

STANDARD TERMS & CONDITIONS
FOR KORPORATE KULTURE BRAND MANAGEMENT (PTY) LTD
SERVICES

TERMS

“Client” or “The Client” – refers to the client, whether juristic entity or individual

“Korporate Kulture” – refers to Korporate Kulture Brand Management Propriety Limited, a juristic entity and any of its partners, associates, staff and consultants

“we” - refers to Korporate Kulture

“you” - refers to The Client

“Service Provider” - refers to Korporate Kulture

“The Supplier” – refers to any external service provider such as, but not limited to, a manufacturer

“corporate culture” – not be confused with Korporate Kulture, the name of the body corporate. The term ‘corporate culture’ refers to one’s corporate identity

INTRODUCTION

Korporate Kulture Brand Management trading as Korporate Kulture, is committed to excellence and because client satisfaction is one of the top priorities, we respond to our Clients creative needs, by offering innovative designs, friendly service and a personal experience.

The following terms have been tailored throughout years of design experience to protect both The Client and Service Provider during a working relationship, built on trust.

RIGHTS AND OWNERSHIP:

The Client shall be entitled to full ownership of all final artwork created during the project upon full payment of the agreed fee. All products remain the property of Korporate Kulture, until fully paid for.

CLIENT FEEDBACK:

The Client should be prepared to offer some initial feedback as to how closely the suggested designs meet with their general needs and expectations. The Client should select the design strategy that best suits their needs and assemble and deliver a list of any desired discussion points for revision (if necessary) to Korporate Kulture. The Client is more than welcome to combine elements from the different looks to create a FINAL look within two revision rounds. The Client will then approve/signoff on the final design strategy.

THIRD PARTY CONTRACTS:

Korporate Kulture may but is not by default, responsible for contracting other creative professionals to provide services that are not offered in-house. No project should commence on the assumption that

third parties might be required for project completion. It is expected that such details be finalised prior to project commencement, unless requested by The Client at a later date.

THIRD PARTY CONTRACTS:

Korporate Kulture cannot be held responsible for any loss or damages occurring after final sent through of artwork to supplier. Please check final artwork and require proof prints through suppliers before commencing with projects, should you be personally taking up the production job with the supplier.

PRINTING IF SUPPLIED BY KORPORATE KULTURE ON REQUEST OF CLIENT:

Printing time is not guaranteed and Korporate Kulture cannot be held liable for any damages that may result from late delivery of any product or material. Final printed colours may vary from proofs and computer monitors. The client is responsible to obtain a colour matching integrity proof from the Print Supplier to check colour, text placement and spelling for every print ready design. Whilst all care is taken in preparing print ready documents, Korporate Kulture accepts no responsibility for designs that do not print correctly.

PAYMENT SCHEDULE:

Because a lot of time, effort and dedication goes into providing The Client with the perfect design, The Client may be required to pay a 30% deposit prior to work commencing. The project will only be scheduled and uploaded to the workflow system once the down payment is received by Korporate Kulture. The down payment is non-refundable. The remaining percentage and any ad-hoc costs incurred is payable to Korporate Kulture near or directly after completion of the project. This may be up to 30-days from when the original artwork and open file format has been supplied to The Client unless stipulated otherwise. Please note this is a strict Company policy but adhere to this to avoid any unpleasantness.

All work is to be paid via EFT into the bank account of Korporate Kulture using the correct reference as stipulated. This should be but is not limited to, the client's name or the number on the estimate or invoice. Please note that cash, credit cards payments and cheques are unfortunately not accepted, however exceptions may be made for cash payments. Where a cash payment is made, Korporate Kulture will not be liable for the loss or theft of funds handed over to any staff, partner or consultant of the service provider.

The Client holds the responsibility to communicate all successful payments with Korporate Kulture. This can be done via the contact details displayed on the invoice or quotation. We will not assume the name of the Client or the job it relates to where no identifiable reference has been indicated or included.

DELAYED PAYMENT AND OVER DUE ACCOUNTS:

If, after the project has commenced, proofs have been sent through and completed within 60 days, subsequent invoices are not paid within 30 days, a 5% "delayed payment" fee will be charged. This initial 5 % figure will be added upon each recurring 30 day period until the full amount has been received by Korporate Kulture.

Korporate Kulture reserves the right to refuse to render any further services to the Client on the basis of on-going payment delays and overdue accounts. We, also without hesitation reserve the right to block,

recall or intercept services delivered or expected for delivery with good reasoning, such as but not limited to, website services, email services and social media services – amongst others where applicable.

Service blocks, recalls or interceptions will be communicated at least 15 days prior to the effective date by Korporate Kulture. We cannot be held liable where a third-party service uses this same right to infringe on services at an unexpected time – however we will best attempt to have it resolved within a 30-day time period, where identifiable.

REVISIONS:

All projects includes two (2) Revision Rounds. Should extra revision rounds be required a separate quotation will be supplied accordingly. Korporate Kulture cannot and will never limit The Client to change their minds. Though the price at the beginning of the contract is based on the length of time that Korporate Kulture has provided on the set estimate, to accomplish everything as requested to be achieved, additional estimates can be requested for any further or additional changes to be implemented. The Client must assume that, after sign-off, all additions, alterations, changes in content, layout or process changes requested by The Client, will alter the time and cost

ADDITIONS AND ALTERATIONS:

New work requested by The Client and performed by Korporate Kulture after ATP (agreement to proceed), is considered an addition or alteration (extra revision round). If the job changes to an extent that substantially alters the specifications described in the original estimate, Korporate Kulture can and will submit an additional quotation to The Client, and both parties must agree to the revised or additional fee before further work proceeds.

