



1 TERMS AND CONDITIONS

By accessing and placing an order with Pinho Import and Export t/a SignTech Group (also including DolceVita Investments t/a RedCherry Displays) you confirm you are in agreement with and bound by the Terms of Service contained in the Terms and conditions outlined below.

These Terms apply to the entire Website and Group (including RedCherry) to the websites and or emails or any other form of communication between you and the Group in its entirety.

Cancellation of Orders

Cancellation of accepted quotes must be received in writing. This must take place in less than 24 hours – as by this stage manufacturing would have commenced.

Should the Client cancel the quotation and work has been compiled, the customer will therefore be held liable for the entire invoice – and forfeit any monies paid.

Credit Checks

On the acceptance of a quote, the customer grants SignTech Group consent to perform a credit and / or identity check. Furthermore, the customer hereby grants any third party consent to perform a credit and / or identity check, should SignTech Group outsource the relevant credit and / or identity check.

Delivery and installation

The client is advised that printing time may vary, and SignTech Group will not be held liable for any damages that may result in late delivery of any product. The customer is urged to plan ahead. Any time or date specified for delivery by SignTech Group, shall be an approximation and guide only. SignTech Group endeavours to effect delivery on any date specified by it or agreed upon by it, but does not give any warranties of whatsoever nature or kind and shall not be held responsible for any damages of whatsoever nature, or loss of profit, or any consequential or indirect damages which the customer may suffer as a result of such late delivery.

All delivery fees and costs will be included within the invoice supplied.

Designing of Artwork

Any artwork designed by SignTech Group must be paid upfront in full unless otherwise stipulated. SignTech reserves the intellectual property rights to all design work done internally by our designers. Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by the Group shall vest in and belong to the Group. No reproduction of any part is allowed without written permission.

Disclaimer of Warranty



The product supplied by SignTech GROUP are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement. The Group do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy of the product. SignTech Group shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these products, even if the Group have been informed of the possibilities of such damages. SignTech cannot assume any obligation or responsibility. This disclaimer does not exclude any damages that are attributed to the negligence of SignTech Group or any of its employees. The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

Electricity

Our nominee or Team will install the signs quoted. The respective feed wires of suitable capacity for the signage and the Emergency Fireman Switch is the responsibility of the owner. A registered electrician in your area will undertake this work on your behalf, as required by S.A. Building regulations.

Force Majeure

No failure by SignTech Group to perform any of its obligations shall constitute a breach of its obligations in terms of this Agreement nor give rise to any claim or remedy by the Customer in the event that such failure arose as a result of force majeure, including acts of God, war, revolution, riot, civil unrest, strikes or other labour action, sanctions, natural disasters, changes in law, regulations, ordinances or the like or as a result of any other circumstance wholly beyond its control.

Illegal matter

SignTech Group shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter printed for the customer or an infringement of copyright, patent or design.

Material supplied by the customer

Any material supplied by the client will be used at own risk. SignTech Group will not take responsibility for damaged, loss or stolen goods. SignTech Group will furthermore take no responsibility for defective work where printing materials have been supplied by the customer.

Method of payments

Cash, direct bank deposits, card payments or EFT only. The beneficiary banking details will be available on the quotation as well as the invoice supplied. We do not accept any Cheques.

Outstanding accounts

Accounts are considered overdue once they are 30 days outstanding from invoice, all costs associated with recovering overdue amounts will be charged to the client. SignTech Group reserves the right to place any overdue accounts over to an Attorney or Debt Recovery Agency.



We also reserve the right to uninstall and collect Signage and or property that has not been Paid for in Full as per the Terms and Conditions and is still past its overdue period.

This Item is then merchandise / property of SignTech Group until paid in FULL.

Any costs incurred for the removal of this / and then reinstallation if required will be on the clients account.

Ownership

Until the payment is made in full to SignTech Group, the product supplied shall remain the property of SignTech Group but the risk therein and all liability to third parties in respect thereof shall pass to the buyer upon delivery. Legal proceedings may be instituted for the recovery of the product supplied or the unpaid amount and costs of such recovery. The customer grants to SignTech Group an irrevocable licence to enter the Customer's premises (or the premises of any associated companies or agents where the supplied products are stored) to repossess any product supplied by SignTech Group without being liable for trespass or any resulting damage.

Furthermore, should the product supplied be repossessed, the customer will remain liable for the balance of his/her account. .

Payment

All work is done at 75 % deposit upfront upon acceptance of the quotation, and the final amount is due upon completion unless otherwise stated.

75% Deposit / Payment required prior to commencement - Balance will then be due prior to delivery.

