



STANDARD TERMS AND CONDITION
TRADE MEDIA AND ONCE OFF POINT OF SALE MATERIAL

1. Definitions:

- 1.1 "Company" refers to MegaVision Media (Pty) Ltd.
- 1.2 "Client" means the person or company representing a certain company, product or service and entering into an agreement with the Company for its services;
- 1.3 "Services" refers to the media rental and point of sale material (POSM) provided by the Company.
- 1.4 "Agreement" refers to the formal quotation and or contract formed between the Company and the Client, including the standard terms and conditions as mentioned hereunder.
- 1.5 "Retailer" refers to retail and wholesale stores which house the Company's media fixtures. It can also refer to stores that we do not have a contractual relationship with.
- 1.6 "POSM" refers to point of sale material.

2. Services:

- 2.1 The Company agrees to provide printing, design, implementation, and management of media rental space within the Retail stores. This extends to once off POSM.
- 2.2 Any changes or additions to the Services must be agreed upon in writing by both parties.

3. Duration:

- 3.1 This Agreement shall commence on the commencement date and shall remain in force and effect as outlined in the Agreement.
- 3.2 The Client, represented by an authorised representative shall sign the Agreement. Notwithstanding that this Agreement is not signed by the Client, where an order number is provided, the Client will be deemed to have accepted the terms and conditions recorded herein, in full.

4. Fees and Payment:

- 4.1 The Company requires the Client, before commencing the advertising Services, to pay a deposit which amount will be equivalent to the amount specified in clause 4.2 below or otherwise as agreed to between the parties in writing.
- 4.2 In relation to POSM items, a deposit of 70% may be required.
- 4.3 The Client shall pay the Company by no later than 30 (thirty) days after the date of statement.
- 4.4 The Client shall not be entitled to set off, withhold or delay any payments in terms of this Agreement for any reason whatsoever including but not limited to, any mistake, delay, omission or unaffected changes to the Advertising Mediums or any damage or destruction to the Content as a result of *vis major*, strikes, riots, lockouts, fire, floods, drought or any other cause beyond the Company's control or otherwise.



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- 4.5 The Company shall have the right to suspend and/or remove all advertising material if any amounts due by the Client remains unpaid by the due date.

5. Cancellation by Client

- 5.1 Should the Client cancel this agreement, a 3 (three) month written notice of its intention to terminate shall be provided to the Company. Upon the Client's failure to provide such notice the following terms shall apply:

5.1.1 Payment of the outstanding balance on production shall be immediately due and payable;

5.1.2 Payment of the outstanding balance on artwork and design shall be immediately due and payable;

5.1.3 If the Client has been invoiced, an administration fee of 50% to the value of the media invoice will apply.

- 5.2 The Client acknowledges that the aforementioned cancellation fees represent a genuine pre-estimate of the liquidated damages suffered by the Company as a result of early termination of this Agreement.

6. Termination on Once off / POSM

- 6.1 The Client acknowledges that if an order has been placed with the Company no refund shall be applicable.
- 6.2 If no order has been placed with the Company, a 25% of the 70% deposit shall be refundable.
- 6.3 The Client shall however remain liable for all artwork and design invoices which will have to be paid in full.
- 6.4 The Company may suspend delivery of its advertising services if any payment is overdue, without prejudice to any other legal remedy it might have in law, until the full payment has been received.

7. Artwork

- 7.1 The Company provides a design service at an additional cost per hour.
- 7.2 Should any resizing of artwork, changes, samples, corrections, or proofs be required, an additional cost per hour shall be charged.
- 7.3 Once a contract has been signed, artwork needs to be sent to the Company within 14 days.
- 7.4 The Client shall provide suitable artwork that is required for display unless design services are required from the Company, in accordance with the following policies and the lead time of 14 days, as follow:
- 7.4.1 details of artwork and colour layout requirements are laid out on a specification artwork template which must be followed closely for optimal results.
- 7.4.2 supply of pantone colours for printing purposes.
- 7.5 The Client is required to proof its own artwork before printing. The Company accepts no responsibility for any errors in the artwork, or the electronic image quality resulting from poor photography or artwork.



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- 7.6 Should the Client supply artwork after the contract has commenced or not at all, the Client shall be held liable for the full contract period and no further extension(s) on the contract period will be granted.
- 7.7 The artwork supplied shall only be kept on the Company's servers for a period of two years.
- 7.8 The Client acknowledges that all Artwork may require the Retailer's approval.
- 7.9 The Client acknowledges that the right to place the advertising mediums in or around the stores is based on and subject to the relationship between the Company and the Retailer. Accordingly, the Client acknowledges that it shall not be entitled to communicate with the Retailer in respect of the advertising and/or the content and/or the advertising medium/s.

