

## Terms and Conditions

Welcome to Picasso Signs. By placing an order or using our services, you agree to the following Terms and Conditions. Please read it carefully.

### General

These terms and conditions are subject to change without prior notice and include any special or additional terms and conditions stated on the quote, invoice, Artwork Approval, or contained in any communication to the customer pertaining to their order, whether via email, WhatsApp, or any other form of communication. It is the client's responsibility to review the latest terms and conditions at the time of quotation, invoice acceptance or receipt of Artwork Approval.

### Important Notice:

By accepting our quotation, making payment or approving artwork, you confirm that you have had reasonable opportunity to read and understand our full set of Terms & Conditions, regardless of whether the document is viewed in full or in part, available at [www.picassosigns.co.za/terms](http://www.picassosigns.co.za/terms). These terms form part of our agreement and are deemed accepted upon payment and approval. A link and QR code linking to the full set of Terms & Conditions on our website are on our quote, invoice and Artwork Approval for your convenience.

### Acknowledgement, Agreement and Approval:

By signing or replying (via email, WhatsApp, text or voice note) to our Artwork Approval with your approval, you acknowledge that you have read, understand, and accepted our terms and conditions, including the **Submissions of proof of payment, Non-Refundable Policy, Cancellations and Refunds on custom orders, Use of Images for Marketing Purposes and Liability and Indemnity** clause. Please ensure you read and understand them before approving/accepting. These include important provisions regarding:

Section 1: Scope of Services

Section 2: Quotations

Section 3: Ordering Process

**Section 4: Payment Terms**

**Section 5: Submissions of proof of payment**

Section 6: Express Orders

Section 7: Artwork Submissions, Colour Accuracy and Design Fees

Section 8: Artwork Approvals

Section 9: Production

Section 10: Lead Time

Section 11: Installations / Collections / Uncollected Items

Section 12: Traveling Fees and Traveling Time

Section 13: Installation / Application Bookings

**Section 14: Cancellations and Refunds**

**Section 15: Liability and Indemnity**

**Section 16: Guarantees and Warranties**

**Section 17: Ownership of Artwork and Designs**

**Section 18: Municipal Approval / Bylaws on Signage**

Section 19: Governing Law

**Section 20: Written Communication and Contact Details**

**Section 21: Use of Images for Marketing Purposes**

### 1. Scope of Services

Welcome to Picasso Signs – Where Your Brand Comes to Life. At Picasso Signs, we specialise in bringing bold ideas to life through expert signage and branding solutions. From striking vehicle wraps and eye-catching light boxes, to precision laser cutting and engraving, we deliver high-impact results that make your business stand out. Whether you need portable branding displays, custom T-shirt printing or a complete signage revamp, we're your one-stop shop for quality, creativity and fast turnaround. Based in Hermanus and proudly serving businesses across the Overberg, we combine cutting-edge technology with craftsmanship to elevate your brand at every level.

## 2. Quotations:

- Quotes will contain all relevant information pertaining to your order including but not limited to substrate, material, dimensions, size, artwork information, installation information/requirements, special notes or instructions, lead time, deadline for submissions, a link/QR code to our full set of terms and conditions etc.
- All quotations are valid for 7 days from the date issued.
- Prices are subject to change based on fluctuations in material costs or additional client requirements.
- All quotes are artwork specific. Design creation or editing of artwork not included in the quote, any add-ons, edits or changes to the order will result in additional fees, payable prior to the order being updated and sent to production / released for collection / booked for installation.
- Deposits and Acceptance of Quote: If payment or the deposit is not received within 7 days of the quotation date, the quotation will be voided, and a new one may be required.
- By accepting our quotation, making payment or approving artwork, you confirm that you have had reasonable opportunity to read and understand our Terms & Conditions available at [www.picassosigns.co.za/terms](http://www.picassosigns.co.za/terms). These terms form part of our agreement and are deemed accepted upon payment and approval. A link and QR code linking to the full set of Terms & Conditions on our website are on our quotes, invoice and Artwork Approval for your convenience