Estimated Delivery/Installation Times:

7-14 working days on standard printing.

21 working days on fabricated signage.

Preliminary work

Preliminary work charges will be included within the quotation unless otherwise stipulated.

Artwork

SignTech Group will not be held liable for any errors or mistakes after the customer has given final approval to print, regardless of the source of error.

Quotations

All quotations are valid for 7 days only unless otherwise stated. All quotation prices are excluding VAT unless otherwise indicated. All accepted quotations must be signed by the client, account holder or representative thereof. By signing the quotation, the client undertakes that he/she has read, fully understands and accepts these terms and conditions available on SignTech Group webpage.

www.signtech.co.za



Storage

- Digital Data Storage

SignTech Group will keep a digital backup of all artwork designed for their clients for a period but not limited to 1 (one) year. SignTech Group will make the artwork designed for the customer available only upon written request -and once fully paid for if designed by the Group.

- Storage of Signage

SignTech Group accepts no liability for the damage and or loss of any signage stored on behalf of the customer. This signage will be stored at the client's own risk and storage rental may be charged unless otherwise stated. WE Do not encourage storing Signage / merchandise.

Turnaround time

To ensure adequate processing and production time to complete your order in a satisfactory manner will be on average 14 working days. For time-sensitive projects or special requests, please contact SignTech Group prior to placing your order.

END.



2 WEB SITE AGREEMENT

The Web Site (the “Site”) is an online information service provided by Our Company, subject to your compliance with the terms and conditions set forth below. please read this document carefully before accessing or using the site. by accessing or using the site, you agree to be bound by the terms and conditions set forth below. if you do not wish to be bound by these terms and conditions, you may not access or use the site. Our Company may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement on the site. you agree to review the agreement periodically to be aware of such modifications and your continued access or use of the site shall be deemed your conclusive acceptance of the modified agreement.

Trademarks

Publications, products, content or services referenced herein or on the Site are the exclusive trademarks or service marks of Our Company. Other product and company names mentioned in the Site may be the trademarks of their respective owners.

Use Of Our Site

You understand that, except for information, products or services clearly identified as being supplied by Our Company, Our Company (SignTech Group) does not operate, control or endorse any information, products or services on the Internet in any way. Except for Our Company- identified information, products or services, all information, products and services offered through the Site or on the Internet generally are offered by third parties, that are not affiliated with Our Company. It is therefore also understood that Our Company cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

You assume total responsibility and risk for your use of the site and the internet. Our Company provides the site and related information “as is” and does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or noninfringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the service, any merchandise information or service provided through the service or on the internet generally, and Our Company shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the service or on the internet generally. Our Company does not warrant that the service will be uninterrupted or error-free or that defects in the service will be corrected.

You understand further that the pure nature of the internet contains unedited materials some of which are sexually explicit or may be offensive to you. Your access to such materials is at your risk. Our Company has no control over and accepts no responsibility whatsoever for such materials.

**Limitation of liability**

In no event will Our Company be liable for (i) any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the service, or any information, or transactions provided on the service, or downloaded from the service, or any delay of such information or service. Even if Our Company or its authorized representatives have been advised of the possibility of such damages, or (ii) any claim attributable to errors, omissions, or other inaccuracies in the service and/or materials or information downloaded through the service. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, Our Company liability is limited to the greatest extent permitted by law.

Our Company makes no representations whatsoever about any other web site which you may access through this one or which may link to this Site. When you access a non- Our Company web site, please understand that it is independent from Our Company, and that Our Company has no control over the content on that web site. In addition, a link to Our Company web site does not mean that Our Company endorses or accepts any responsibility for the content, or the use, of such web site.

Indemnification.

You agree to indemnify, defend and hold harmless Our Company, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or any other person accessing the Service.

Third Party Rights.

The provisions of paragraphs 2 (Use of the Service), and 3 (Indemnification) are for the benefit of Our Company and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

Term; Termination.

This Agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs 1 (Copyright, Licenses and Idea Submissions), 2 (Use of the Service), 3 (Indemnification), 4 (Third Party Rights) and 6 (Miscellaneous) shall survive any termination of this Agreement.

Miscellaneous.

This Agreement shall all be governed and construed in accordance with the laws of South Africa applicable to agreements made and to be performed in South Africa. You agree that any legal action or proceeding between Our Company and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in South Africa . Any cause of action or claim you may have with respect to the service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Our Company 's failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any



provision of this agreement. Our Company may assign its rights and duties under this Agreement to any party at any time without notice to you.

Any rights not expressly granted herein are reserved.

Reading and accepting of the above is full acknowledgement thereof.

END.