

CREDA PRESS (TRANSVAAL)

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

1st Floor Swiss Park 10 Queens Road Parktown 2193 1ste Vloer Swiss Park Queensstraat Parktown 2193 P.O. Box 1920 Houghton 2041 Posbus 1920 Houghton 2041 Tel. (011) 484-1820 Fax (011) 484-1162

22 June 1992

Tienie Du Plessis

Quotation No.

19269/02

Att : Tienie

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.

Dear Sir,

We thank you for your enquiry and have pleasure in submitting our quotation detailed below. Please note that this quotation is valid for 30 days only and would have to be reconfirmed after this. We hope to be favoured with your order, which shall receive our prompt and careful attention.

TITLE : 1993 CALENDAR

SIZE : 297mm x 210mm

QUANTITY : 2 000 ; 5 000 and 10 000

DESCRIPTION : Each (24) pp Contents + Cover wire bound with

hole punched at head and trimmed flush.
Contents printed 12pp in 4 colours and 12pp
in 1 colour. Cover printed in 4 colours one

side and in 1 colour on the reverse.

Yours faithfully, for CREDA PR

MATERIAL : Contents - 115 gsm Dukuza Gloss Art

Cover - 170 gsm Dukuza Gloss Art

ORIGINATION : 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 R 13 893.00 1 000 R/on R 3 490.00 R 3 839.00 **⇒**5 000 R 20 960.00 R 23 056.00 1 000 R/on 3 020.00 3 322.00 R R 10 000 R 34 660.00 R 38 126.00 1 000 R/on R 2 840.00 R 3 124.00

Note: Terms 30 days net from date of statement.

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 have ordered and Creda Press (Pty) Ltd "the Printer" shall be deemed to have accepted such order, unless otherwise agreed in writing, upon and including the following terms and conditions:

- 1. Customer is liable to pay sales tax unless copy of exemption certificate is provided.
- 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.
- 4. 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 shall be deemed withdrawn and cancelled.
- The Customer shall pay for any Preliminary Work which is produced at his request, whether experimentally or otherwise.
- 8. 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 Customer 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's 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 reprint includes 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 shall not refuse or delay to take delivery. Payment is due within THIRTY (30) days from date of Statement, unless otherwise agreed in writing.
- 10. When required to Expedite Delivery ahead of the time agreed upon for proper production, 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 extras are for the Customer's account.
- 11. The Customer shall accept as good and complete delivery and shall pay the contract price pro rata for any quantity that does not exceed or fall short of the quantity ordered by more than ten per cent.
- 12. Complaints and Claims will only be considered if received by the Printer in writing within 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 or consequential loss howsoever arising.
- 13. Standing matter and Printer's materials (hereinafter called "the goods") of any kind whatever 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 "the goods" retained at the Customer's request and shall not be responsible 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. "The goods" shall be the property of the Printer unless otherwise agreed to in writing with the Customer.
- 14. 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 course of production. Extra costs incurred through the use of defective material and/or Standing matter and Printer's material and/or equipment supplied are for the Customer's account.
- 15. The Printer shall not be required to reproduce any matter which, in its opinion, is Illegal or Defamatory. In the event that any claim is made against the Printer on the ground that anything printed on behalf of the Customer is illegal or defamatory, the Customer indemnifies the Printer and holds it harmless against and shall pay all such damages, fines and costs (including the Printer's costs as between attorney and client) awarded against the Printer.

- or paid by the Printer within its sole discretion as a result of any claim instituted and/or pursued or prosecution of the Printer arising from the printing or publication or circulation of any such matter. The Customer furthermore indemnifies the Printer and holds it harmless against and shall pay any claims, costs and expenses arising out of infringement of copyright, trademarks, patent or design.
- 16. Unless otherwise agreed, either party may terminate any contract for printing a Periodical Publication by giving not less than THREE (3) months' notice in writing. Nevertheless, the Printer may forthwith terminate any such contract should moneys due remain unpaid or should any other of these conditions be breached.
- 17. 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 Printer's control including, inter alia, inability to secure labour, materials, power or supplies, or by reason of Act of God, War, Civil Disturbances, Riot, State of Emergency, Strike, Lockout or other Labour Dispute, Fire, Flood, Drought, Legislation, Burglary or Theft.
- 18. 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.
- 19. 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 from variations in the standard, quality and performance of such materials.
- 20. It is the sole responsibility of the Customer to determine whether the goods ordered by him are suitable for the purpose for which he intends using them. The Printer gives no warranty, express or implied, concerning the suitability of the goods supplied for any purpose whatever. The Printer shall not be liable for any direct, indirect, consequential or other loss, 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 goods for use as intended.
- 21. When payment is overdue, the Printer may suspend deliveries without notice and without 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's lien aforesaid.
- 22. 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 necessity 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.
- 23. No Variation of these Conditions of Contract or of the agreement between the Printer and the Customer, which incorporates these Conditions of Contract, shall be of any force or effect unless reduced to writing and signed by both parties.
- 24. The Customer consents to the jurisdiction of the Magistrate's 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 'he Customer. Notwithstanding the aforegoing, the Printer will be entitled, in its discretion, to institute any action of proceedings against the Customer in any Supreme Court which has jurisdiction.
- 25. 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 request. 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.
- 26. The Customer chooses domicilium citandi et executandi at the address at which the statements are addressed.