## 3. Ordering Process:

Upon acceptance of our quote:

- Receive a quote containing all the relevant information pertaining to your order along with our terms and conditions.
- Submit your original bank proof of payment directly from your bank to [sales@picassosigns.co.za](mailto:sales@picassosigns.co.za) (Please refer to Section 3 and Section 4)
- Receive your Artwork Approval (Please refer to Section 6)
- Check ALL aspects of your artwork. Submit change or edits requests if any or sign off and submit your signed Approval to [sales@picassosigns.co.za](mailto:sales@picassosigns.co.za) or approve in writing on WhatsApp by replying with the words clearly stating "I approve". (Please refer to Section 6)
- Order is added to our production line (Please refer to Section 5, 7 and 8)
- Receive a Completion Notice (Please refer to Section 8)
- Outstanding Amounts on Deposits Due: (Please refer to Section 3 and 4).  
Final outstanding amount due will become payable prior to installation being booked / commencing. Please refer to section 3, 4 and 8).
- Once the final payment is processed and confirmed the order will be released for collection / provisional installation booking.
- A Collection Notice or a Provisional Installation Booking email for installations / applications will be sent (Please refer to Section 5)
- Upon confirmation and acceptance of the proposed provisional booking date and time, the installation will be officially booked.  
(Provisional bookings are NOT official bookings into our installation schedule. Unconfirmed bookings are not booked and we cannot reserve time slots for longer than the business day on which it was offered.

## 4. Payment Terms

- Orders below R5 500.00: Full payment upon order placement.
- Orders exceeding R5 500.00: 85% deposit with the final payment being due prior to collection or the installation being booked/commencing.  
*Your order will be made available for viewing at Picasso Signs shop at 21D Mimosa Street, Old Industrial Area, Hermanus or a request for images can be submitted should you wish to inspect the order prior to processing the full payment.*
- Deposits and Acceptance of Quote: If payment or the deposit is not received within 7 days of the quotation date, the quotation will be voided, and a new one may be required.
- Interest will be charged on overdue invoices at the prescribed rate of 8.25% per annum until full payment is received.
- Express Orders (if available): Full payment upon order placement.

## 5. Submissions of proof of payments:

- We only accept the original bank generated proof of payment submitted directly from the customer's banking institution. We DO NOT ACCEPT any other form of proof of payment i.e. self-sent documents, screen shots, forwarded proof of payments, texts, pictures etc.
- Failure to follow the above payment and submission of proof of payment procedures will result in a 2-3 workdays delay until funds reflect and clear in our bank account. NO EXCEPTIONS.
- No orders can be released for collection / booked for installation prior to final outstanding amount due being processed and confirmed.

## 6. Express Orders:

*Definition: All rush orders or orders that needs to be ready for collection or installation in less than our standard lead time period as specified on the quote or within our Terms and Conditions (whichever is longest).*

- Express orders (if available) must be requested, discussed and booked in advance (at the time of requesting/accepting the quote and processing the order) to ensure we are able to accommodate and honour the request.
- Express Order Fee: A minimum express service fee of R420 applies to all rush orders. Please note that the final fee may be higher, depending on the complexity of the work and the availability on our production line, especially if after-hours production is required to meet your deadline.
- Express order fees are payable upfront and prior to being sent to production.
- Express Orders will not be booked prior to being processed and should the correct submission of proof of payment procedure not be followed. NO EXCEPTIONS. (Please refer to Section 4).
- Lead Time: If available and accepted, lead time, payment and approval submission deadlines will be confirmed in writing. Specified lead time applies given that the order is processed, payment confirmed and Artwork signed off / approved in writing within the specified deadline required.
- It remains the customer's responsibility to ensure that the required submission deadline is met.
- Failure to follow the correct payment and submission of proof of payment procedures or to submit the signed approval / written approval within the required deadline will result in a delay of the completion of your order.
- Express order fees are Non-refundable and Picasso Signs will not be held responsible for incorrect methods of proof of payment or late submissions of Artwork Approvals/ written approvals as required.
- Not being reachable via email or WhatsApp, checking incoming mails or WhatsApp messages that may contain important information, requests or your Artwork Approval for approval will not be deemed a valid excuse to claim a cancellation or refund should the deadline be missed and the order be delayed.

