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22 June 1992

Tienie Du Plessis

Dear Sir,

CREDA PRESS (TRANSVAAL)

A DIVISION OF CREDA PRESS (PTY) LTD Reg. No. 89/04210/07

1st Floor Swiss Park 10 Queens Road Parktown 2193 iste Vioer Swiss Park Queensstraat Parktown 2193 P.O. Box 1920 Houghton 2041

Posbus 1920 Houghton 2041

Tel. (011) 484-1820

Fax (011) 484-1162

Quotation No. 19269/02

This quotation is given subject to our acceptance, and if we so accept, then subject to the Conditions of Contract as printed overleaf, and such Conditions shall be deemed to be embodied in any contract arising out of this quotation.

We thank you for your enquiry and have pleasure in submitting our quotation detailed be low.

Please note that this quotation is valid for 30 days only and would have to be reconfir med after

this. We hope to be favoured with your order, which shall receive our prompt and careful  $\!\!1\!\!$ 

attention.

TITLE :

SIZE

QUANTITY

DESCRIPTION

ee

MATERIAL :

ORIGINATION 3

1993 CALENDAR 297mm x 210mm 2 000 ; 5 000 and 10 000

Each (24) pp Contents + Cover wiro bound with hole punched at head and trimmed flush.

in 1 col printed 12pp in 4 colours and (12pp

Zi olour. Cover printed in 4 colours one side and in 1 colour on the reverse.

Contents - 115 gsm Dukuza Gloss Art

Cover - 170 gsm Dukuza Gloss Art

Single page positives for Contents and 2pp spreads for Cover to be supplied by client

DELIVERY: Road Freight to Johannesburg PRICE \$ Excl. Vat Incl. Vat 2 000 R-12:-630.00\* RR P3- 893500 1 000 R/on Re. 3-2490:200:-- Rs... 3839 00 â\200\224 f>5 000 K..20 96050023056 ..00 1 000 R/on R33 020200 - ka 3722.00 10 000 R 34 660.00 R 38 126.00 1 000 R/on R= 2-840.00- â\200\234RR <3-124-00

Note: Terms 30 days net from date of statement.

Directors/Direkteure: D. D. Nick (Chairman/Voorsitter), W. W. Bolliger (Swiss), R. A. C harton, S. D. Hannath, A. H. McDowall (British)

CREDA PRESS (PROPRIETARY) LIMITED Reg. No. 89/04210/07

## CONDITIONS OF CONTRACT

In any contract that may arise out of the quotation overleaf, customers will be deemed to or paid by the Printer within its sole discretion as a result of any claim institute d and/or pur-

have ordered and Creda Press (Pty) Ltd  $a\200\230a\200\230$ the Printer $a\200\231$  shall be deemed to have accepted such sued or prosecution of the Printer arising from the printing or publication or circulation of

order, unless otherwise agreed in writing, upon and including the following terms and c ondi- any such matter. The Customer furthermore indemnifies the Printer and holds it harmless

tions: against and shall pay any claims, costs and expenses arising out of infringement of copy-

- 1. Customer is liable to pay sales tax unless copy of exemption certificate is provided .
- 2. Terms are 30 days net from date of statement unless other financial arrangements are agreed to in writing.
- 3. Interest on overdue accounts will be charged at the rate of 2% per month and if the Usury

Act No. 73 of 1968, as amended, is applicable, interest will be charged at the maximum rate permissible.:

- . All goods F.O.R. Cape Town unless otherwise stated.
- . Delivery of part of any order shall be deemed to be a delivery for which payment must be effected in terms of the invoice in respect thereof.
- . Quotations not accepted within THIRTY (30) days thereof shail be deemed withdrawn and cancelled.
- . The Customer shall pay for any Preliminary Work which is produced at his request, whether experimentally or otherwise.
- . Proofs, pulls, samples, specimens, sketches, photographs or any representation, whether

partial or total, of the finished article in whatever form may be submitted to the Cust omer

for approval. After approval, the Customer shall have no claim against the Printer for errors

in the exemplar as approved by him. Changes required by the Customer, other than the correction of Printer $\hat{a}$ 200\231s errors, may be charged for. In particular, if the Customer requires

for any reason, a reprint of any order of which he has previously approved which reprin t in-

cludes any change or alteration of any kind to the order, then such reprint shall be for the

account of the Customer notwithstanding that the customer may purport to make a claim arising from the original order.