8. Media Specifications

- 8.1 The Client acknowledges that all media prints must be reprinted every 12 months. Should the Client request the old prints to remain, the Company will not take any responsibility for the quality of the print or if the print should go missing.
- 8.2 The Client shall be liable for the costs of the reprint.
- 8.3 The Company undertakes to maintain all fixtures and fittings to the required standard of both the Client and the Retailer.
- 8.4 The Retailer reserves the right to make certain changes and in this case all parties shall be notified accordingly, and the Company will act on these changes as per the Retailer's instructions.
- 8.5 Any changes that occur due to revamps, including significant changes to the Retailer's environment shall be communicated in writing to the Client so that the status quo can be restored.
- 8.6 Once advertising space has been committed to in a Retail space, the Company cannot be held liable in the event of store closure. The Company will endeavour to transfer the bought "Media Space" into other suitable sites / locations in joint co-operation with the Client.
- 8.7 In the event of two Clients occupying the same space, the Client who signed the Rental contract first will have the preferential spacing/placing.

9. Once-Off / POSM Specifications

- 9.1 On-site conditions may impact the cost of erecting any proposed signage. The Company will advise the Client before any work is commissioned that may attract additional fees.
- 9.2 Upon a signed order the Company shall commit to a final delivery date.



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- 9.3 Proofs, pulls, samples, specimens, sketches, photographs, or any representation, whether partial or total, of the finished article in whatever form shall be submitted to the Client for approval. Once a design is approved by the Client, the Client shall have no claim against the Company for any errors.
- 9.4 Changes to the media as required by the customer, other than the correction of the Companies errors, shall be charged for.
- 9.5 If the Client requires a reprint of any order of which he has previously approved, which reprint includes any changes or alteration of any kind, then such reprint shall be for the account of the Client.
- 9.6 When the Client requires to expedite delivery ahead of the time, the Company shall not be held liable for any defects which might occur.
- 9.7 Should the Client request the signage to be moved after the same has been installed, the Company shall charge a nominal fee.
- 9.8 The Client acknowledged that advertising material and or signs shall be removed if the balance has not been settled within 30 days from statement unless prior arrangements have been made.
- 9.9 All goods remain the property of the Company until fully paid.
- 10. Client Warranties:**
- 10.1 The Client warrants that it possesses full legal right to use, and to allow the Company to use as contemplated in this Agreement, all information or materials or artwork of whatever kind and whatever form delivered by the Client to the Company and that no part of any advertisement used on or in connection with this Agreement will infringe the rights (including intellectual property rights) of any person or will fail to comply with the Advertising Standards or with any obligation imposed by law or equity.
- 10.2 The Client will indemnify the Company and its officers, directors, employees, and agents for all liabilities, losses, damages, costs, expenses and charges which the Company may suffer or incur as a result of any breach of this warranty or as a result of the Company being deemed to be a manufacturer of the advertising material on a site.
- 10.3 The Client indemnifies the Company and the Retailer together with their directors, officers and employees against any claim, loss or damage (together with legal costs on the attorney and Client scale), that either of them may suffer as a result of any Content being alleged and/or proved to be defamatory or harmful of any person (natural or juristic), or infringe on any third party's intellectual property or other rights or for any other cause whatsoever. The Client agrees to co-operate fully with the Company and its legal advisers in the event of any such claim.



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11. Guarantees for POSM and Once-Off:

11.1 In providing warranties for indoor and outdoor signage, the Company confirms that it is unaware of any associated cause to the damage, i.e., vandalism, leaking pipes, building work, unusual weather conditions, direct sunlight, theft, normal ageing.

11.2 WITHOUT PROTECTION (LIQUID / NORMAL LAM):

11.2.1 Guarantee on printed PVC - outdoor use - approx. 12 -18 months on the ink (the ink will fade before the material lifespan is complete).

11.2.2 Guarantee on printed PVC - indoor use - 18+ months - will last a very long time as long as the material is not placed in the sun (UV).

11.2.3 Guarantee on printed Vinyl - outdoor use - approx. 12-18 months on the ink (the ink will fade before the material lifespan is complete).

11.2.4 Guarantee on printed Vinyl - indoor use - 18+ months - will last a very long time as long as the material is not placed in the sun (UV).

11.3 WITH PROTECTION (LIQUID / NORMAL LAMINATE):

11.3.1 Guarantee on printed PVC - outdoor use - approx. 24 months on the ink (the ink will fade before the material lifespan is complete).

11.3.2 Guarantee on printed PVC - indoor use - 24+ months - will last a very long time as long as the material is not placed in the sun (UV).