## 7. Artwork Submissions, Colour Accuracy and Design Fees

- All artwork must be submitted in high-resolution, print-ready format saved in either a full vector file or PDF with clearly defined CMYK colour codes. If specific CMYK values are not provided, Picasso Signs cannot guarantee colour accuracy or consistency across printed materials. Colours viewed on screen (RGB) may vary significantly from printed output.
- We do not accept Canva or Microsoft Office files (e.g., Word, PowerPoint) as final artwork, as these formats are not designed for professional printing and require extensive editing and in most cases a complete redesign to be print or cut ready. If such files are submitted, artwork setup or design fees will apply. This includes any files that require adjustments, edits, or conversion into print-/cut ready format. A separate quote will be issued for any design fees.
- Design fees are quoted based on the samples or request submitted. Any changes to the sample or request submitted will require a new design fee quote.
- Designs are only booked once processed and payment has been confirmed.
- Changes to designs or design requests once the quoted design fee has been accepted and the design is booked will result in additional design fees adjusted according to the new request or sample, invoiced separately and payable prior to any designs being released.
- Design fees are charged per hour with a minimum of 1 hour being charged for any portion of an hour.

## 8. Artwork Approvals:

Due to the nature of our work, including custom manufactured products, created specifically to the requirements of the customer, Artwork Approvals are sent for EVERY order. NO EXCEPTIONS.

The official Artwork Approval sent to the customer forms one document, and by signing or approving any one page only, you automatically acknowledge receipt of and approval of all pages, and confirm that you have read and understood all terms and conditions on the last page.

- The purpose of the Artwork Approval is:
  - To ensure all artwork imported correctly. (Please note, sometimes artwork does not import entirely or correctly and some text or images may be scrambled, askew, distorted or missing).
  - To check ALL aspects of the artwork including, but not limited to all information, details, spelling, dimensions, proportions, positioning, placement, colours, fonts, media/substrates etc. on the Artwork Approval prior to confirming if we can proceed to add your artwork to our print line.
  - To take note of any and all artwork warnings.
  - To be informed of the Terms and Conditions applying to your order.
- Quotes are artwork specific and any changes to the artwork or order, i.e. dimensions, quantities, material, substrates, colours, artwork etc., will affect the quoted price. Any changes to the order will be followed up by a quote and invoiced separately once accepted by the customer. Additional invoices issued for changes or edits are payable immediately and orders will not be updated prior to payment confirmation.
- We cannot offer free reproduction, refunds, reimbursements or discounts on faulty artwork that has been approved or replace customer supplied items in case of printing discrepancies or errors, regardless of the origin or type of discrepancy / error.
- Production cannot start until we receive the signed Artwork Approval / written approval of the customer.
- Delays in visual artwork approval will lead to delayed delivery of the completed job.
- NO orders are sent to production prior to receiving the Signed Artwork Approval / written approval on the artwork unless the customer confirms and instructs, in writing, that printing, production or manufacturing must commence without receiving or approving the artwork.
- We DO NOT accept verbal approvals and all approvals must be submitted in written form by either signing the official Artwork Approval received, replying to the email or WhatsApp in writing clearly stating that you approve the artwork including the terms and conditions.
- By signing and submitting the Artwork Approval or approving the Artwork in writing (whether via email or WhatsApp, in text or a voice note) the customer agrees that the Artwork in its entirety is 100% correct and that they have read and understood all the terms and conditions pertaining to their order.
- Once the Artwork Approval and Terms and Conditions are accepted and signed off / approved in writing by the customer, it is accepted as correct, acknowledged and understood and any reproduction, reprints, resupply and / or re-installations and traveling will be treated as a new order, fully payable prior to being added to our production line or booked for installation.
- By electing not to receive an Artwork Approval, the customer acknowledges and agrees that all printing, production and manufacturing are done at the customer's risk and that Picasso Signs will not be held responsible for any printing discrepancies or errors, regardless of the origin or type of discrepancy / error.
- By approving our artwork, you confirm that you have had reasonable opportunity to read and understand our Terms & Conditions available at [www.picassosigns.co.za/terms](http://www.picassosigns.co.za/terms). These terms form part of our agreement and are deemed accepted upon receipt of your approval. A link and QR code linking to the full set of Terms & Conditions on our website are on our quotes, invoice and Artwork Approval for your convenience

