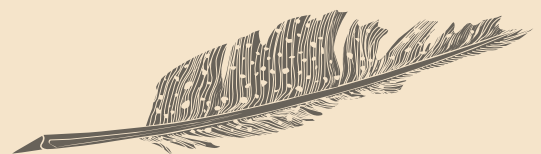


## Definitions

- **Assignment** – Any prospective plan, scheme, job, tender, project, campaign, order, production or contract that is considered by or on behalf of Kashan
- **Business days** – Days on which both the government schools and the banks located in South Africa
- **Client** – Any person, company or organisation that uses the services of Kashan
- **COD** – Cash on delivery or balance of cash on delivery
- **Concept** – Any preliminary undertaking including ideas, strategies, proposals, impressions, models, views, designs, artwork or diagrams which are originated by Kashan either independently or on behalf of a client or prospective client
- **Electronically** – Using computer hardware and software
- **Estimate** – An approximate cost of a service or product
- **Hard copy** – A version printed on paper
- **Hosting** – The electronic publishing of a web site for a predetermined period
- **Imprint** – A printed or electronic statement acknowledging that the product was produced by Kashan
- **Material List** – The record of items required in order to undertake a project
- **Objectives** – The outcomes sought
- **Origination material** – All origination work, material (other than that provided by the client) and equipment, including CD backups and lithographic film
- **Payment** – Complete settlement of the invoiced amount
- **Product** – Any deliverable by way of services, products or goods
- **Production Schedule** – The list of dates and times to which the client and Kashan must adhere in order to achieve the delivery deadline for each project
- **Project** – Any plan, scheme, job, tender, campaign, order, production or contract that is entered into with, or on behalf of a client by, Kashan
- **Prospective client** – Any person, company or organisation that considers using the services of Kashan
- **Quotation** – The amount stated as the current price for the service or goods requested
- **Regular publication** – Any document produced on a recurring basis, be this daily, weekly, monthly, bi-monthly, tri-monthly, quarterly or any configuration of repeating incidents
- **Terminate** – The unconditional withdrawal, without limitation, from any assignment or project
- **SME** – Small and Medium Enterprises (less than 200 permanent employees)
- **Supplier** – Any sub-contractor or provider of services or products that is not on Kashan's payroll and has committed, either in writing, verbally or by implication to delivery
- **Source material** – All material provided to Kashan by a client or prospective client, for the purpose of expediting a project.
- **The brief** – That set of instructions provided by the client which defines the parameters of the final product



**kashan** advertising

## General

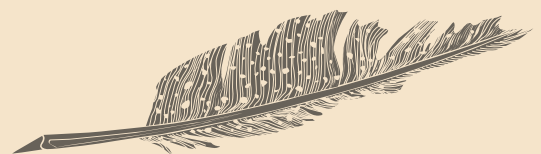
All aspects of any assignment or project that is undertaken by Kashan, or undertaken on behalf of Kashan by a sub-contractor or supplier, is deemed subject to Kashan's terms and conditions of trade, as well as the agreements of trade of the Printing Industries Federation of South Africa (PIFSA), the advertising industries of South Africa and any applicable governing laws in South Africa.

Kashan's standard terms and conditions of trade are accessible here, or as hard copy on request.

Failure by any party to access, request and/or obtain Kashan's standard terms and conditions of trade, does not in any way absolve that party, or any party acting on their behalf, from compliance with these terms and conditions of trade.

## Clients and Potential Clients

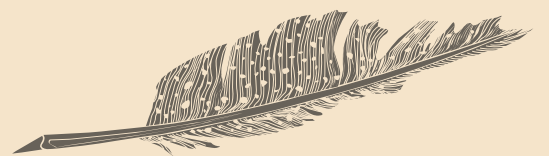
1. Kashan reserves the right to edit, revise or refuse in its entirety any assignment or project it deems untrue, objectionable, questionable or illegal. This includes, without limitation, products, services or organisations that are racist, unpatriotic, sexist, sexual, speculative, unconstitutional or deceptive in nature. The client will be liable for the cost of any work undertaken to make the assignment acceptable and Kashan accepts no liability for refusing such assignments.
2. Unless otherwise stated, all prices quoted are exclusive of VAT and are valid for 30 (thirty) calendar days.
3. Quotations that are not accepted in writing, within 30 (thirty) calendar days of the date reflected upon the original quotation shall be subject to re-evaluation and/or revision by Kashan.
4. Payment terms are 50% on order and 50% on dispatch of the completed product or service for new clients.
5. Credit terms of 30 days from date of invoice may be applied for by the client after the second successful transaction has been conducted with Kashan, in which event the client authorises Kashan to request information from a registered credit bureau or credit provider to establish credit-worthiness.
6. A quotation is deemed approved or accepted by Kashan upon receipt of:
  - a valid order number or
  - a quotation, signed by a party authorised to do so on behalf of his/her organisation or
  - a signed contract (whichever system complies with the client's procurement regulations).
7. Kashan will not begin work on any project or assignment without receipt of :
  - an approved quotation
  - all information and materials needed from the client in order to undertake the project
  - payment of 50% of the quoted fee (in the case of new clients whose credit-worthiness has yet to be established).



