



**QUICK DRAW (PTY) LTD – STANDARD  
TERMS AND CONDITIONS FOR SUPPLY  
OF DESIGN AND RELATED SERVICES**

1.

**DEFINITIONS AND INTERPRETATION:**

1.1 In these Terms and Conditions:

1.1.1 **"Quick Draw"** means Quick Draw (Pty) Ltd, Registration No. [●], its successors-in-title, permitted assigns, employees, agents, and subcontractors.

1.1.2 **"Client"** means the person or entity to whom the Quotation is addressed and who accepts the Quotation.

1.1.3 **"Quotation"** means the written cost estimate provided by Quick Draw, incorporating these Terms and Conditions.

1.1.4 **"Work"** means all services, drawings, designs, plans, and deliverables described in the Quotation.

1.1.5 **"Force Majeure Event"** means any cause beyond Quick Draw's reasonable control, including but not limited to acts of God, pandemics, epidemics, industrial

disputes, supplier delays, and power interruptions.

1.2 Words importing the singular include the plural and vice versa. Clause headings are for convenience only and shall not affect interpretation.

1.3 **APPLICATION OF TERMS:**

1.4 By accepting the Quotation, whether in writing, by conduct, or by making payment, the Client agrees that these Terms and Conditions shall govern the contract between the parties to the exclusion of any conflicting terms.

1.5 No oral representations or prior arrangements shall bind Quick Draw unless reduced to writing and signed by an authorised representative.

1.6 **QUOTATION VALIDITY AND SCOPE:**

1.7 Quotations are valid for 14 (fourteen) calendar days from the date of issue unless otherwise stated in writing.

1.8 The Quotation is based on the scope and information provided at the time of issue. Any changes to



- the scope or information may result in adjustments to the price and lead times.
- 1.8.1 Where a Quotation references contract-specific lead times, these are indicative and subject to confirmation once all prerequisites are met.
- 1.8.2 LEAD TIMES, DELIVERY, AND COMMENCEMENT OF WORK:**
- 1.8.3 Work will only commence once:
- 1.8.4 Quick Draw has received all required information, drawings, plans, approvals, specifications, and any deposit payable; and
- 1.8.5 A formal purchase order or written acceptance of the Quotation is received.
- 1.8.6 All lead times are calculated from the later of the date of acceptance of the Quotation or the date on which the last of the prerequisites in 4.1 are fulfilled.
- 1.9 Lead times are estimates only and are subject to variation where delays occur due to:
- 1.10 Changes to the original instructions or scope;
- 1.11 Delays in obtaining approvals or permits;
- 1.12 Limited or restricted site access;
- 1.13 Acts or omissions of the Client or third parties.
- 1.14 Quick Draw shall not be liable for any loss, damage, or expense incurred by the Client due to delays, unless such delay is directly caused by Quick Draw's wilful misconduct.
- 1.15 **PAYMENT TERMS:**
- 1.16 Unless otherwise agreed in writing:
- 1.17 Clients with approved credit accounts – payment is due within 30 (thirty) days from date of invoice;
- 1.18 All other Clients – payment is due within 7 (seven) days of delivery;
- 1.19 New or first-time Clients may be required to pay a deposit prior to commencement of Work.
- 1.20 Late payments shall attract interest a *tempora morae*, calculated daily and compounded monthly, from the due date until payment in full.
- 1.21 Quick Draw may, without prejudice to any other rights, suspend