11.3.3 Guarantee on printed Vinyl - outdoor use - approx. 24 months on the ink (the ink will fade before the material lifespan is complete).

11.3.4 Guarantee on printed Vinyl - indoor use - 24+ months - will last a very long time as long as the material is not placed in the sun (UV).

11.4 Any specialized packaging or delivery will be an extra charge.

11.5 Where you have been given a price per sign, please note that if less than the full number of signs quoted on is ordered, the price per sign may increase to cover additional transport and all fixed costs.

11.6 The Company may charge fees for storage of goods retained at the customer's request.



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12. Breach:

- 12.1 In the event of any non-payment or any other default by the Client of any of its obligations in terms of the Agreement, the Company shall be entitled, but not obliged and without prejudice to any other rights which it may have by law, to suspend or cancel the Agreement (which shall include the removal of the advertising mediums and/or the content displayed in/on or through the advertising mediums), without notice to the Client.
- 12.2 In such event the Client shall be immediately liable, not only for the amount owing to the Company to the date of such cancellation or suspension, as the case may be, but also for the full value of the incomplete portion of the Agreement which takes into account, *inter alia*, amounts payable by the Client to the Company during the uncompleted portion of the Agreement, all amounts payable by the Company to the Retailer during the uncompleted portion of the Agreement and any loss of profit, which represents a genuine pre-estimate by the Parties of the liquidated damages which will be suffered by the Company on suspension and/or cancellation as contemplated herein.
- 12.3 The Client shall be liable to the Company for all legal expenses, including collection commission, sheriff fees and disbursements on an attorney and own Client scale, in the event of (a) any default by the Client or (b) any litigation with regard to the validity and enforceability of this Agreement.

13. Limitation of Liability:

- 13.1 The Company shall not be liable for any indirect, incidental, special, or consequential damages arising from the Services.
- 13.2 The Company shall further not be liable to the Client for any loss of profit, goodwill, or consequential losses of any kind whatsoever due to failure, delay or errors in any advertisement or content and the Client specifically waives any claim which it may have against the Company.
- 13.3 The Company is not liable for ensuring the retailer has the Clients product/service available in the store at all times subsequent to the branding.
- 13.4 The Company accepts no responsibility for loss or damage to the content other than where such loss or damage is caused directly by the by the fault or negligence of the Company.
- 13.5 The Company accepts no responsibility for loss, damage and or loss of profit in the event of *vis major*, strikes, riots, lockouts, fire, floods, drought, or any other cause beyond its control.
- 13.6 The Client indemnifies the Company and/or the Retailer against any liability, whether in respect of damages, costs or otherwise that the Company or the Retailer may incur.
- 13.7 The Company reserves the right to reproduce the before/after renderings and data of the rebranding effort.
- 13.8 The Company shall not be liable for media or POSM due to the closure of a store but shall ensure that the content is displayed in another store as agreed to between the parties in writing.



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13.9 The total liability of the Company under this Agreement shall not exceed the total fees paid by the Client.

14. Governing Law:

14.1 This Agreement shall be governed by and construed in accordance with the laws of South Africa.

14.2 The Company shall have the right to institute any action in either the Magistrates Court or the High Court at its sole discretion, regardless of whether the quantum of any claim by the Company against the Client exceeds the jurisdiction of the Magistrates Court.

15. General:

15.1 This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements.

15.2 The Client shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this Agreement to any third Party.

15.3 Each clause in this Agreement is severable, the one from the other and if any clause is found by any competent court to be defective or unenforceable for any reason whatsoever, the remaining clauses shall not be affected and shall remain of full force and effect.

15.4 Amendments to the Agreement must be in writing and signed by both parties thereto.

15.5 The Company reserves the right to take photographs or images of media or branding material for public use.

16. Costs:

16.1 From the date of quote (valid for 14 days) to the date of order confirmation, any variations of prices due to material availability and price increases from suppliers shall be for the Client's account.

16.2 All work will be done in normal weekday hours. If the task moves into weekend time or after hours as a result of changes you make, overtime fees shall apply.

17. Signature

17.1 Signature of the quote or any other written form of acceptance shall constitute acceptance of the Company's full set of terms and conditions.

17.2 The personal information hereby provided by the Client will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement entered into between the parties as well as to inform the brand owner of additional goods and/or Services that could be of value to the Client.



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- 17.3 The Client acknowledges that they have a right to object to the processing of its personal information for marketing purposes and unless expressly stated otherwise hereby consents to its personal information being used by the Company for the above-mentioned purposes.

Company name: _____

Representative name: _____

Signature: _____

Date: _____