



TYPESET PTY LTD

TERMS AND CONDITIONS

1. Orders:

- a. The customer will be deemed to have placed an order with Typeset Pty Ltd (Typeset) when a purchase order (PO) has been extended for a particular quotation. If the customer does not work with a PO system, the customer will be deemed to have placed an order with Typeset when the quotation has been signed and returned to Typeset. The latter is also the case if, due to non-negotiable deadlines, work has to commence before the processing of a PO can occur and the customer has confirmed this via email.
- b. Prices are based on the specifications provided by the customer and the cost of material at the date of a quotation being issued. Should the project not commence within 30 days of the quotation being issued, Typeset may recover from the customer any additional cost of production (including, but not limited to, material, labour and transportation) which occurs between the acceptance and execution of the order.
- c. If the specifications for a project changes after an order has been placed or a PO has been processed, an additional quotation will be issued by Typeset to the customer. Typeset is under no obligation to proceed with work not covered in the original quotation before the additional quotation for additional work has been accepted.
- d. If the material or instructions provided by the customer differs from the specifications on which the quotation was based, an additional quotation will be provided for work not covered by the original quotation. Typeset is under no obligation to proceed with work not covered in the original quotation before the additional quotation for additional work has been accepted.
- e. Should author's changes/corrections which exceed those provided for in an original quotation be required (see Section 4a), these costs will be included in the final invoice. Typeset will bring these costs under the attention of the customer, who will then instruct Typeset to continue with the changes to a document. Upon such instruction, it is the responsibility of the customer to ensure that all necessary procedures are followed to ensure that these additional costs will be settled.
- f. Typeset schedules work to optimally utilise its internal capacity. Typeset will consult with the customer to establish delivery timelines upon the commencement of a project. When Typeset is required to expedite delivery beyond the timelines agreed upon, Typeset is entitled to recover overtime costs from the customer. Typeset will bring these costs under the attention of the customer, who will then instruct Typeset to continue with the work at overtime rates. Upon such instruction, it is the responsibility of the customer to ensure that all necessary procedures are followed to ensure that these additional costs will be settled. While Typeset will make every effort to meet the required deadlines, the customer should take note that delays on the part of the customer will inevitably result in a day-by-day delay of final delivery. If the customer delays the production process at any stage, Typeset cannot guarantee timeous delivery.
- g. When required to expedite delivery ahead of the agreed timelines and/or the time needed for proper production, Typeset shall not be liable for defects of any kind.
- h. Delivery times are estimates only and Typeset shall not be held responsible for any damages or losses that may result from the late delivery of any product.
- i. It is the sole responsibility of the customer to determine whether the goods or services ordered by him or her are suitable for the purpose for which he or she intends using them. Typeset gives no warranty, expressed or implied, concerning the suitability of the work supplied for any purpose.

2. Payment:

- a. Typeset is entitled to charge for partially completed work in the event that the customer cancels an order for whatever reason.
- b. Payment for completed work must occur according to the agreement made between the customer and Typeset.
- c. Typeset is entitled to charge a deposit of 50% of the total amount of a quotation prior to the commencement of any work. The balance will be payable upon delivery.

3. Proofing:

- a. If content, text or artwork is supplied directly by the customer for printing, Typeset is not obliged to edit, check or guarantee the correctness thereof in any way whatsoever, unless this is specified in the order and the quotation.
- b. At the proofing stage of any project, all content is assumed to be approved by the customer upon sign-off, including all colours, text, errors and omissions.
- c. Typeset will not be responsible for mistakes made in proofing. Upon approval of proofs, risk in the work shall have passed to the customer, who shall have no claim against Typeset for errors in the project. Typeset will not be liable for any loss or damages of any kind incurred as a result of the products produced.

4. Author's corrections, redesigns, resizing and reprinting

- a. Author's changes/corrections refers to significant changes to the content originally submitted by the customer after first design proofs or editing and/or significant changes to the layout after the design concept has been approved. Such changes imply that the work has to be redone and this additional work will be charged. If the customer's original specifications include reference to multiple proof versions, this will be included in the quotation. If not, additional work will be charged.
- b. After the work that has been quoted for has been done, the project is considered completed and will be invoiced. Thereafter, any changes, corrections, redesigns or resizing of artwork (for any purpose other than stated in the original specifications) or reprinting is considered a new order, which will be quoted on as needed.

5. Copyright:

- a. It is the responsibility of the customer to obtain whatever rights may be necessary for all work or content required for the completion of a project. Content that is later discovered requires the proper rights to use will be the responsibility of the customer and if charges or fines occur they are the responsibility of the customer.
- b. The copyright for any work produced by Typeset rests with Typeset, with the exception of commissioned photographs, in accordance with the stipulations of Section 21 (1)(c) of the Copyright Act, Act No. 98 of 1978 (as amended). A request for the assignment of copyright can be made to Typeset in writing when the order has been paid in full.
- c. In terms of Section 20 of the Copyright Act, Act No. 98 of 1978 (as amended), Typeset retains the right to paternity and the right to integrity of its work. This means that Typeset retains the right to claim authorship of the work it has produced and the right to object to any distortion, mutilation or modification of the work to the extent that such distortion, mutilation or modification would be prejudicial to its honour or reputation.
- d. Typeset shall not be obliged to produce any material which its management deems to be unlawful, unethical or amoral in nature, based on its sole discretion.

6. Storage:

- a. Should the customer provide Typeset with original material required for the production of a publication, it is the responsibility of the customer to collect said material from the Typeset office no more than 30 days after the completion of the project. Typeset will not take responsibility for such material after the 30-day period.
- b. Should the customer require the open digital files for a completed project, this must be communicated to Typeset expressly via email no more than 30 days after the completion of the project. Although every effort will be made to safely store the open digital files of customers' projects, Typeset takes no responsibility for said files in this regard. Typeset is not obligated to retain the open digital files of any client for more than 30 days.