## 9. Production:

- No orders are added to the production line prior to:
  - Being processed and payment confirmation
  - Receiving the signed Artwork Approval / written approval of the customer.
- Production applies to workdays only.
- Approved orders are added to the production line at 10am daily.
- All approvals received after 10am on any workday will only be added to the production line on the following workday.
- Delays in visual artwork approval will lead to delayed delivery of the completed job.
- No changes can be made to orders once it has been signed off and added to the production line.



## 10. Lead Time:

Lead times vary based on the complexity and scope of the project. Estimated completion dates will be communicated, but may be adjusted due to design revisions, material delays, or payment clearance.

- Lead Time starts once the order is added to our production line.
- Signed approvals received after 10h00am on any workday are only added to our production line on the following business day).
- Lead Time applies to workdays only.
- Lead Times are based on the scope of the order and will be specified on the quote. Quote / Email / WhatsApp communicated lead times are definitive and override the general lead time outlined in our terms and conditions below:
- Should no Lead Time be specified on the quote, email or WhatsApp, the following standard Lead Times will apply:
  - Express Orders: (Please refer to Section 6. Express Orders)
  - Standard small orders: 5-7 workdays from receipt of signed artwork approval and being added to our production line to completion / installation being booked (Please note, signed approvals received after 10h00 am on any workday are only added to our production line on the following business day).
  - Paper / Cardstock / Portable Branding Solutions (banners, flags etc.); 10-14 workdays from receipt of signed artwork approval and being added to the production line to completion (Please note, signed approvals received after 10h00 am on any workday are only added to our production line on the following business day).
  - Bulk Orders / Light Boxes: Custom lead time will be disclosed on the quote, via email or WhatsApp.
- We are working tirelessly to complete each order as soon as possible, but we do rely on stock availability and timely courier delivery from our suppliers and unfortunately lead times and completion of your order could be affected by shortage in stock, delays in stock delivery and / or limited production hours due to implemented load shedding.
- Should stock not be available immediately on processed orders, we reserve the right to source stock within a reasonable time frame, taking into account the reason of unavailability, to complete the order.
- All prices are subject to change and based on availability of stock and Picasso Signs reserves the right to amend prices according to such changes.
- Any changes in pricing will be communicated to the customer and be fully payable before production starts.

## 11. Installations / Collections / Uncollected Items:

Installations:

Installations are only booked once payment on the final outstanding amount has been confirmed (Please refer to Section 3. Payment Terms). *All signage will be made available for viewing at the Picasso Signs shop at 21D Mimosa Street, Old Industrial Area, Hermanus, should the customer wish to inspect it prior to processing the final payment.*

