

# TERMS AND CONDITIONS FOR PCG ENTERPRISES (PTY) LTD

UPDATED AS OF 11<sup>th</sup> June 2024

## Introduction

PCG ENTERPRISES (PTY) LTD a Registered Company in the Republic of South Africa with Company Registration No: 2019/166536/07 - VAT: 4690287505 and its Registered Offices at 195 JAN SMUTS AVENUE, ROSEBANK, GAUTENG, 2196, South Africa, is a provider of large format printing, signage, vehicle branding, PCG ENTERPRISES (PTY) LTD is also fabricator and supplier of signs, lightboxes, channel letters & manufacturer of display stands (shop fitting). By engaging our services or purchasing our products, you agree to be bound by these Terms and Conditions. Please read them carefully.

## Definitions

For the purpose of these Terms and Conditions, the following definitions apply:

- **Client:** Any individual, company, or entity that engages with PCG ENTERPRISES (PTY) LTD to procure services or products.
- **Supplier:** Refers to any individual, company, or entity that provides goods or services to PCG ENTERPRISES (PTY) LTD, including but not limited to manufacturers, subcontractors, and consultants.
- **Project:** Any undertaking agreed upon by PCG ENTERPRISES (PTY) LTD and a Client, involving the provision of services or products as specified in a agreement or quotation.
- **Goods:** Any tangible items provided by PCG ENTERPRISES (PTY) LTD to a Client as part of the project deliverables, including but not limited to printed materials, signs, lightboxes, and channel letters.
- **Service(s):** Any work performed by PCG ENTERPRISES (PTY) LTD for a Client, as outlined in the quotation, agreement or contract, including but not limited to large format printing, signage creation, custom fabrication, consultation and other related tasks.
- **Quotation:** A document provided by PCG ENTERPRISES (PTY) LTD outlining the proposed scope of work, associated costs, and terms for a specific project requested by a Client.
- **Contract/Agreement:** A binding legal document between PCG ENTERPRISES (PTY) LTD and a Client or Supplier that outlines the duties, responsibilities, and terms of engagement for a specified project or supply arrangement.
- **Digital Acceptance:** The act of agreeing to the terms and conditions and other contractual obligations through electronic means, such as email or a digital signature platform.
- **Installation:** The process of setting up or assembling delivered goods at a designated location as specified in the project agreement.
- **Dispute Resolution:** The method by which conflicts or disagreements arising from the execution of a project or the interpretation of the terms and conditions are resolved, including mediation, arbitration, or litigation as detailed in the agreement.

- **Force Majeure:** Events outside the reasonable control of either party, including but not limited to natural disasters, war, strikes, and governmental actions, which may prevent or delay the fulfillment of any obligations under the agreement.

## Services Offered

- **Large Format Printing:** We specialise in producing high-resolution prints for a variety of applications, including banners, posters, using state-of-the-art printing technology to ensure premium quality and durability.
- **Signage Creation:** Our team designs and manufactures custom signage solutions for businesses, including but not limited to indoor and outdoor signs, directional signage, and informational signs to enhance brand visibility and communication.
- **Custom Fabrication:** We provide bespoke fabrication services for signs, lightboxes, and channel letters, offering a range of materials and design options to suit specific branding requirements and aesthetic preferences.
- **Bespoke Manufacturing of Display Stands:** Tailored to the needs of retail and exhibition spaces, our custom-designed display stands are crafted to showcase products and services effectively, enhancing client engagement and sales potential.
- **Vehicle Branding Solutions:** We offer comprehensive vehicle branding services, from design to application, transforming vehicles into moving advertisements with high-quality graphics and wraps.
- **Consultation:** Our team offers expert consultation services to ensure that all your specific needs are met. We work closely with you to understand your objectives and provide solutions that align with your business goals.

Further details of our services, including specifications, limitations, and examples of our work, are available on our website and will be provided in quotations or invoices tailored to the specific needs of each client.

## Customisation and Consultation

We understand that each client has unique requirements. Therefore, we offer Customisation options for all our services and encourage clients to consult with our team. This ensures that we can effectively and efficiently meet their specific needs.