**kashan** advertising

+27 12 342 8163 Tel  
+27 86 645 0474 Fax  
advertising@kashan.co.za E-mail  
www.kashan.co.za Web  
PO Box 12999, Hatfield, 0028, Post  
South Africa

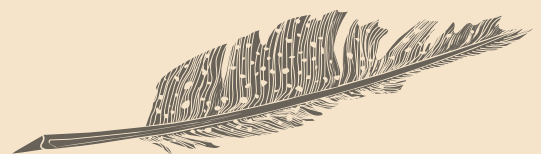
8. All information that is provided to Kashan is held in strict confidence and is not in any way re-sold, traded or divulged.
9. Kashan guarantees that every effort will be made to ensure that all work undertaken will be consistent with the objectives, direction and brief provided. If the client or any party acting on behalf of the client requests revisions, of any kind, due to changes in objectives, direction or the brief, revision charges will apply and the production period will be extended. If the client or any party acting on behalf of the client rejects the work undertaken, rejection fees will become payable. Revision charges and rejection fees will be based on any additional or preliminary work undertaken at the client's request whether experimentally or otherwise as well as any penalties that might arise from delays in production or failure to produce.
10. The client warrants that all claims, financial data and prices submitted for use in published material are true and correct, and that the relevant authorisation or right has been obtained to use all financial data, prices, artwork, images, text and photography (including talent), supplied by him/her. The client agrees to indemnify, defend, and hold Kashan harmless in the event that any legal or regulatory proceeding (including infringement of copyright, trademarks, patent or design) is brought against Kashan, as a result of publishing such material.
11. While every effort is made to ensure that the work produced by Kashan is accurate and free of typographical errors, the client agrees to check and provide final approval before production. Kashan will not be liable for errors and omissions, once the design has been approved or when the causes are beyond its reasonable control and the client has approved the source material.
12. Kashan undertakes to honour delivery deadlines agreed upon, as of the date of commencement of any project, subject to client compliance with production deadlines as outlined in the pre-agreed Production Schedule. In the event of delays on the part of the client, the client acknowledges that exponential delays in delivery may result.
13. If required to expedite delivery ahead of the reasonable time needed for production, Kashan will not be liable for any defects that may be occasioned thereby. Should such delivery require payment of overtime wages, and other additional costs or delivery charges, all such extras shall be for the client's account.
14. Once ordered, media cancellation or postponement is subject to the applicable policy of each publication or media outlet. If a cancellation is accepted, Kashan will, in addition to the cancellation fee of the publication or media outlet (where applicable), levy a service charge of 10% of the placement cost, or R500.00, whichever is the greater, for each insertion that is cancelled. A minimum notice period of 3 (three) working days is required to effect cancellation.
15. Kashan will not be held liable for advertising that does not run or does not run as ordered.
16. Unless otherwise agreed upon, either party may terminate any project that results in the production of a regular publication by giving not less than three months notice in writing. Nevertheless, Kashan may forthwith terminate such a project should monies due remain unpaid or should any other of the conditions contained in this document be breached.
17. Any project is subject to cancellation or to variation by reason of Force Majeure from any and every cause whatsoever beyond the control of Kashan including, but not limited to, inability to secure labour, materials, power supply, or by reason of an Act of God, War, Civil Disturbance, Riot, State of Emergency, Strike, Lockout or other Labour Dispute, Fire, Flood, Drought or Legislation.



**kashan** advertising

+27 12 342 8163 Tel  
+27 86 645 0474 Fax  
advertising@kashan.co.za E-mail  
www.kashan.co.za Web  
PO Box 12999, Hatfield, 0028, Post  
South Africa

