

Creative Graphics International Ltd (CGI) South Africa Terms & Conditions

The following terms and conditions shall apply to all orders accepted and contracts of sale concluded between CGI and its customers as purchasers.

1. Notwithstanding the grant of credit facilities to the purchaser, CGI shall be entitled, at any time in its absolute discretion to withhold such facilities and to demand payment of all amounts outstanding.
2. In respect of approved credit accounts a period of 30 days from date of relevant statement is allowed for payment. All other work is accepted on the basis of cash on delivery or payment in advance or as expressly negotiated and confirmed in writing.
3. If payment is not made on the due date, CGI may without prejudice to any other right it may have, charge interest on the amount due at the prime rate charged by the CGI bankers plus a minimum of 4% compounded monthly.
4. All risk on goods sold will be passed to the purchaser on delivery. Ownership will however remain vested in the seller until full payment thereof, irrespective of the credit terms arranged with the purchaser.
5. The purchaser undertakes to notify CGI within seven days of any changes of address.
6. Unless otherwise stated in any guarantee or warranty given by CGI, the sale of all goods shall be free from all conditions and warranties whether statutory, under the common law or otherwise as to quality of fitness for any particular purpose.
7. The purchaser undertakes to pay all legal expenses incurred in connection with the recovery of all amounts due by it, including collection charges and legal costs on the scale as between attorney and own client.
8. The purchaser agrees that the street address set out in the credit application shall constitute its domicilium citandi et executandi for all purposes under this agreement whether in respect of court process or any other notices of whatsoever nature.
9. Should it be necessary for CGI to institute legal proceedings against the purchaser for the recovery of any amount due by it then, the purchaser hereby consents to the jurisdiction of the Magistrates Court having jurisdiction in respect of the purchaser irrespective of the amount of such claim, if so decided by CGI.
10. Signature by any of the purchaser's employees of CGI or that of its authorised agents delivery note shall constitute prima facie proof that the goods to which such delivery note relates have been delivered in undamaged condition and in all respects in accordance with the contract. The purchaser shall give CGI written notice of any deficiencies in the goods within 48 hours of delivery thereof. If the purchaser fails to give such notice, the purchaser shall be deemed to accept such goods, in accordance with the laws of the Republic of South Africa.
11. The contract between the purchaser and CGI shall be governed by and construed in accordance with the laws of the Republic of South Africa.
12. All prices quoted by CGI exclude VAT and any other duties or taxes levied by any competent authority.
13. A certificate signed by an executive manager of CGI (whose appointment needs to be proved) showing the amount due owing by the purchaser to CGI at the time shall constitute prima facie proof of the amount outstanding for the purposes of obtaining provisional sentence against the purchaser.
14. These items and conditions are not capable of being cancelled or varied unless such cancellation or variation is in writing and countersigned by CGI and the purchaser.
15. Quotations are for prompt acceptance and undeferred execution and are subject to sight of final art or design work. Clerical errors and omissions are subject to correction, and CGI does not bind itself to accept the order or meet delivery time in the event of customer delays. Where delays in completion of a job are caused by or are the responsibility of the purchaser and not the responsibility of CGI, CGI reserves the right to request immediate payment for print delivered and for work completed.
16. Any complaint regarding work undertaken shall be addressed to CGI by registered post within 7 days of delivery thereof, failing which the work undertaken shall be deemed to have been correctly executed.
17. While every care and precaution is taken against loss of, or damage to originals and all articles entrusted to CGI, no liability is accepted should damage or loss occur. Customers are urged to insure their property.
18. Customers are required to accept delivery of goods immediately these are completed unless arrangements to the contrary are made in writing. CGI is in no case liable for any loss or damage to goods left in its possession unless the customer has given written instructions requiring goods to be retained and has paid a storage charge including any charge for insurance.
19. No responsibility or any liability whatever is accepted by CGI for direct or consequential loss or damage of any nature whether same may be due to negligence of CGI or any other cause whatsoever.
20. CGI will endeavour to see that material supplied by the company is produced correctly and in accordance with instructions received or approved samples/proofs. Should the customer not check final material, liability in the case of error on the part of CGI is limited to correction and replacement of the material supplied.
21. CGI provides no warranties in regard to the product or service supplied unless given in writing. Materials supplied which do not conform or perform to the manufacturers specifications must be advised within 2 weeks to CGI for claim against manufacturer.
22. Should delivery of work be required in less than the normal time requisite for its proper reproduction, an extra charge will be made. Whilst every effort will be made to secure freedom from defects, reasonable allowance shall be made by customers in such cases. Charges are based on normal hours of work, i.e. from 8am to 5pm, Monday to Friday. Work performed outside these hours at a customer's request involves overtime at the CGI rate.
23. CGI will do its best to supply print in terms of instructions agreed and colour specification supplied. The purchaser however acknowledges the final result depends on many factors, not all of which are under the control of CGI. In the event that the artwork in whatever form provided is not suitable for printing, CGI may decline to print and return to customer.
24. No orders are accepted by CGI unless specifically agreed to in writing.