## Quotations and Job Specifications

At PCG ENTERPRISES (PTY) LTD, every project begins with a thorough understanding of the client's needs, leading to a detailed quotation and job specification process. This foundational step ensures that both parties have a clear and mutual understanding of the project's scope, deliverables, timelines, and associated costs.

### Process and Agreement:

- **Detailed Analysis:** Our team conducts an in-depth analysis to tailor our services to your unique requirements, ensuring the proposed solutions align with your objectives.
- **Quotation Development:** A comprehensive quotation is prepared, detailing the scope of work, projected timelines, and estimated costs. Accompanying job specifications provide a breakdown of the technical and creative aspects of the project.

- **Timeline Estimates:** Please note that all timelines provided, whether in writing, verbally, or through other forms of communication, are best estimates and not guaranteed. Factors beyond our control may influence actual project timelines.
- **Superseding Clause:** The terms and conditions regarding timelines, delivery dates and installation dates set forth in this document, will supersede any verbal, written or electronic communications or agreements. This includes any prior or future understandings or discussions regarding timelines, deadlines, and project specifications. along with any additional terms regarding timelines, delivery dates and installation dates provided in subsequent documents such as the site inspection / assessment document, job work card etc... related to the proposed project.

#### **Approval, Changes, and Liability:**

- **Written Approval:** To initiate the project, we require your written approval of the quotation and job specifications. Any changes to the project scope must also be documented and approved in writing to ensure clarity and mutual agreement.
- **Scope Adjustments:** Modifications to the initial project scope may necessitate revisions to the quoted price and estimated timelines. These adjustments will be communicated for your approval, maintaining transparency and alignment.
- **Liability for Timelines:** While we strive to meet estimated timelines, PCG ENTERPRISES (PTY) LTD cannot be held liable for any losses or damages resulting from delays. Our commitment is to provide timely updates and work diligently to meet project milestones within the agreed-upon framework.

#### **Project Specification Changes and Additional Charges:**

At PCG ENTERPRISES (PTY) LTD, we understand that project requirements may evolve. To accommodate changes to project specifications after the initial agreement has been made, we have established the following procedure:

##### **1. Requesting Changes:**

- Clients wishing to modify the project specifications must submit their request in writing (email or formal letter). The request should detail the desired changes and any additional requirements.

##### **2. Assessment of Changes:**

- Upon receipt of a change request, our team will assess the impact of the proposed changes on the project's scope, timeline, and cost. This assessment will consider factors such as additional materials needed, increased labour, extended timelines, and any other resources that may be required to accommodate the changes.

##### **3. Communication and Approval:**

- We will provide a detailed proposal outlining the impact of the requested changes, including a revised quotation and project timeline. This proposal will detail any

additional charges resulting from the changes. The client must review this proposal and provide written approval before any adjustments are made to the project.

**4. Additional Charges:**

- Additional charges will be clearly itemised in the revised proposal. These may include, but are not limited to, costs for extra materials, additional labour, extended project timelines, and any other resources required to implement the changes. The method for calculating these charges will be transparent and based on our standard rates for labour and materials.

**5. Implementation of Changes:**

- Once the client approves the revised proposal, including any additional charges, we will proceed with implementing the changes as per the revised specifications. The approval of changes signifies the client's agreement to the adjusted scope, timeline, and costs.

**6. Adjustments to Payment Schedule:**

- Depending on the extent of the changes and the additional costs involved, adjustments may be made to the payment schedule. Any such adjustments will be agreed upon as part of the approval process for the change request.

**Note:** Changes to project specifications may result in delays to the project completion date. We will make every effort to minimise such delays and to deliver the project within the revised timeline.

**Engagement Agreement:**

By engaging with PCG ENTERPRISES (PTY) LTD for any of our services, clients acknowledge and agree to be bound by the terms and conditions outlined in this document, as well as any additional terms provided throughout the lifecycle of the project. This agreement ensures a structured and transparent process, aiming for the successful completion of your project in accordance with the highest standards of quality and professionalism.

To ensure the enduring adherence to the terms outlined herein, this agreement shall remain in full force and effect even after the completion of the project or the termination of the business relationship between PCG ENTERPRISES (PTY) LTD and the client. This includes, but is not limited to, obligations regarding confidentiality, payment, liability, intellectual property rights, and dispute resolution. The provisions set forth in this document shall survive the termination or conclusion of any specific project or business engagement to protect both parties and uphold the integrity of our mutual commitments.