FILE FORMATS:

Artworks and designs will be supplied to The Client in: PRINT READY JPEG & PDF and may be requested for in OPEN FILE FORMAT (.IND, .PSD OR .AI). Open files supplied for printing purposes only. No editing by The Client will be possible unless Adobe Photoshop, Indesign and/or Illustrator is used.

BACKUP:

Korporate Kulture is not responsible for the Backup of any Final Designs once supplied to The Client as stated above. After final sign-off & delivery, backup arrangements can be quoted for separately if requested for by The Client.

ERRORS & OMISSIONS:

Korporate Kulture is not responsible for errors and omissions supplied and/or approved by the client. E&OE.

Korporate Kulture is not responsible for proof reading any designs. The Client is responsible to check proofs and other deliverables carefully for accuracy in all respects, ranging from spelling to technical illustrations. The Clients' signature or go-ahead text (whether WhatsApp or e-mail), or that of the authorised representative is required on all artwork prior to release for printing, digital publication, or other implementation.

DEADLINES:

A Note on Deadlines:

Korporate Kulture works to acceptable deadlines (unless a disaster strikes). In order to do this for you, however, it is important that you hit every deadline, too. We will rely on you to keep the project flow going with your approvals and sign-offs, as well as getting the content for your design project in a timely manner—typically before any design can begin. Out-of-contact time and delays in approvals will directly affect the project schedule, necessitating our moving deadlines and milestones back accordingly, but note that payment milestones will remain as scheduled. By signing this document, you acknowledge your responsibilities in keeping the project on-schedule.

If The Client fails to deliver necessary content, resources, or feedback by the time Korporate Kulture deems crucial to any deadline, all deadlines and milestones (except payment milestones) will be adjusted accordingly.

The Client's failure to meet timeline/milestone or content obligations for a period of 7 days or more will result in reallocation of resources and work on the project will be delayed or may cease.

CANCELLATION:

A cancellation fee for work commenced or completed shall be paid by The Client, with the fee based on the stage of project completion. The fee will not exceed 100 % of the total project cost. This fee will be based on hours already spent on the project.

If after project commencement, client communication (face-to-face, telephone, or email) stops for a period of 30 days, the project can be cancelled by Craig Allan Design.

There upon, Korporate Kulture can choose to cease further work on the project.

PROMOTION & USAGE RIGHTS:

Korporate Kulture has the right to use the digital formats of all completed designs for publication or other promotional purposes and for these purposes only.

All design work and photography will be allowed for use by Korporate Kulture for portfolio purposes, in exhibitions, on the website and in print for the sole purpose of advertising Craig Allan Design's services.

COMMUNICATION:

Korporate Kulture can be reached by telephone or email from Monday to Friday between 8:30am and 4:30pm or by a best schedule appointment agreed upon. A 1-on-1 sit-in meeting or consultation can be arranged but strictly on appointment. All revisions to be supplied ONLY in written format via e-mail, no revisions will be commenced, based on telephonic requests/ discussions.

Client confirmation and approval to be provided for in writing, either via WhatsApp, email or any other communication means were traceable back the client directly.

CONFIDENTIALITY:

The Client must inform Korporate Kulture in writing before the project commences if any portion of any material or information provided by The Client is confidential.

INDEMNIFICATION:

The Client agree to indemnify and hold harmless Korporate Kulture from any and all loss, cost, expense, fees, liabilities, judgments and damages (including court costs and reasonable counsel fees and disbursements of counsel) on account of any and all manner of claims, demands, actions, and proceedings (including investigations and responding to subpoenas whether or not customer or Korporate Kulture is a party, collectively "Claims") that may be made or instituted against Korporate Kulture alleging that the job or work violates any copyright(s), trademark(s) or other property right(s) of any person or entity or that it contains any matter that is libelous or obscene or scandalous or invades any person's right to privacy or other personal right(s), except to the content caused by recklessness or willful misconduct of Korporate Kulture. The Client agrees, at Client's own cost and expense, to promptly defend and continue the defense of any Claims against Korporate Kulture, provided that Korporate Kulture gives the Client such reasonable time as the exigencies of the situation may permit in which to undertake and continue such defense.

VAT & B-BBEE COMPLIANCE

Note that, Korporate Kulture is not a VAT registered entity and all prices exclude VAT. Korporate Kulture is a wholly B-BBEE company however it does not hold a B-BBEE certificate as this is not required for businesses with a turnover of less than R10 million. An Affidavit, signed by a Commissioner of Oaths, can be availed for your perusal upon request as a legal binding declaration of B-BBEE compliance.

CONCLUSION

In order for us to obtain a high-level of excellence, your commitment to this project is highly valued and will be directly reflected in the results. By hiring Korporate Kulture you have enlisted the expertise at how best to accomplish the goals that both parties have defined. In order to accomplish those goals we require your participation and cooperation – even if you do not fully understand some of the elements or designer terms. In the end, we can only accomplish what we are allowed to accomplish; the quality of the result will depend significantly on the quality of your participation.

Date issued: 14 April 2019