- Site Disclosure and Installation Readiness
  - Clients are required to provide accurate and complete information regarding site conditions, access requirements, installation surfaces, installation heights and any potential obstructions or hazards. If installation cannot proceed as scheduled due to undisclosed or inaccurate information — including but not limited to access issues, incorrect surface details, or the need for additional equipment — the installation will be postponed.
  - In such cases, a rescheduling and additional travel fee will apply, along with any extra costs incurred for equipment, labour, or materials needed to complete the job safely and correctly. Installation will be cancelled and a new traveling or rescheduling fee will be charged.
  - Any additional material, consumables or accessories, services or labour, specialized equipment or extended ladders, traveling, etc. required will be invoiced separately and be payable prior to being fulfilled / booked / installation commencing.
- Client-Provided Measurements:
  - Where clients elect to provide their own measurements or dimensions — or where Picasso Signs has not taken site or general measurements — the client assumes full responsibility for the accuracy of the information submitted. Picasso Signs will not be held liable for errors, material waste, reprints, or installation issues resulting from incorrect or incomplete measurements provided by the client.

- Where installation included is stated:
  - It applies to areas within Hermanus CBD, Old Industrial Area, Voëlklip, Sandbaai, Onrus or Vermont only. Any other areas of installation not specified will require a new quote which includes a traveling fee.
  - It applies to heights not exceeding 3m high from ground level to the top of the sign. Heights exceeding 3m from ground level to the top of the sign will require a new quote which includes special equipment to accommodate the required height safely.
- Sign erections on wooden poles:
  - We cannot guarantee the lifespan or durability of any wooden poles supplied.
  - Repairs / maintenance on wooden poles and structures / erections will be for the customer's account.
- Excluded in installation unless stated as included:
  - Traveling Fees. Travel costs are quoted based on distance and time travelled. Additional traveling fees and traveling time to areas not specifically mentioned as included or to remote locations will incur extra charges
  - Aluminium frames, brackets, supporting beams or poles
  - Additional consumables and accessories not mentioned in the quote
  - Clearing of ground and removal of existing rubble, plants, rocks, trees, bushes and shrubs etc. (applicable to sign erection/installation)
  - Removal of existing branding on substrates, windows, vehicles or any item or object to be branded
  - Installations where the installation height exceeds 3m from ground level to the top of the sign where specialized equipment, ladders, scaffolding etc. is required.

#### Collections/Uncollected Items:

- No items will be released for collection prior to full payment being confirmed.
- Late Payment on final outstanding amounts will incur an 8.25% annual interest charge as allowed by the National Credit Act.
- A 2-3 workday delay will apply until goods are released for collection to all EFT's payment for which an original bank generated proof of payment is not submitted directly from the customer's bank to [sales@picassosigns.co.za](mailto:sales@picassosigns.co.za).
- We will make reasonable attempts to contact the client for Items not collected within 7 days of notification.
- Goods not collected within 7 days of completion will incur a storage fee of R150 per day.
- Picasso Signs reserves the right to retain goods until all outstanding fees, including storage, are paid in full.

## 12. Traveling Fees and Traveling Time

Traveling Fees and Traveling Time are not included in quotes unless specifically stated as included.

Traveling fees are based on the physical address and additional information submitted by the customer.

If our technician is unable to make contact with the customer upon arrival, they will wait for a maximum of 10 minutes.

Thereafter, they will proceed to the next scheduled installation to avoid delays and overlapping appointments.

A rebooking fee of R185 will apply if we are required to return to the installation address within Hermanus due to a missed appointment or delayed arrival by the customer.

For installations outside of Hermanus, an additional travel fee will also be charged. Rebooking will only be scheduled once all applicable fees, including the traveling fee, have been paid in full

## 13. Installation / Application bookings:

Installations are only booked once the final outstanding amount has been confirmed (Please refer to Section 3.

Payment Terms). *All signage will be made available for viewing at the Picasso Signs shop at 21D Mimosa Street, Old Industrial Area, Hermanus, should the customer wish to inspect it prior to processing the final payment. Pictures of the completed signage can be requested should the customer not wish to inspect it in person.*

Installation Slots:

- We allocate the required amount of time needed to complete each job promptly and professionally when booking installations.
- We can only accommodate a maximum of 10 minutes delay for the arrival of the customer to ensure we are able to complete the job promptly and without it interfering with the next installation slot. Should the customer

not be available, arrive late or not arrive at all, the installation will be cancelled and rescheduled for the next available installation slot. We cannot cancel already booked appointments to accommodate rebooking.