**Quotation Validity:**

Quotations provided by PCG ENTERPRISES (PTY) LTD are valid for a period of 14 days from the date of issuance, unless otherwise specified. Acceptance of a quotation by a client must be confirmed in writing (including email or via our digital acceptance platform) within this validity period. Upon acceptance, the client is required to make a deposit payment as outlined in the quotation, which signifies the client's agreement to proceed with the services or products specified and to adhere to

the terms and conditions set forth by PCG ENTERPRISES (PTY) LTD. Failure to accept the quotation within the validity period may result in a re-evaluation of prices and terms.

## **Delivery and Installation Terms**

PCG ENTERPRISES (PTY) LTD advises clients that production timelines can fluctuate. PCG ENTERPRISES (PTY) LTD is not liable for any losses or damages resulting from delayed deliveries. Delivery dates provided by PCG ENTERPRISES (PTY) LTD are estimates and not guarantees. While we strive to meet these timelines, we do not accept liability for any indirect or consequential damages caused by delays.

**"Delivery"** refers to the transportation of goods from PCG ENTERPRISES (PTY) LTD's premises to the client's specified location. The risk of loss or damage to the goods passes to the client upon completion of delivery, at which point the goods are considered to have been successfully delivered. Clients are encouraged to inspect delivered goods promptly upon receipt.

"Installation" involves the professional setup or mounting of goods at the client's premises or specified location, performed by qualified personnel from PCG ENTERPRISES (PTY) LTD or its designated contractors. The risk remains with PCG ENTERPRISES (PTY) LTD until installation is complete and accepted by the client, signified by a signed completion document. Installation acceptance indicates the client's acknowledgment that the installation has been completed to their satisfaction and in accordance with agreed specifications.

It is the client's responsibility to provide safe and reasonable access to the site for both **delivery** and **installation**. Any delays or additional costs incurred due to inadequate access or preparation by the client will be subject to additional charges.

## **Installation Day Protocol**

**Preparation Verification:** Upon arrival, the installation team will verify that all pre-site preparations have been completed. If the site is not ready, the following steps will be taken: The client will be notified immediately.

- The installation team will leave the site and reschedule the installation for a later date.
- Travel and call-out charges will be applied.
- If the client requests the team to wait, a standing charge will be applicable until the site is ready for installation.

## **Artwork Design Policy**

Full payment is required for all artwork designed by PCG ENTERPRISES (PTY) LTD prior to commencement, unless a different arrangement has been explicitly agreed upon in writing. PCG ENTERPRISES (PTY) LTD retains all intellectual property rights to its designs, as protected under the South African Copyright Act, 1978 (Act No. 98 of 1978) and its subsequent amendments. Unauthorised reproduction, whether of commissioned or general artwork, is strictly prohibited without explicit written consent from PCG ENTERPRISES (PTY) LTD.

## **Artwork, Design, and Site Inspection Fee Policy**

**Conditional Fee Waiver:** PCG ENTERPRISES (PTY) LTD is committed to providing high-quality artwork, design, and site inspection services. To support project viability and client satisfaction, we offer a conditional waiver of fees for these services under the following terms:

- **Site Inspections and Associated Fees:** Fees for site inspections, including travel, travel time, and measurements, are initially chargeable. These fees will be waived and absorbed into the project cost should the client commission PCG ENTERPRISES (PTY) LTD for the execution of the project based on the provided site inspection. If the project is not commissioned to PCG ENTERPRISES (PTY) LTD, the client will be responsible for covering these fees in full.
- **Artwork and Design Creation:** Charges associated with the creation of artwork, designs, and 3D renderings are applicable to cover the intellectual effort and resources utilised. These fees are due regardless of the project's commissioning. Should PCG ENTERPRISES (PTY) LTD be commissioned for the project, the design fees can be negotiated as part of the overall project cost; this negotiation will be formalised in writing. All artwork and design remain the intellectual property of PCG ENTERPRISES (PTY) LTD. Clients wishing to retain ownership of the designs for future use must settle the design fees in full, separate from the project costs.

