount owing, due and payable.
7. The customer must collect the vehicle and/or goods from the business premises of Sign Wonder and during normal business hours of Sign Wonder.
8. If Sign Wonder is for any reason whatsoever required to pursue a collection of funds to Sign Wonder, be that against the Customer or his/her/their Surety or Guarantor, Sign Wonder may do so in the Magistrate's Court and recover all cost on a scale as between Attorney–Customer. The Customer elects the address given to Sign Wonder as recorded in the acceptance quotations his/her/their chosen address (Domicilium Citandi) where the Customer will receive all correspondence, notifications, process and so forth. The Customer expressly agree that agreements may be concluded electronically by way of electronic signatures.
9. The Customer and Sign Wonder expressly agree that any dispute which they may have with each other, of any nature whatsoever must be referred to the Magistrate's Court for adjudication.
10. The Customer and his/her/their Surety and Guarantor (as the case may be) hereby consent to the listing of relevant adverse information at any regulatory or relevant Data, Consumer or Credit Bureau.
11. The Customer and his/her/their Surety and Guarantor hereby consent in terms of the Protection of Personal Information Act (POPI) to the processing of his/her/their information as data subject/s for all lawful purposes, whereas the customer and his/her/their Surety/guarantor may withdraw this consent by given written notice to Sign Wonder.
12. Sign Wonder does not charge a cost for any deferment and therefore no offer, indulgence, waiver, penalty, charge, act, omission or the other should be interpreted or construed as an offer to enter into or an acceptance of a credit agreement.
13. All services rendered and all goods supplied will be done and supplied at the premises of Sign Wonder. In exceptional circumstances, as warranted, as required and as specifically agreed, Sign Wonder may render services and/or supply goods offsite. In these offsite circumstances, the full amount will become due prior to the services rendered and/or goods supplied.
14. The customer has the right and obligation to inspect vehicle and/or goods before taking possession and must immediately alert Sign Wonder of any faults. Customer understands that a fault does not necessarily constitute a defect.
15. Customer/s are required to notify Sign Wonder within Seven (7) days of any vinyl lifting, bubbling, and so forth. Sign Wonder will make the necessary arrangements to attend to the faults at the premises of Sign Wonder. The customer guarantees that he/she/they intend leaving at Sign Wonder's premises and/or which is the subject of the services to be rendered by Sign Wonder.
16. **Authority and Ownership:** The customer guarantees that he/she/they is/are the lawful owner and/or title holder and/or duly authorised representative of the owner/title holder of the vehicle and/or goods which he/she/they intend leaving at Sign Wonder's premises and/or which is the subject of the services to be rendered by Sign Wonder.
17. **Indemnity:** Sign Wonder will not assume risk, liability or responsibility for any valuables left in the customer's vehicle. The customer indemnifies and holds Sign Wonder harmless against all claims for losses and/or damages, be that by the customer, an insurer or other Third Party which may arise as a result of the customer's vehicle and/or goods, be that owned and/or titled by the customer or Third Party left at the premises of Sign Wonder. This includes any damages/losses resulting from acts of nature/God, riot, fire, theft, accident, or negligence.
18. **Disclaimer:** Sign Wonder will not be held liable or responsible for any damages caused to vehicles, and/or other goods during the removal and/or application of vinyl if the vehicle and/or other goods is/are older than three (3) years, or if it has been fully, or partly resprayed or if there was any indication of paint lifting on any part thereof, including but not limited to painted bumpers, mirrors and beadings. The customer further understands and appreciates the inherent risk associated with the services provided by Sign Wonder and accordingly indemnifies Sign Wonder from any negligence claims.
19. Any notice to be given by either of the parties to the other, shall be deemed to have been delivered or received (as the case may be) by the addressee as follows; (i) If sent to the physical address, it shall be delivered by hand during business hours on any business day which excludes Saturdays, Sundays and Public holidays and receipt of it shall be acknowledged by the party or a representative of the Party to whom the notice is given. (ii) If sent by e-mail, it shall be deemed to have been received on the same day if sent between 08:00 and 17:00. It will, however, be deemed to have been received on the following business day if it is sent after 17:00. The successful transmission report will constitute proof/s that it was successfully sent. (iii) If sent by courier or the Sheriff, it shall be accepted that it was received on the day whereon the courier or the Sheriff states in his/her/its report that it was received/delivered.
20. An extension of time, a relaxation of any provisions of these Terms and Conditions, a delay in enforcement of any right or remedy, and/or an indulgence granted by Sign Wonder shall not be construed as, or deemed to be any kind of any term, right or remedy which Sign Wonder may have.
21. These Terms and Conditions may not be altered or deleted in any way whatsoever. These Terms and Conditions will constitute the entire agreement between the Customer and Sign Wonder if the Customer wishes to proceed with the use of Sign Wonder's service and/or supply of goods wherefore no variation, alteration, verbal offer, addition or subsequent cancellation shall be of any force or effect unless committed to writing and acknowledge by Sign Wonder and the Customer.
22. **DISCLAIMER:** Sign Wonder shall not be liable if and to the extent that it cannot carry out any or all of its obligation due to civil unrest, wars, strikes, shortage of products supply, services or labour or any other causes beyond Sign Wonder's control.
23. **ARTWORK TERMS and CONDITION**
 - A.** Customer must provide Sign Wonder with a brief description of how the design should look like. The description must be sent to Sign Wonder by way of e-mail to design@signwonder.co.za and the supporting documents must be attached, such as, high resolution open PDF logos, CI (Corporate Identity document) and any other high resolution images/pictures, etc. which the Customer would like added to their artwork.
 - B.** The quoted price does not include the purchase of any high-resolution images if and when required. The price thereof will be for the Customer.
 - C.** All artwork supplied must be to size as a high-resolution open PDF or Coral Draw format. All colours must be in CMYK. NB: Sign Wonder will not be held responsible for any pixelated images.
 - D.** All fonts must be converted to curves. Fonts, images, and colours must be embedded and remove any/all crop and registration marks.
 - E.** Due to the variability and printer settings, we cannot guarantee an exact colour match between the actual paint colour and the colour as seen on-screen and/or when printed on vinyls and/or fabrics.
 - F.** Sign Wonder owns and/or claims ownership/copyright/reservation/use over all of its inventions, enhancements, creations, recreations, slogans, designs, marks, information technology, discoveries and trademarks. Sign Wonder reserves the right to formally register any of the aforesaid. None of aforesaid may be copied, reproduced, sold, lent and/or exchange for value without the express written consent of Sign Wonder.