- Rescheduling, travel and travel time fees will apply to all re-booked installations based on the area of installation.
- All rescheduling fees are payable prior to the installation being rescheduled.
- Rebooked installations are only booked once the rescheduling- and traveling fee is paid in full.

#### **14. Cancellation and Refunds:**

All custom-manufactured, printed, and/or custom-cut products and services supplied by Picasso Signs are subject to the provisions of the Consumer Protection Act No. 68 of 2008 ("CPA"), where applicable.

Picasso Signs specialises in the production of custom items created specifically to the customer's specifications. This includes, but is not limited to, bespoke product designs (artwork), special-order materials, and items cut or manufactured to exact requirements to ensure availability and timely delivery. As such, cancellations are at the sole discretion of Picasso Signs, and we reserve the right to refuse any cancellation requests.

Products that are manufactured or modified according to the customer's design, specifications, or requirements—including printed signage, cut lettering, fabricated elements, and custom finishes—are not eligible for cancellation, refund, or exchange, except where a proven manufacturing defect exists.

No refunds, exchanges, or returns will be accepted for custom-made items produced in accordance with the customer's specifications, where no specific performance or intended use was communicated in writing prior to approval.

Returns / Exchanges: Not accepted on custom orders.

The following will not be deemed as a valid excuse to claim reproduction, replacement, discount, cancellation, removal, reinstallation, free traveling or a full refund etc. on processed / paid orders.

Failure to:

- Where no specific performance or intended use was communicated in writing during the quoting process or prior to acceptance and artwork approval
- Check all aspects of the artwork
- To communicate/request changes or edits needed (Assumptions on artwork are not deemed a valid excuse)
- Clarify information or artwork aspects that are unclear or has uncertainty pertaining to the artwork or order
- Clarify any uncertainty regarding our Terms and Conditions
- To accept additional fees not initially included in the order, that may apply to order updates or changes requested or required,
- Read all the information provided in any communication and/or contained within the Artwork Approval
- Read the full set of Terms & Conditions within the artwork approval and available on our website. A link and QR code linking to the full set of Terms & Conditions on our website are on our quotes, invoice and Artwork Approval for your convenience.

#### **15. Liability and Indemnity Clause**

Picasso Signs' liability for any claim, whether in contract or otherwise, is strictly limited to the amount paid for the specific product or service in question. We are not liable for any indirect, incidental, or consequential losses. Nothing in these Terms and Conditions shall limit liability where such limitation is not permitted under South African law.

- **Payment Terms**
  - All invoices are payable as per the terms stated therein. Picasso Signs retains ownership of all goods and signage until payment is received in full. Delays in payment may result in project holdbacks or additional interest and fees charged at the maximum rate allowed by law on a monthly basis. Non-payment will result in legal action and recovery of all associated costs.
- **Artwork and Design Approval**
  - The client is responsible for thoroughly reviewing all proofs and artwork before approval. Picasso Signs shall not be held liable for any errors (including but not limited to spelling, colour discrepancies, layout, or design issues) that were approved by the client, regardless of the origin of the error. Reprints or corrections after approval will incur additional charges.
- **Installation and Application**
  - While Picasso Signs takes every precaution to ensure safe and proper installation, we are not liable for damage to surfaces, substrates, or surrounding structures during or after installation, especially where

prior conditions are unknown or suboptimal. Installations are carried out at the client's risk unless a written site inspection and surface suitability report is agreed upon in advance.