**Client Acknowledgment:** By requesting site inspections, artwork, or design services from PCG ENTERPRISES (PTY) LTD, clients acknowledge these conditions and agree that:

- Site inspection fees, including travel, travel time, and measurements, are only waived upon the commissioning of the project to PCG ENTERPRISES (PTY) LTD.
- Artwork and design fees are due for any use outside the commissioned project, with ownership of such intellectual property remaining with PCG ENTERPRISES (PTY) LTD until paid for in full.

This policy is designed to ensure fairness and transparency in our engagements, recognising the value of our services and the importance of our clients' satisfaction and business success. For any clarifications or further information regarding this policy, please do not hesitate to contact us.

## **Content Responsibility**

The client indemnifies PCG ENTERPRISES (PTY) LTD PTY LTD against all legal actions arising from libelous or copyright-infringing content provided by the client for printing.

## **Pricing and Payment**

Prices for our services and products are provided upon request and are subject to change. A deposit or full payment may be required to commence work on your project. Full payment terms will be outlined in your quote or invoice. Payment methods accepted are Bank Transfers "EFT's" or Online payments through the payment link on the Invoice. Payments are strictly upfront with a deposit, balance of payments to be settled immediately after installation.

## **Credit Verification Process**

Upon acceptance of a quote, the client authorises PCG ENTERPRISES (PTY) LTD to conduct necessary credit and identity checks. The client also consents to third-party involvement in these checks if PCG ENTERPRISES (PTY) LTD opts to outsource this process.

## **Ownership and Payment Terms**

Goods supplied remain the property of PCG ENTERPRISES (PTY) LTD until full payment is received, though risk passes to the buyer upon **delivery**. PCG ENTERPRISES (PTY) LTD may repossess unpaid goods within 31 Calendar days, with any associated costs borne by the client.

## **Physical Signage Storage**

Stored signage is at the client's risk, with potential storage fees, and the PCG ENTERPRISES (PTY) LTD is not liable for any loss or damage.

## **Late Payment Policy**

Invoices overdue by 30 days are subject to recovery costs. Overdue accounts may be transferred to a collection agency.

## **Job / Project Commencement:**

**Work on jobs will only commence only after payment has cleared and all artwork has been approved and signed off by the client.** We understand the urgency often associated with projects and strive to meet project timelines efficiently. However, to ensure fairness and resource allocation that respects all our clients' needs, payment clearance and artwork approval is a necessary step before the initiation of any work.

## **Installation Policies**

- **Sign Installation Alignment:** PCG ENTERPRISES (PTY) LTD will align signs according to a spirit level. Any requests to follow a different alignment will be accommodated once. Repeated changes will incur additional charges based on hourly installation rates.
- **Outstanding Balances:** No job will proceed if the client has any outstanding balances owed to PCG ENTERPRISES (PTY) LTD.
- **Warranties:** Warranty terms are limited to manufacturer warranties. Material durability does not cover print fade, which can occur due to various factors over time.

## **Equipment Rental and Hire**

Quoted amounts for the hiring of equipment, such as scaffolding, skyjacks, and mobile elevated platforms, are estimations based on daily rental rates. Actual costs may vary depending on the project duration for which the client will be billed for. For tasks requiring work above 6/7 meters, PCG ENTERPRISES (PTY) LTD will utilise mobile elevated platforms (MEWPS) ie... Cherry Pickers, Scissor Lifts instead of scaffolding.

## **Project Completion Timeline**

Standard project completion is approximately 21 working days. For urgent or special requests, clients should consult PCG ENTERPRISES (PTY) LTD beforehand.

## **Client Responsibilities**

### **Documentation and Licensing**

Clients must inform PCG ENTERPRISES (PTY) LTD of any required documentation (e.g., Licences, permits, certificates, proof of insurance) at least 7 business days prior to installation.

### **Site Access and Preparation**

Clients are responsible for making necessary arrangements with landlords, security, municipalities and/or local authorities for permissions, access, permits, parking arrangements and permissions prior to installation. The site must be prepared for installation in accordance with the site inspection / assessment documentation.

### **Site Preparation by Client**

Clients are expected to prepare the site as per PCG ENTERPRISES (PTY) LTD's recommendations referred to in the site inspection / assessment document, PCG ENTERPRISES (PTY) LTD can undertake preparation tasks for a fee.