- G.** For a completed new design/redraw for artwork, Sign Wonder will charge the customer a fee of R 3 495.00 excluding VAT. This fee may be deducted from the quoted price.
- H.** Artwork designs includes up to Four (4) design/layout changes. After the Fourth (4th) design/layout change, Sign Wonder will charge the Customer an **hourly rate fee of R 695.00** excluding VAT.
- I.** The Customer guarantees that all artwork, logos, designs, slogans, concepts and ideas submitted to Sign Wonder are free from restrictions of Third-Party ownership, copyright, reservation and/or other.
- J.** **INDEMNITY:** Customers indemnify Sign Wonder and holds Sign Wonder harmless against any/all interdicts, claims for losses and/or damages, be that by the Customer, an Insurer and/or other Third-Party which may arise as a result of any/all infringement and/or breach of any/all Third-Party's ownership/claim/copyright/reservation over any/all artwork, logos, designs, concepts, slogans and/or ideas or any other material which the Customer submitted to Sign Wonder.
- K.** It is not Sign Wonder's responsibility to verify and/or test the supplied artwork/designs/logo's/slogans/ideas/materials and so forth against any/all potential/existing/pending third party claim/ownership/registration thereof.
- L.** It is not the responsibility of Sign Wonder to inform the Customer if the artwork does not "flow" from the side of the vehicle to the rear of the vehicle.
24. Customers herewith authorise and permits Sign Wonder to use any/all artwork/images/designs/photos/branding images and so forth for any lawful purpose of display to public, marketing and advertising.
25. THE CUSTOMER HEREBY ACKNOWLEDGE/S THAT HE/SHE/THEY HAS/HAVE READ ALL THE ABOVE TERMS and CONDITIONS. THE CUSTOMER FURTHER ACKNOWLEDGES THAT HE/SHE/THEY HAD SUFFICIENT OPPORTUNITY TO ENSURE THAT HE/SHE/THEY FULLY UNDERSTAND THESE TERMS and CONDITIONS. BY ELECTING TO USE THE SERVICES AND/OR SUPPLY OF GOODS BY SIGN WONDER THE CUSTOMER EXPRESSLY AGREE TO BE BOUND TO THESE TERMS and CONDITIONS WHICH WILL CONSTITUTE A BINDING AGREEMENT BETWEEN THE CUSTOMER AND SIGN WONDER.