- . Goods will be despatched to or must be collected by the Customer when ready and the Customer shail not refuse or delay to take delivery. Payment is due within THIRTY (30) days from date of Statement, unless otherwise agreed in writing.
- . When required to Expedite Delivery ahead of the time agreed upon for proper productio  $\boldsymbol{n}_{\boldsymbol{r}}$

the Printer shall not be liable for defects occasioned thereby. Should such delivery require

payment of overtime wages and other additional costs or delivery charges, all such extr as

are for the Customer's account.

. The Customer shall accept as good and complete delivery and shall pay the contract  $\operatorname{pr}$  ice

pro rata for any quantity that does not exceed or fall short of the quantity ordered by more

than ten per cent.

. Compiaints and Claims will only be considered if received by the Printer in writing  $\boldsymbol{w}$  ithin

FOURTEEN (14) days of delivery or date of consignment note, whichever is the earlier. The Customer shall, however, have no claims or right of set off in respect of damages o  ${\tt r}$ 

consequential loss howsoever arising.

. Standing matter and Printer's materials (hereinafter called  $a\200\234$ the goods $a\200\235$ ) of any kind what-

ever may be distributed, effaced or disposed of immediately after the order is executed,

unless written arrangements are made for retention. The Printer may charge reasonable rent for storage of  $a\200\234$ the goods $a\200\235$  retained at the Customer's request and shall not be re-

sponsible for any damages suffered by the Customer arising from the loss. theft, damage or destruction of any such goods, it being recorded that such goods are not insured.  $\hat{a} \sim 200 \sim 34$  The

 $goodsa\200\235$  shall be the property of the Printer unless otherwise agreed to in writing with the Customer.

. The Customer's Property and property supplied to the Printer on behalf of a Customer will

be held at the Customer's risk. The Printer will not be responsible for imperfect work caused by-defects in or unsuitability of material or equipment not supplied by the Printer.

Any claims in respect of such imperfect work shall be limited in accordance with paragraph

12 hereof. The Printer shall not be responsible for Customer's material wasted in cours e of

Production. Extra costs incurred through the use of defective material and/or Standing matter and Printerâ $\200\231s$  material and/or equipment supplied are for the Customer's account.

. The Printer shall not be required to reproduce any matter which, in its opinion, is I ilegal or

Defamatory. In the event that any claim is made against the Printer on the ground that any-

thing printed on behalf of the Customer is illegai or defamatory, the Customer indemnif ies

the Printer and holds it harmless against and shall pay all such damages, times and costs

(including the Printer's costs as between attorney and client) awarded against the Printer  $^{\prime}$ 

right, trademarks, patent or design.

. Unless otherwise agreed, either party may terminate any contract for printing a Perio dical

Publication by giving not less than THREE (3) months $\hat{a}$ \200\231 notice in writing. Nevert heless, the

Printer may forthwith terminate any such contract should moneys due remain unpaid or should any other of these conditions be breached.

. Any contract is subject to cancellation or variation by the Printer only by reason of Force

Majeure from any and every cause whatsoever beyond the Printerâ\200\231s control includ

ing, inter alia, inability to secure labour, materials, power or supplies, or by reason of A ct of

God, War, Civil Disturbances, Riot, State of Emergency, Strike, Lockout or other Labour Dispute, Fire, Flood, Drought, Legislation, Burglary or Theft.

- . The Customer shall be liable for and the Printer may recover from the Customer any
- increase in cost of production and materials which occurs between the acceptance and execution of any order.
- . The Printer shall not be required to work to tolerances closer than those applicable to the

materials obtained by him in the ordinary course of trade. No liability shall arise fro  ${\tt m}$  varia-

tions in the standard, quality and performance of such materials.