**Utility Markouts:** All necessary utilities lines (e.g., electrical, water lines) to be properly marked out by client and inform PCG ENTERPRISES (PTY) LTD of any possible problems that might arise during the installation that might not of been marked out to avoid damage during installation.

**Refuse Removal:** Clients are expected to provide onsite refuse containers for waste disposal. If not available, PCG ENTERPRISES (PTY) LTD will charge for refuse removal services.

### **Electrical Installation Requirements:**

Installation of electrical signage by PCG ENTERPRISES (PTY) LTD or its nominee does not include wiring or switches, Coc approvals which remain the client's responsibility and must comply with local codes. The client is responsible for ensuring that all electrical installations are performed by qualified personnel and adhere to all applicable safety standards and regulations.

**Notification of Issues:** Clients have a 7-day window post-installation to report any problems. Failure to report within this period will result in the job being deemed successful and the client satisfied.

## **Cancellation Policy**

At PCG ENTERPRISES (PTY) LTD, we understand that our clients' needs may change. This policy outlines the terms under which clients may cancel custom or special orders and is designed to be compliant with the Consumer Protection Act (CPA) of South Africa.

**Cancellation Timeframe:** Clients may cancel their custom or special orders within 3 to 5 business days from the date of quotation acceptance. Cancellations must be submitted in writing to PCG ENTERPRISES (PTY) LTD within this timeframe.

## **1. Refunds for Cancellations Before Work Commences:**

- **Full Refund:** If the cancellation is made before any work has commenced and no materials specific to the project have been ordered, the client is entitled to a full refund of any deposits or prepayments made.

## **2. Materials Ordered and Work Commenced:**

- **Immediate Material Ordering:** To ensure timely project progression, PCG ENTERPRISES (PTY) LTD may order materials immediately upon payment reflection or, in some cases, in anticipation of payment.
- **Restocking Fee and Non-returnable Materials:** In the event of a cancellation after materials have been ordered, please be aware that:
  - A restocking fee of up to 20% may apply for returned materials, as charged by our suppliers.
  - Materials that have been cut or otherwise customised for the project cannot be returned.
- **Recovery of Costs:** The client will be responsible for:
  - The cost of the materials ordered, including the restocking fee where applicable.
  - Any costs associated with non-returnable materials.
  - Additional expenses incurred in the procurement of materials, including diesel, labour, and other related fees.
- **Refund Adjustments:** The total amount due from these costs will be deducted from any refund owed to the client. If the client's initial payment does not cover these costs, an invoice for the outstanding amount will be issued.
- **Transparency and Communication:** PCG ENTERPRISES (PTY) LTD is committed to transparency and will provide a detailed breakdown of costs incurred upon cancellation to ensure clients are fully informed.

## **Additional Considerations:**

- **Custom-Made Goods:** As per the CPA, custom-made goods have specific conditions regarding cancellation and refund. This policy reflects a balance between the rights of consumers and the operational realities of custom orders.
- **Communication of Costs:** Clients will be informed of any potential costs or fees associated with their cancellation as soon as possible to ensure transparency.
- **Dispute Resolution:** In the event of a dispute, we commit to engaging in fair and transparent dialogue with the client to find a mutually satisfactory resolution.

## **Rush Orders and Special Circumstances Policy**

At PCG ENTERPRISES (PTY) LTD, we understand that some projects require immediate attention and expedited **delivery**. To accommodate these urgent needs, we offer rush order services that prioritise

your project to meet tight deadlines. Given the nature of rush orders, the following terms apply to ensure that we can allocate our resources effectively and deliver on the commitments we make:

For any rush order a 45% additional charge will be charged for Printing and Installation Anything before 10 working days, Fabrication and installation anything before 21 Working Days.

### **Acceptance of Rush Orders:**

- **Non-Refundable Costs:** Clients requesting rush order services will be informed at the time of order of the non-refundable costs associated with their project. Due to the immediate action required, including the procurement of materials, allocation of labour, and potential logistical arrangements, certain costs become irrecoverable once the project is initiated.
- **Cancellation Window:** Given the expedited nature of rush orders, a shortened cancellation window will apply. Clients may cancel their rush order within 2 hours from the time of order acceptance. This window is designed to offer a brief period for reconsideration while recognising the immediate commencement of work on the project.
- **Acknowledgment of Terms:** Clients must acknowledge and agree to these terms at the time of order acceptance, understanding the implications of the non-refundable costs and the shortened cancellation window. This acknowledgment is crucial for the mutual commitment to proceeding under these special terms.