Promotional Branding Warrantee

- > **Standard Usage Clause** - Due to nature and use of indoor and outdoor branded items, it is important to note and fully understand: All branding products are made for short-term usage only, such as events/expos/promotions, it is not a permanent display item nor is it a permanent sign or a permanent shade provider.
- > Should the items be used on consecutive days or permanently, it is understood that the item will have normal wear and tear – **this wear and tear has no warranty cover.**
- > It is also noted that during events or promotions, the user will take sufficient steps to protect the items (i.e. take them down during the nights to avoid exposure to unnecessary weather conditions).
- It is also understood that in severe weather conditions (like high winds/hail/rain) when they should not be used at all.
- > To ensure maximum brand exposure, they often need to be attended to every few hours to keep them upright and to stop the fabric from twisting on the pole.
- > Under no circumstances will Sign Wonder accept returns on items which are not used in accordance with the guidelines above.

Repair/Return Policy

- 1 The damaged or broken item must be returned to the Sign Wonder asap with the original invoice.
- 2 The damage will be assessed and if necessary, an official quotation will be submitted for the repair.
- 3 All repairs must be paid in full prior to the repair taking place.

Vehicle Branding Warrantee

Sign Wonder has the following application warrantee;

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| On printed vinyl with UV clear over laminate | > 1 year colour variations on vertical surfaces and 3 months on horizontal surfaces. > 6 months for vinyl adhesion to vertical surfaces, & <i>no warrantee</i> on horizontal surfaces and/or on resprayed panels, plastics surfaces such as bumpers, beadings, mirrors, etc and as well as any other rough finished surfaces. |
| On printed vinyl without UV laminate | > 3 months colour variations on vertical surfaces and 1 months on horizontal surfaces. > 6 months for vinyl adhesion to vertical surfaces, & <i>no warrantee</i> on horizontal surfaces and/or on resprayed panels, plastics surfaces such as bumpers, beadings, mirrors, etc and as well as any other rough finished surfaces. |
| Solid Coloured vinyl | > 1 year colour variations on vertical surfaces and 3 months on horizontal surfaces. > 6 months for vinyl adhesion to vertical surfaces, & <i>no warrantee</i> on horizontal surfaces and/or on resprayed panels, plastics surfaces such as bumpers, beadings, mirrors, etc and as well as any other rough finished surfaces. |
| For boat wraps, bike sticker kits | > 6 months colour variations on all surfaces. > 1 month for vinyl adhesions on all surfaces. |
| For any vinyl application exposed to sunlight | > No guarantee/warrantee. |
| For vinyl applications to any type of walls | > No guarantee/warrantee. |
| For vinyl applications to any damaged surfaces | > No guarantee/warrantee. |
| For printed labels, stickers, etc supplied | > No guarantee/warrantee. |
| Vinyl colour matching due to repairs on certain panels | > No guarantee/warrantee. (Normal +/- 3% fade per annum) |
| Damages to paintwork from vinyl removal | > No guarantee/warrantee. |

Sign Wonder's warrantee will be null and void if the following is NOT adhered to;

- > Vehicle must be presented to Sign Wonder's premises within 14 days of wrapping/branding for a free inspection.
- > Any "repair" work MUST be carried out within 2 weeks (14 days) of informing Sign Wonder.
- > **No Warrantee claims will be considered without presentation of the original invoiced supplied.**
- > Vehicle must be washed at least once a week for personal vehicles and twice a week for commercial vehicles.
- > Wash by hand using a hose pipe with standard car wash shampoo. Use car sponges, chamois and mutton cloth.
- > Avoid machine car wash, high pressure hoses, abrasive materials waxes, polishes, chemicals, strong detergents, sunlight soap, diamond guard.
- > Vehicle must not be parked in the direct sunlight for extended periods.