- performance, withhold deliverables, and/or terminate the contract where the Client fails to make payment when due.
- 1.22 All costs, charges, and expenses incurred by Quick Draw in recovering overdue amounts, including legal costs on the attorney-and-client scale, shall be for the Client's account.
- 1.23 Retention of Title:
- 1.24 All designs, drawings, and deliverables remain the property of Quick Draw until payment in full is received, after which title shall pass to the Client.
- 1.25 **CONFIRMATION OF DATES:**
- 1.26 Start and completion dates are provisional until all requirements in clause 4.1 are fulfilled.
- 1.27 Delays by the Client in providing required information will automatically extend completion dates proportionately.
- 1.28 **REVISIONS AND VARIATIONS:**
- 1.29 The Quotation includes one (1) revision post-client approval and
- one (1) revision post-end-user feedback.
- 1.30 Any further revisions, variations to scope, or changes in specifications shall be treated as additional work and charged separately at Quick Draw's prevailing rates.
- 1.31 No work outside the scope of the Quotation will be undertaken without prior written confirmation by the Client.
- 2.
- SITE ACCESS AND CLIENT RESPONSIBILITIES:**
- 2.1 The Client is responsible for arranging and confirming site access in writing, specifying date, time, location, and the responsible contact person.
- 2.2 The Client must, upon acceptance of the Quotation, supply all relevant project details, including scope of work, plans, standards required (SANS/NFPA/ASIB/FM), and the party responsible for securing approvals.
- 2.3 Quick Draw shall not be responsible for verifying compliance unless expressly



instructed and agreed in writing.

3.

**CANCELLATION:**

- 3.1 Should the Client cancel the contract after Work has commenced, the Client shall pay for all work performed up to the date of cancellation, calculated on a pro-rata basis.
- 3.2 Cancellation must be communicated in writing and will be effective upon receipt by Quick Draw.

4.

**INTELLECTUAL PROPERTY:**

- 4.1 All intellectual property rights in the Work remain vested in Quick Draw until payment is received in full.
- 4.2 Upon full payment, Quick Draw grants the Client a non-exclusive, royalty-free licence to use the Work for the purpose for which it was created.
- 4.3 Quick Draw retains the right to use the Work for marketing and portfolio purposes unless otherwise agreed in writing.

5.

**FORCE MAJEURE:**

- 5.1 Quick Draw shall not be liable for failure or delay in performance caused by a Force Majeure Event. Where such event persists for more than 30 days, either party may terminate the contract by written notice, provided that the Client pays for all work completed up to the termination date.

6.

**WARRANTIES, LIMITATION OF LIABILITY, AND INDEMNITY:**

- 6.1 Quick Draw warrants that it will perform the Work with reasonable skill, care, and diligence in accordance with accepted industry standards.
- 6.2 Except as expressly stated herein, Quick Draw makes no warranties, express or implied, including fitness for purpose.
- 6.3 Quick Draw's total liability to the Client, whether in contract, delict, or otherwise, shall not exceed the total contract price paid by the Client.



6.4 Quick Draw shall not be liable for any indirect, consequential, or special loss, including loss of profit, revenue, or anticipated savings.

6.5 The Client indemnifies Quick Draw against all claims, damages, and expenses arising from:

6.5.1 The Client's breach of these Terms and Conditions;

6.5.2 The Client's negligence;

6.5.3 Any third-party claims arising from the use of the Work.

## 7.

### **GOVERNING LAW AND JURISDICTION:**

7.1 This contract is governed by the laws of the Republic of South Africa. The parties consent to the exclusive jurisdiction of the Magistrates' Court, notwithstanding the quantum in dispute.

## 8.

### **GENERAL PROVISIONS:**

8.1 No relaxation, indulgence, or extension granted by Quick Draw shall constitute a waiver of any rights.

8.2 If any provision of these Terms and Conditions is held to be invalid, the remaining provisions shall remain in full force.

8.3 These Terms and Conditions may only be varied by written agreement signed by both parties.

## 9.

### **ENTIRE AGREEMENT, VARIATIONS, AND SURVIVAL:**

9.1 These Terms and Conditions, together with the Quotation, constitute the entire agreement between the parties and supersede all prior negotiations, representations, or agreements, whether written or oral. No variation, amendment, or waiver shall be binding unless reduced to writing and signed by both parties.

9.2 The Client acknowledges that Quick Draw shall not be liable for errors, delays, or defects arising from incomplete, inaccurate, or late information supplied by the Client. Any provisions relating to payment, interest, retention of title, intellectual property, limitation of liability, and indemnity shall survive cancellation or completion of the Work.