### **Policy Justification:**

- **Immediate Resource Allocation:** Rush orders require PCG ENTERPRISES (PTY) LTD to immediately dedicate resources, including materials, labour, and logistics, to meet the specified deadline. These resources, once allocated, represent a commitment that often cannot be redirected without incurring costs.
- **Custom Goods and Services:** Under the CPA, custom-made goods and services hold specific provisions regarding cancellation and refunds. Our rush order policy is designed to respect these provisions by clearly communicating the bespoke nature of the services provided and the associated costs.

### **Refund Processing:**

- Refunds will be processed in accordance with the South African Consumer Protection Act guidelines. The method of refund will match the original payment method used by the client, unless otherwise agreed upon.

### **Notification Requirement:**

- All cancellation and refund requests must be submitted in writing. Clients should direct their notifications to the contact information provided by PCG ENTERPRISES (PTY) LTD, as listed on our official website and in our Terms and Conditions.

### **Product Warranty Disclaimer**

PCG ENTERPRISES (PTY) LTD provides products with warranties that are strictly limited to those offered by the manufacturers or suppliers of said products. These supplier warranties cover defects

in materials and workmanship under normal use for the period specified by the supplier from the date of **delivery or installation**.

**Scope of Supplier Warranties:**

- The warranty terms, including duration, coverage, and remedies, are determined by the product's manufacturer or supplier. PCG ENTERPRISES (PTY) LTD will facilitate the communication and processing of warranty claims on behalf of the client with the respective suppliers.
- Warranties typically do not cover damages resulting from misuse, negligence, accidents, alterations, or improper installation not authorised by the manufacturer or supplier.

**Client Responsibilities:**

- Clients are responsible for reporting any defects or issues within the supplier's warranty period to PCG ENTERPRISES (PTY) LTD for assessment and facilitation of warranty claims.
- It is advisable for clients to thoroughly review the warranty terms provided by the supplier, which PCG ENTERPRISES (PTY) LTD can assist in explaining or clarifying if required.

**Exclusions:**

- PCG ENTERPRISES (PTY) LTD's liability for direct, indirect, incidental, or consequential damages resulting from the use or inability to use the products is limited to the extent permitted by the supplier's warranty and South African law. This disclaimer does not exclude or limit any rights the client may have under the Consumer Protection Act or any other applicable legislation.

**Existing Substrates:** PCG ENTERPRISES (PTY) LTD will not hold responsibility or warranties for work done on existing or old substrates and frames. Any work performed on such substrates may not be covered by the standard warranty terms provided by PCG ENTERPRISES (PTY) LTD or their suppliers.

**Material Quality and Client Choices:**

At PCG ENTERPRISES (PTY) LTD, we take pride in offering high-quality materials and services to ensure the longevity, performance, and aesthetic appeal of our projects, particularly in vehicle branding. Our quotes are based on the use of premium materials such as Cast Vinyl, which is known for its durability, resistance to environmental factors, and overall superior finish.

**Client Choice and Cost Considerations:**

We understand that pricing is a significant consideration for our clients. When presented with a quote, some clients may find alternative vendors offering seemingly similar services at a lower cost. Often, these cost discrepancies are due to the use of inferior quality materials, or the use of incorrect materials for the specific application, which may not provide the same level of durability or finish and can lead to issues and premature wear.

**Informed Decisions and Acknowledgement of Risks:**

- Should a client choose to proceed with lower-cost materials against our professional recommendation, we require written acknowledgment of this decision. This acknowledgment will confirm that the client has been informed about the potential risks and

implications associated with using such materials, including but not limited to curling, bubbling, fading, cracking and reduced longevity of the product.

- By opting for an alternative material, the client accepts that the outcome may not reflect the quality standards upheld by PCG ENTERPRISES (PTY) LTD with recommended materials. Furthermore, any complaints or issues arising from the use of said materials will be considered in the context of the client's informed decision.

