



## STANDARD TERMS AND CONDITIONS

### SPAZA BRANDING

#### **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 spaza branding and other services 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 "ConnectFMCG" refers to the Field Application designed inhouse and used by the Company to report on the execution of services and report back to Clients.
- 1.6 "Spaza" refers to a small shop that somebody operates from or near their homes selling goods to local community, especially in a township.

#### **2. Services:**

- 2.1 The Company agrees to provide spaza branding Services as described in the Agreement. The formal quotation provided by the Company shall be valid for 14 days.
- 2.2 Any changes or additions to the Services must be agreed upon in writing by both parties.
- 2.3 The Services include once-off spaza brandings as well as maintenance packages if taken by the Client.

#### **3. Fees and Payment:**

- 3.1 The Client agrees to pay the Company the agreed-upon fees for the Services which includes a 70% deposit.
- 3.2 The balance shall be due 30 days from statement. No production will commence without proof of deposit payment which can lead to delays.
- 3.3 The Client acknowledges that once an order has been placed no refund shall be applicable.
- 3.4 If no order has been placed with the Company, a 25% of the 70% deposit shall be refundable.
- 3.5 The Client shall remain liable for all artwork and design invoices which will have to be paid in full.
- 3.6 The Company may suspend delivery of its 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.
- 3.7 Should an order number be received without a signed Agreement; the standard terms and conditions will still apply.
- 3.8 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 branding or any damage or destruction to its content as a result of *vis major*, strikes, riots, lockouts, fire, floods, drought or any other cause beyond the Company's control or otherwise.



## STANDARD TERMS AND CONDITIONS

### SPAZA BRANDING

3.9 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.

#### **4. Duration:**

4.1 This Agreement shall commence on the date according to the formal quotation and shall remain in force and effect as outlined in the Agreement.

4.2 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.

#### **5. Client Responsibilities:**

5.1 The Client shall provide all necessary information, materials, and access required for the successful execution of the Services.

5.2 In order for smooth execution and brand loyalty the Client is encouraged to supply seeding stock to the spaza shop.

#### **6. Artwork**

6.1 The Company provides a design service at an additional cost per hour.

6.2 Should any resizing of artwork, changes, corrections, or proofs be required, an additional charge per hour will be charged.

6.3 Once a contract has been signed, artwork needs to be provided to the Company within 14 days.

6.4 The Client shall provide suitable artwork that are 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:

6.4.1 details of artwork and colour layout requirements are laid out on a specification artwork template which must be followed closely for optimal results.

6.4.2 supply of pantone colours for printing purposes.

6.5 The Client may be 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.

6.6 The artwork supplied shall only be kept on the Company's servers for a period of two years.

6.7 Artwork may be rejected by the Spaza or store owner and the Company has no control over this.

#### **7. Specifications**

7.1 The average size spaza store will vary between 20sqm – 60sqm.



## STANDARD TERMS AND CONDITIONS

### SPAZA BRANDING

- 7.2 The spaza branding rates are not based on a square meter price per each spaza. Costs are calculated on the average size of 30m<sup>2</sup> per spaza (there will be small, medium and large within the selected spazas).
- 7.3 ConnectFMCG field reports is available at no charge during the transformation of the spaza – thereafter all additional data/reports are charged on request.
- 7.4 Product distribution projects are charged separately and available on request.
- 8. Confidentiality:**
- 8.1 Both parties agree to keep confidential any proprietary or confidential information disclosed during the course of the Services.
- 9. Limitation of Liability:**
- 9.1 The Company shall not be liable for any indirect, incidental, special, or consequential damages arising from the Services.
- 9.2 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.
- 9.3 The Company is not liable for ensuring the spaza has the Clients product/service available in the store at all times subsequent to the branding.
- 9.4 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.
- 9.5 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.
- 9.6 The Client indemnifies the Company and/or the spaza against any liability, whether in respect of damages, costs or otherwise that the Company or the Spaza may incur.
- 9.7 The Company reserves the right to reproduce the before/after renderings and data of the rebranding effort.
- 9.8 The Company shall not be liable for media or rebranding due to the closure of a spaza.
- 9.9 The total liability of the Company under this Agreement shall not exceed the total fees paid by the Client.



## STANDARD TERMS AND CONDITIONS

### SPAZA BRANDING

#### 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 Spaza 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.

#### 11. **Breach:**

- 11.1 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.
- 11.2 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 Spaza 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.
- 11.3 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.



## STANDARD TERMS AND CONDITIONS

### SPAZA BRANDING

#### **12. Governing Law:**

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of South Africa.
- 12.2 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.

#### **13. General:**

- 13.1 This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements.
- 13.2 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.
- 13.3 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.
- 13.4 Amendments to the Agreement must be in writing and signed by both parties thereto.
- 13.5 The Company reserves the right to take photographs or images of media or branding material for public use.

#### **14. Costs:**

- 14.1 From the date of quotation to the date of order confirmation, any variations of prices due to material availability and price increases from suppliers will be for the Client's account.
- 14.2 All work shall be done in normal weekday work hours. If the task moves into weekend time or after hours as a result of changes you make, overtime charges shall apply.
- 14.3 Once signage has been installed at your nominated positions and thereafter you require them to move, a fee shall be charged.
- 14.4 The Company may charge fees for storage of goods retained at the customer's request. The Clients property will be held at their own risk.



## STANDARD TERMS AND CONDITIONS

### SPAZA BRANDING

#### 15. Signature

- 15.1 Signature of the quote or any other written form of acceptance shall constitute acceptance of The Company's full set of Terms and Conditions.
- 15.2 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.
- 15.3 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: \_\_\_\_\_