. It is the sole responsibility of the Customer to determine whether the goods ordered by  $% \left( 1\right) =\left( 1\right) \left( 1\right) +\left( 1\right) \left( 1\right) \left( 1\right) +\left( 1\right) \left( 1\right) \left($ 

him are suitable for the purpose for which he intends using them. The Printer gives no war-

ranty, express or implied, concerning the suitability of the goods supplied for any pur pose

whatever. The Printer shall not be liable for any direct, indirect, consequential or ot her

joss, claims of set off and counterclaims, including loss to THIRD PARTIES, arising out of

errors in carrying out a contract, or by delay in delivery, or by unsuitability of good s for use as intended.

. When payment is overdue, the Printer may suspend deliveries without notice and without t

prejudice to any other legal remedy until due payment has been made. Notwithstanding any of the aforesaid provisions, any moneys in respect of goods completed but not delivered shall thereupon forthwith become due and payable. Moreover, the Printer may exercise a general lien on all items printed on behalf of the Customer and property in his

hands and may dispose of such items and property as he sees fit and apply the proceeds towards such debts. The Printer may also elect to cancel and not to produce any unmade balance of such contract and recover from the Customer any loss sustained by so doing. The acceptance by the Printer of any Promissory Note or Bill of Exchange shall not be regarded as a novation of any existing debt, nor shall it in any way affect the Printer  $a\200\231s$  lien aforesaid.

. In the event that a dispute arises between the Customer and the Printer, then such dispute

may, at the instance of the Printer only, be resolved by the decision of an expert appointed

for that purpose by the President of the Cape Chamber of Printing and Allied Industries for

the time being. In so deciding upon the dispute, the decision of the expert shall be final

and binding on both parties. Such dispute shall be informally decided without the neces -

sity for pleadings or evidence, but in so deciding the dispute, such expert shall give effect

and apply to the provisions of the agreement between the Printer and the Customer, including these Conditions of Contract.

. No Variation of these Conditions of Contract or of the agreement between the Printer and  ${\bf r}$ 

the Customer, which incorporates these Conditions of Contract, shall be of any force or effect unless reduced to writing and signed by both parties.

. The Customer consents to the jurisdiction of the Magistrateâ\200\231s Court in terms of Section 45

of the Magistrate's Court Act 1944, as amended, in respect of any action or proceedings which may be instituted against the Customer for any amount due by the Customer. Notwithstanding the aforegoing, the Printer will be entitled, in its discretion, to institute any action or proceedings against the Customer in any Supreme Court which has jurisdiction.

- . If goods ordered by a Customer are to be despatched by bulk postage, an amount equal to
- . the cost of the bulk postage shall be paid to the Printer by the Customer upon reques t. If

such amount is not so paid, the Customer shall pay the same when the balance of his account is due and will then have to pay for postage as if no bulk discount had been received.

. The Customer chooses domicilium citandi et executandi at the address at which the Statements are addressed.

\/We acknowledge that we have read and agree to the above conditions.

Signed at

The Customer/for the Customer (delete whichever is not applicable)

Tienie Du Plessis 19269/02

Bxel...-Vat-â\200\224-Inel-<-Vat</pre>

Extra for laminating Cover one side only :

2 000 R 720.00 R 792.00  $200\224\200\224 > 5$  000 RT 590. 007 RT 749.00 10 000 RS 000.00 kh 3. 300,00

1 000 Run on R 300.00 R 330.00

Extra for U V Varnishing Cover one side :

2 000 R 530.00 R 583.00 5 000 R 860.00 R 946.00 10 000 R- ..1-370.00â\200\224.R.-.1--507.00 1 000 Run on R 120..,00;22R 132.00

Extra for M/C Varnishing Cover one side :

2 000 R 200.00 R 220.00 5 000 R 320.002 352.00 10 000 R 520700 561.00 1 000 Run on R 40.00 R 44.00

Subject to sight of final copy Subject to material increases

HMK/bb

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Voor - Prroclu Kee, :

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