#### **Post-Installation Complaints and Liability:**

- PCG ENTERPRISES (PTY) LTD commits to delivering the agreed-upon services to the best of our ability, adhering to professional standards. However, we will not be held liable for issues directly attributable to the use of lower-quality or incorrect materials chosen by the client after being advised against such choices.
- Any post-installation complaints related to material quality, when the client has opted for the less expensive option against our advice, will be addressed on a case-by-case basis. Remedial work or replacements may incur additional charges, not covered under the original quote or warranty terms for premium materials.

#### **Documentation and Agreement:**

- All discussions regarding material selection and the final decision will be documented and included in the project agreement. This documentation serves as a record of the client's choice and our provided recommendations, ensuring clarity and mutual understanding.

#### **Additional Coverage:**

- Clients are encouraged to ensure their products adequately upon **delivery** to cover any instances or damages not covered by the supplier's warranty.

PCG ENTERPRISES (PTY) LTD commits to assisting clients with warranty claims, ensuring that such claims are processed in accordance with the supplier's policies and procedures. Our goal is to ensure that any issues are resolved promptly and to the client's satisfaction, within the constraints of the supplier's warranty terms.

### **Dispute Resolution and Problem Reporting Procedure**

1. **Immediate Reporting:** Clients are required to report any concerns with the services or products immediately upon discovery, using the contact details provided in our Terms and Conditions.
2. **Assessment Fault Report:** Clients should complete an Assessment Fault Report, including details of the issue and any supporting evidence, such as photographs.
3. **Initial PCG ENTERPRISES (PTY) LTD Assessment:** We will evaluate the Assessment Fault Report to determine the validity of the reported issue and decide on the appropriate resolution steps.
4. **On-Site Assessment:** A PCG ENTERPRISES (PTY) LTD representative will conduct an on-site evaluation within 21 working days from the date of acknowledgment, based on the severity of the issue.

5. **Resolution Report and Action:** We will prepare a report summarising our findings and the proposed resolution. If the fault falls within our scope of responsibility, we will address it accordingly.
6. **Manufacturer or Supplier Faults:** For issues stemming from a manufacturer or supplier, we will forward the concern to the appropriate party and facilitate the resolution process on the client's behalf, adhering to their procedures, policies, testing, and timelines.
7. **Delays and Supplier Constraints:** We are not liable for delays caused by suppliers. If a client's preferred product is not available within the desired budget, we reserve the right to suggest alternative materials of equal or higher quality.
8. **Continuous Communication:** We commit to keeping clients informed throughout the resolution process.
9. **Feedback:** We encourage clients to communicate any dissatisfaction directly to us, allowing the opportunity for issue resolution in line with our established procedures.
10. **Negotiation and Mediation:** Should a client find the proposed resolution unsatisfactory, both parties agree to attempt negotiation or mediation to reach a mutually agreeable solution. Each party will bear its own costs for mediation. Mediation will be conducted in accordance with the rules of a recognised South African mediation body based in Johannesburg.
11. **Arbitration:** In the event of a dispute, parties will first seek resolution through mediation administered by a mediator from the Arbitration Foundation of Southern Africa (AFSA), based in Johannesburg. Should mediation fail to resolve the conflict within thirty (30) days, arbitration may be pursued as per AFSA rules in Johannesburg. Decisions made by the arbitrator in accordance to AFSA's Rules will be final and binding and may be enforced in any court of competent jurisdiction.
12. **Litigation:** Litigation will be considered a last resort and will only be pursued if arbitration does not resolve the dispute. Any litigation will be filed and proceed in the competent courts of Randburg, South Africa, and will be governed by South African law. Each party will bear its own legal fees and costs incurred in litigation.

### **Limitation of Liability**

Notwithstanding the provisions herein, PCG ENTERPRISES (PTY) LTD, including its directors, employees, or agents, shall not be liable for indirect, punitive, incidental, special, or consequential damages arising from the use or inability to use our services or products. This limitation applies to the maximum extent permitted by law, irrespective of the damage claim's basis, even if advised of the possibility of such damages.

Furthermore, our total liability for all claims related to the services and products will not exceed the amount paid by the client for the specific product or service from which the claim arose.