18. Kashan will not be held liable for delays or disruptions caused by Internet service providers, Telkom or the SA Post Office.
19. Copyright Act No. 98 of 1978 and subsequent amendments, assigns the copyright to all origination work including ideas, strategies, proposals, scripts, concepts, copy writing, views, impressions, models, designs, artwork, drawings, diagrams and notes to the originator. Further to this Act, Kashan has purchased licences for the fonts, photographs and software used in the execution of its work. In terms of such licence agreements, neither Kashan nor any other licensee may transfer permission to use said items to any other party.
20. In line with point 19 above, Kashan agrees to provide the print-ready artwork of any approved project to the relevant client for reprint purposes only. Any adaptation of said artwork, or extraction of images, fonts or scripts for use in other artwork or applications, is undertaken at the sole risk of the client, being fully cognisant of the limitations of the Act and of the licensing agreements as explained in point 19 above.
21. Ownership of the deliverable/s, including the print-ready artwork, transfers to the client on receipt of payment.
22. Preliminary concept designs produced by Kashan may not be used to obtain other quotations or cost estimates, or as templates for the production of the same work by another party.
23. All origination material and equipment (other than material provided by the client), including unused concepts, remain the property of Kashan.
24. Kashan will only consider responsibility for defects in materials and products supplied, where such defects are reported to Kashan in writing, within 7 (seven) days of the date of receipt of the materials and/or products and the entire consignment is held intact. Use of the materials or products comprising the consignment within this period, will constitute acceptance of the order.
25. The laws of the Republic of South Africa will govern all transactions and any disagreement.
26. The client will not refuse or delay delivery or acceptance of any service or product completed. Where payment terms agreed upon are COD and no payment is made, the service or product will be withheld for a maximum period of 48 hours. Thereafter, unless Kashan has agreed to an alternate solution in writing, the matter will be referred for arbitration. Kashan shall be at liberty to disburse or dispose of the service or product in its own best interest.
27. Any overdue payment will incur interest at a monthly rate of 2% above the official prime overdraft rate of Nedbank, a division of Nedcor Bank Limited, South Africa, as published at the time.
28. Failure to settle amounts owing to Kashan will, regrettably, result in legal action. Furthermore, in the interests of protecting other SMEs, the name of the offending party will be submitted as a credit risk for public listing.
29. Unless otherwise agreed upon in writing:
  - Every project (or part thereof) undertaken by Kashan carry the Kashan reference imprint for ease of unbacking should the need arise.
  - Completed or partially completed concepts and projects, whether accepted or rejected by the client, may be displayed as part of Kashan's creative portfolio both electronically or as hard copy.

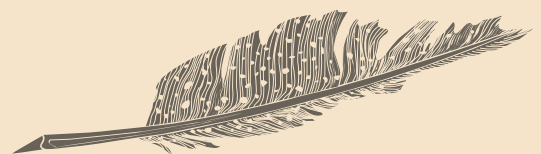


**kashan** advertising

+27 12 342 8163 Tel  
+27 86 645 0474 Fax  
advertising@kashan.co.za E-mail  
www.kashan.co.za Web  
PO Box 12999, Hatfield, 0028, Post  
South Africa

## Pertaining to Suppliers

1. Suppliers are required to sign Kashan's confidentiality agreement in terms of which they (and others within their organisations) are bound to refrain from divulging any information or knowledge, attained either intentionally or unwittingly, regarding any Kashan assignment, project or client.
2. Through voluntary submission of a quotation or estimate to Kashan, suppliers/sub-contractors acknowledge that they are willing and able to perform in terms of the parameters specified in the said quotation/estimate.
3. Kashan will not be liable for payment of any advertising placement whatever, where a tear sheet, as proof of placement, does not accompany the original invoice.
4. In accepting an order from Kashan, either in writing, verbally or by implication, suppliers acknowledge that they will perform/deliver according to the parameters, specification and deadline.
5. Failure on the part of the supplier, or any party acting on the supplier's behalf, to perform/deliver, either partially or in total, through failure to meet deadline or withdrawal or otherwise, shall, with immediate effect, make the supplier liable for restitution. Restitution shall be determined as:
  - 20% of the value of the quotation/estimate, or
  - the difference between the value of the original quotation/estimate and that of an alternative supplier/sub-contractor, or
  - the consequential loss incurred by Kashan as a direct or indirect result of the failure, as determined through independent adjudication, together with the associated cost of adjudication ...
  - whichever is the greater. In the event that an alternative supplier must be appointed, Kashan reserves the right to make that appointment at its discretion.
6. Printing houses are held to the match print, colour proof or sample provided and/or approved by Kashan. No order will be deemed 'delivered' unless all origination material supplied is returned at the time of delivery. Where the product delivered does not conform, restitution will be by way of a reprint or in terms of point 5 above, whichever can, in the opinion of Kashan, best be accommodated in terms of the deadline and/or the nature of the service or product.
7. Kashan reserves the right to terminate any assignment or project, without limitation, if it deems a supplier, the supplier's actions or the actions of any party acting on the supplier's behalf, to be racist, unpatriotic, sexist, sexual, speculative, unconstitutional or deceptive in nature. Kashan shall accept no liability for terminating such assignments
8. The laws of the Republic of South Africa will govern any disagreement.



**kashan** advertising

+27 12 342 8163 Tel  
+27 86 645 0474 Fax  
advertising@kashan.co.za E-mail  
www.kashan.co.za Web  
PO Box 12999, Hatfield, 0028, Post  
South Africa