

**ABACUS PRODUCTIONS CC QUOTATION**

Registered title.....Trading Name.....

Company/Pty Ltd/Partnership/  
CC/Trust .....Registration No:.....

Physical  
Address:.....

.....Code:.....

Postal  
Address:.....

.....Code:.....

Telephone No:.....Fax No:.....

Email Address:.....Contact Name:.....

Date of Incorporation:.....V.A.T. Reg. No:.....

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NAME OF DIRECTORS / PARTNERS / MEMBERS

NAME                      ADDRESS                      ID NO:                      TEL. NO:

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Name of Auditors:.....Tel No:.....

Name of Bankers:.....Branch Name.....

Bank Account No:..... Branch No:.....

TRADE REFERENCES

NAME              ADDRESS                      TELEPHONE NO:

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I, \_\_\_\_\_ of \_\_\_\_\_  
hereby approve Cost Estimate # \_\_\_\_\_ from Abacus Productions  
CC for \_\_\_\_\_  
(description of work)

This quotation will upon acceptance become a final agreement between the parties and is subject to the terms and conditions on the overleaf hereof.

Once a final agreement has been reached, the party signing this quotation on behalf of a company / partnership / close corporation / trust will by affixing his signature become a surety in his personal capacity as co-principal debtor for the obligations incurred by the company / partnership / close corporation / trust for all amounts due by the principal debtor to ABACUS PRODUCTION CC.

## **ANNEXURE 1**

### **TERMS AND CONDITIONS ON WHICH ABACUS PRODUCTIONS CC WILL EXECUTE ORDERS PLACED BY THE CLIENT**

1. Estimates and Quotations not accepted within thirty (30) days , shall be deemed withdrawn and cancelled.
2. Proofs, samples, specimens, sketches , photographs or any representation whether partial or total will be submitted to the customer for approval at his request. After approval , the customer shall have no claim against Abacus Productions CC for errors , changes required by the customer other than the correction of producer's error and costs, shall be charged for at the normal rates charged by Abacus Productions CC.
3. A cost estimate will become final and binding between the parties as an integral part of this agreement upon signature thereof by both client and Abacus Productions CC.
4. Goods will be dispatched or must be collected by the customer, as arranged when placing the order. Should the customer fail to collect the goods within fourteen (14) days after being notified that it is ready for collection, the goods will be dispatched to the customer at the customer's cost.

5. Abacus Productions CC shall not be required to reproduce any matter which, in its opinion, is illegal or defamatory. The customer shall indemnify Abacus Productions CC against any claims, costs and expenses arising out of infringement of copyright, trademarks, patent or design.
6. Abacus Productions CC shall have the right to cancel or vary any contract by reason or vis major and every cause whatsoever beyond its control, including, inter alia, inability to secure labour, materials, power or supplies, or by reason for any act of God, war, riot, state of emergency, strike, lock-out or other labour dispute, fire, flood, drought, or legislation.
7. Abacus Productions CC may recover any increase in cost of production which occurs between the acceptance and execution of the order from the customer.
8. Abacus Productions CC gives no warranty, express or implied, regarding the suitability of goods supplied , for any purpose whatsoever and shall not be liable for any direct, indirect, consequential or other loss, including that of third parties, arising from errors in executing orders, or by delay in delivery or by unsuitability of goods for use as intended. Similarly the client will remain liable for additional cost at Abacus Productions CC's normal tariff's should the cost of the production or post production increase through a delay that cannot be attributed to the fault of Abacus Productions CC.

9. Intellectual property:

The production and any part thereof including but not restricted to the concepts and final product is intellectual property that belong to Abacus Productions CC. The client, in terms of this agreement, obtain the right for the specific use of the product for the intention as stated in the overleaf hereof.

10. Similarly all material produced during shooting will remain the property of Abacus Productions CC.

11. Insurance:

All material filmed during productions and final edited master programmes will be stored at the Abacus Productions CC's premises – 66 Albert Road, Woodstock, Cape Town.

The client undertake and warrant that it will insure all such material against fire, theft or damage of any kind including loss and as such the material is stored by Abacus Productions at the full risk of the client. The client can request master programmes to be copied and stored at their own premises for safekeeping.

12. Product:

The product delivered is the final master and the content thereof. On DVCAM, Betacam SP, VHS, DVD, CD etc. It is the responsibility of the client to make copies of same for their own use.

13. Unused material:

As set out hereinabove the intellectual property to all material remain with Abacus Productions CC who retain the right the use unused materials in other productions.

14. Approvals:

The client warrant that it will be represented on set by an authorized representative who will approve all shots. Similarly such a representative will approve the concept, the cost estimate, the time schedule, first edit, rough cut (off-line edit) and on-line edit (final visual edit), final visuals, sound mix, final DVCAM Master. All the aforesaid items will be signed off in writing and must be signed by both parties.

15. Payments:

- 15.1 Upon acceptance of the quotation, the client will pay a non-refundable deposit of 50 % of the total amount quoted plus 14 % V.A.T.
- 15.2 Any variations from the quotation including but not restricted to additional requests, amendments or changes to the product will result in Abacus Productions CC delivering a further invoice for payment as aforesaid at its normal costing tariff which will be made available to the client at the date of the additional request or change, at its request.
- 15.3 The client will receive the final production invoices once post production is completed.
- 15.4 Payment in terms of final invoices delivered shall be payable within thirty (30) days of date of statement irrespective whether the goods have been collected or dispatched.
- 15.5 Interest shall be charged on outstanding amounts at 2,5 % per month.
- 15.6 All payments received shall be allocated first to the eldest invoices in time, unless indicated to the contrary in writing by the customer at the time of payment.

- 15.7 Abacus Productions CC may refuse to execute or deliver any orders in the event of any monies due to it for longer than thirty (30 days).
- 15.8 The customer shall not be entitled to withhold payments due to Abacus productions CC by virtue of any counterclaim or set off.
16. Delivery of goods shall take place and risk therein will pass to the customer –
- 16.1 In the event of dispatch to the customer, when the goods arrive at the customer's premises; and
- 16.2 In the event of collection, when the goods are loaded on the customer's vehicle.
17. The parties consent to the jurisdiction of the Magistrate's Court having jurisdiction by virtue of Section 28 of the Magistrate's Court Act of South Africa for the determination of any claim which Abacus Productions CC may at any time have against the customer arising out of the supply of goods or any other cause whatsoever and which would be otherwise beyond the jurisdiction of the Magistrate's Court because of the amount of the claim.

18. The client will only receive the final product after its written approval thereof has been given.
  
19. A certificate issued by the Director or a Manger of Abacus Productions CC , shall be prima facie proof of such amount owing to Abacus Productions CC by the customer and Abacus Productions CC shall be entitled, in terms thereof, to apply for provisional sentence or take other legal proceedings against the customer thereon.
  
20. In the event of Abacus Productions CC electing to instruct attorneys to take action against the customer for recovery of any amounts owing to Abacus Productions CC , the customer shall be liable for legal fees on an attorney and client scale, cost and collection commission.

(Please initial both pages of the Annexure and stamp this page with your company stamp).