This cap on liability is designed to reflect the allocation of risk between the parties under this agreement and will remain in effect even if any limited remedy specified in these terms is found to have failed of its essential purpose.

It is explicitly stated that this limitation does not in any way limit PCG ENTERPRISES (PTY) LTD's liability for any matter for which it would be illegal to exclude or attempt to exclude our liability.

### **Authority and Acceptance of Quotations and Invoices:**

By accepting a quotation, invoice, or entering into agreements with PCG ENTERPRISES (PTY) LTD, the individual confirms they have the requisite authority to bind their company or organisation to such agreements. Misrepresentation of authority could lead to the individual being held personally liable for any resulting obligations or damages, and PCG ENTERPRISES (PTY) LTD reserves the right to take legal action, including claims for fraud or contractual breaches.

### **Consequences of Unauthorised Engagements:**

If it is later discovered that the individual acted without necessary authority, they will be held personally liable for any resulting costs or damages incurred by PCG ENTERPRISES (PTY) LTD. Additionally, PCG ENTERPRISES (PTY) LTD reserves the right to pursue legal or criminal actions against the individual, including but not limited to cases of fraud or theft under false pretenses, for misrepresentation and unauthorised commitment

### **Corporate Responsibility:**

This measure is put in place to protect both PCG ENTERPRISES (PTY) LTD and its clients from unauthorised or fraudulent transactions. It is the responsibility of the client's company or organisation to ensure that only individuals with the necessary authority and permission engage in contractual agreements and financial transactions with PCG ENTERPRISES (PTY) LTD.

### **Governing Law**

This agreement and any disputes arising from it or the services or products provided by PCG ENTERPRISES (PTY) LTD will be governed by and construed in accordance with the laws of South Africa, without regard to its conflict of law provisions.

### **Jurisdiction**

Any disputes arising from this agreement or the services or products provided by PCG ENTERPRISES (PTY) LTD shall be resolved in the competent courts located in Randburg, South Africa, which shall have exclusive jurisdiction over such disputes.

### **Allocation of Legal Costs:**

Each party shall bear its own costs and expenses, including attorney fees, application fees, and any other legal costs, incurred in connection with any dispute, claim, or legal proceeding arising out of or related to these Terms and Conditions or the services/products provided by PCG ENTERPRISES (PTY) LTD. This provision is intended to apply regardless of the dispute's outcome and shall survive the termination or expiration of our business relationship.

### **Severability**

If any provision of this agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement. The parties shall use their best efforts to negotiate a valid and enforceable provision that achieves the original economic intent and purpose of the invalid or unenforceable provision.

## **Force Majeure Clause**

PCG ENTERPRISES (PTY) LTD is not liable for failure to fulfil obligations due to force majeure events including but not limited to acts of God, war, government regulations, disasters, strikes, and other events beyond the PCG ENTERPRISES (PTY) LTD's control. In such events, the client is advised to maintain comprehensive insurance coverage to protect against potential losses.

## **Supplier Terms and Conditions Section**

### **Supplier Relations and Obligations:**

PCG ENTERPRISES (PTY) LTD engages with various suppliers to ensure the provision of high-quality materials and services integral to our operations. Our relationships with suppliers are governed by specific terms and conditions, which outline the expectations, rights, and obligations of both parties involved in the supply chain.

### **Accessing Supplier Terms and Conditions:**

The complete Terms and Conditions applicable to suppliers are detailed in a separate document to address specific issues. This document is crucial for maintaining transparency and efficiency in our dealings with suppliers.

Suppliers, please visit our dedicated Supplier Terms and Conditions at <https://pcge.co.za/service-provider-terms-and-conditions.pdf> We encourage all current and prospective suppliers to thoroughly review these terms to ensure a seamless and productive business relationship.

**Compliance and Updates:** All suppliers engaging with PCG ENTERPRISES (PTY) LTD are required to comply with the conditions set forth in the Supplier Terms and Conditions document and The General Terms and Conditions document. It is essential that suppliers periodically review the document for any updates or changes that may impact our ongoing business interactions.

**Contact for Queries:** Should you have any questions or require clarification regarding the Supplier Terms and Conditions, please contact our Supplier Relations Team at [admin@pcge.co.za](mailto:admin@pcge.co.za), who will be pleased to assist you.