- **Travel and Site Conditions**
  - Travel costs are quoted based on initial estimates. Additional travel time, delays due to access restrictions, or remote locations may incur extra charges. Clients must ensure clear access to the installation site. Picasso Signs is not responsible for delays due to client or third-party interference.
- **Health and Safety**
  - All reasonable steps will be taken to ensure safety during site work. However, Picasso Signs will not be held liable for injury, damage, or loss caused by unforeseen site hazards or failure of the client to disclose known risks. The client is responsible for ensuring that installation areas comply with local safety regulations and are hazard-free.
- **Limitation of Liability**
  - In no event shall Picasso Signs be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with services rendered. Liability is strictly limited to the amount paid for the specific project or service in question.
- **Force Majeure**
  - Picasso Signs shall not be held liable for failure to perform due to events beyond its reasonable control, including but not limited to acts of God, government restrictions, natural disasters, strikes, or equipment failure. Customers will be notified and kept up to date as soon as reasonably possible.
- Picasso Signs shall not be held liable for delays or damages caused by:
  - Late or incomplete payments
  - Design approval delays
  - Circumstances beyond our control (e.g., load shedding, courier delays, unavailability of stock etc.)

## 16. Guarantees and Warranties

- **General Guarantees and Warranties**
  - Due to the handcrafted and custom nature of our products, slight variations between items are normal and unavoidable. As such, we cannot offer replacements or reprints for items that differ slightly in size, colour, placement, or finish, as exact duplication is not always possible. Please note that custom-made items are provided without warranties or performance guarantees, given their bespoke nature.
  - All custom-manufactured, printed, and/or custom-cut products and services supplied by Picasso Signs are subject to the provisions of the Consumer Protection Act No. 68 of 2008 ("CPA"), where applicable.
  - Products manufactured or altered specifically to the customer's design, specifications, or requirements—including but not limited to printed signage, cut lettering, fabricated elements, and custom finishes—are not eligible for cancellation, refund, or exchange, except where a defect is proven to exist as a result of a manufacturing fault.
  - No refunds, exchanges, or returns will be accepted for custom-made items that conform to the customer's specifications and were approved, and where no specific performance or intended use was communicated in writing prior to approval, in accordance with Section 56(3) of the CPA.
  - In accordance with the CPA, Picasso Signs warrants that:
    - Products will be of good quality, in good working order, free from material defects, and reasonably suitable for the intended purpose, as clearly communicated and agreed upon at the time of order.
    - A six-month implied warranty may apply where appropriate, during which the customer may request repair or replacement of defective items due to workmanship or materials, provided that the item has not been misused, altered, exposed to abnormal conditions (e.g., weather or power fluctuations), or damaged through negligence.
    - This warranty does not cover faults resulting from incorrect installation not performed by Picasso Signs, altered /tampered with installations, failure to follow aftercare instructions, or damages caused by external forces such as power surges, load shedding, or environmental exposure unless otherwise agreed in writing.



- Customers are responsible for reviewing and approving all proofs, specifications, and final artwork before production. Approval of artwork or quote confirms agreement with all terms, including warranty terms.

Picasso Signs will not be held liable for errors, design flaws, or incorrect specifications approved by the customer regardless the origin of the error.

- This general warranty clause is in addition to, and does not limit or override, any minimum consumer rights provided under the CPA.

- **Electrical Components**

- Picasso Signs does not offer any guarantees or warranties on electrical components such as LEDs\*, neon strips, power supplies, wiring, or any other lighting-related items, due to the adverse effects of load shedding and unstable power supply. These factors fall outside of our control and may cause damage or malfunction to electrical components.
- It remains the sole responsibility of the customer to ensure that adequate insurance cover is in place to protect all electrical components, including but not limited to LEDs\*, neon strips, power supplies, and related items, against any form of damage or loss.
- Should any electrical components require inspection and/or repair due to non-functionality, a standard call-out fee will apply, along with any additional charges necessary for repairs or replacements.
- This clause applies to and includes all forms of lighting and related electrical components supplied or installed by Picasso Signs, including but not limited to LEDs, neon strips, power supplies, wiring, and other accessories.
- In the event of a warranty claim, Picasso Signs reserves the right to deny the claim following an investigation. We may also require the customer to provide a report from a registered and qualified technician or professional service provider confirming that the cause of the defect or damage is unrelated to load shedding or power surges. The cost of obtaining such a report shall be borne by the customer.