I/We acknowledge that we have read and agree to the above conditions.						
Signed at	this	day of	19			
	En and Carel and Carel	Supplies the suppl				

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

Excl. Vat Incl. Vat

Extra for laminating Cover one side only :

2	000	R		720.00	R		792.00
	000	R	1	590.00	R	1	749.00
10	000	R	3	000.00	R	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	370.00	R	1	507.00
1	000	Run	on	R		120.00	R		132.00

Extra for M/C Varnishing Cover one side :

2	000	R	200.00	R	220.00
5	000	R	320.00	R	352.00
10	000	R	510.00	R	561.00
1	000 Run on	R	40.00	R	44.00

Subject to sight of final copy Subject to material increases

HMK/bb

Mas Pers: drukkers.

J. Ball: Perrose drukkers

Sigma drukkers

D Bel hulle

E/3a, die kalender begroting

Voor-produksie:

13 x Kleinfoto's (RISO elk)

13 x A4 Kleinskindings (R800 elk)

10 400 - 00

14 x A4 setwerk (R 35 per p.)

Outwerp 36 wre @ R60 per um

40

15 000 - 00

Drukko	te: Druk/bind	,	Voor-produks	ii	Totaal	Eenheid
* 2000			15 000 -00	=	27100-00	13.55 elk
* 5000	18 062 -00			=	33062-00	6.61 elk
*10000	27 720-00			=	42720-00	4.27 elk

* Jekram:

ekstra vib draad:

2000 2585-00

5000 6636-00

10000 13706-00

500	00	druhwerk	20080
			2350
20 080	drukwe	ech	20 080
1 950	fotos		10 000
2650	outwe	p	30,080
6 000			
30680			

Colow: houstnal

762-00

2× logo's — Black

1 × A4 — Chromolini V proofs

2× A4 — dielinie S

2× A4 — print file Venture #68 00 + 10%

2× A6 colour scans

1 × A6 b/w "

1 × Background tent

Tony

(011) August 614 4581 A.J.F. Printers.

EBa: R 20 000 Kalender - 18th Week in Sept. foto's alles in Icleur BTW ingestrict

2000 11 308-00

3000 13 772-00

4000 16 236-00

5000 16 313-00

5.5 2000 10 280-00+720-00=11000+27W. 3.28 5000 14 830-00+1590-00=16420-00+87W2.52 10 000 22 200-00+3000-00=25200-00+87W

> 13 × A4 Kleurskeidings = 10 400 -00 14 × A4 hinotrorie setwerk = 500-00 Outweep 40 nr = 2000-00 36 × 55.00 1980-00

Klippies: verminder Tantieme en maak vorm. 1/28 in posters.

Mico: Drinsdag Donder dag 805 5070 Manielsdi UNISA 429 4619 oggend (011) 9641210 Huis E/za: Drukkosk CREDA PRESS

Druk haminsin BTW

2000 10 280-00 + 720-00 + 1100-00 = 12100-00

5000 14 830-00 + 1590-00 + 1642-00 = 18062-00

10 000 22 200-00 + 3000-00 + 2520-00 = 27720-00

13x Klem foto's (R 150 elk) 1950-00

13x A4 Klemskeidings (R800 elk) 10 400-00

14x A4 setwerk (R35 per p.) 490-00

Outwerp 36 ure @ Rs-5-00 per um

1980-00

14820-00

Voor-produksie:

13 x kleurfoto's (RISO-00 elk)