- **Fit for Purpose**

Picasso Signs manufactures all custom orders, signage, prints, and related products to the customer's specific requirements, as per approved quotes and artwork. It remains the responsibility of the customer to ensure the product is suitable for its intended use. Unless a specific use or performance requirement was clearly communicated in writing and accepted by Picasso Signs in advance, Picasso Signs cannot be held liable if a product is later deemed by the customer to be unsuitable for their specific purpose. No refunds or exchanges will be granted for custom products made as per the customer's specifications.

- **Disclaimer on Intended Use**

Unless the customer has expressly stated the intended purpose or application of the product in writing, Picasso Signs accepts no responsibility for the suitability of the product for any specific purpose. All products are manufactured and supplied as per customer request, specifications and approval.

## 17. Ownership of Artwork and Designs

All designs, layouts, and artwork created by Picasso Signs remain the intellectual property of the company unless otherwise agreed in writing and paid for in full. Usage of our designs elsewhere without permission is strictly prohibited. Clients may not reproduce, alter or resell designs without prior written consent.

## 18. Municipal Approval and Compliance Responsibility

It is the sole responsibility of the customer to familiarise themselves with all relevant local bylaws, regulations, and municipal requirements pertaining to the erection, placement, and display of signage or branding. Customers are required to obtain any and all necessary approvals or permits from the relevant municipal authorities prior to installation.

Picasso Signs accepts no responsibility or liability for signage that is not approved, is subject to municipal disapproval, or is required to be altered, removed, or relocated due to non-compliance with local regulations. We are unable to cancel, discount, or refund any orders or part of an order as a result of such disapproval, enforcement actions, or failure to obtain the necessary permissions.

## 19. Governing Law

These terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.

## 20. Written Communication Requirement and Contact Details:

- **Written Communication:**  
All instructions, agreements, changes, approvals, and commitments must be provided and confirmed in writing to be valid and enforceable. This applies to all aspects of communication and is not limited to artwork or design approvals. (Verbal Artwork Approvals are not accepted – no exceptions).  
Accepted forms of written communication include email and WhatsApp text messages.  
While written messages are strongly preferred, WhatsApp voice notes may be accepted at our discretion—but only when the sender is clearly identifiable and the content is unambiguous. Picasso Signs reserves the right to reject any voice note that cannot be confidently verified as originating from the authorised client or representative.  
Written Communication and approvals should be submitted to:
  - [sales@picassosigns.co.za](mailto:sales@picassosigns.co.za) (preferred)
  - WhatsApp: 082 492 5223 (Connected to a computer and monitored during business hours only – No phone/WhatsApp calls) (accepted at our discretion)
- **Full Contact Details:**  
21D Mimosa Street, Old Industrial Area, Hermanus, 7200  
Office Tel: 028 312 1335  
WhatsApp: 082 492 5223 (Connected to a computer and monitored during business hours only – No phone/WhatsApp calls).  
Email: [sales@picassosigns.co.za](mailto:sales@picassosigns.co.za)  
Website: [www.picassosigns.co.za](http://www.picassosigns.co.za)

## 21. Use of Images for Marketing Purposes

Picasso Signs reserves the right to photograph completed projects for the purpose of showcasing our work. These images may be used in our portfolio, on our website, across social media platforms, or in other marketing and promotional materials.

Where vehicle branding or signage includes identifiable details such as company names, logos, or contact information, these may be displayed as part of the completed work unless the client specifically objects in writing prior to completion. As a standard practice, vehicle number plates and other personal identifiers will be blurred or obscured in any publicly shared content, unless the client has given explicit written consent for full visibility.

We respect our clients' privacy and intellectual property. If you do not wish for your project or vehicle to be featured, please inform us in writing before the job is completed.

Let me know if you'd like a shortened version for printed materials or quotes.

Last Updated: January 21, 2025