

TERMS OF SERVICE

Effective Date: 1 June 2026

These Terms of Service ("Agreement") govern the relationship between **Keystone International Sourcing and Shipping (Pty) Ltd** (hereinafter referred to as the "Company") and the person or entity purchasing services or goods (hereinafter referred to as the "Client").

1. GENERAL FINANCIAL TERMS (Prepayment Policy)

- **1.1 Strict Prepayment Required:** The Company operates strictly on a prepayment basis. No work will commence, no marketing campaigns will be launched, no products will be dispatched, and no logistics movements will be scheduled until full payment of the invoice has been received and cleared in the Company's bank account.
- **1.2 Payment Method:** Payments must be made via electronic funds transfer (EFT) to the bank account specified on the invoice.
- **1.3 Estimate Validity:** Any estimate or quote provided by the Company is valid only for the specific timeframe explicitly stated on the face of that document (e.g., "Valid until [Date]" or "Valid for X days"). If no validity date is explicitly stated, the estimate expires automatically 7 days from the date of issuance. The Company reserves the right to adjust pricing after the expiration date.

2. PRODUCT SALES & SUPPLY TERMS

- **2.1 Order Processing:** Product orders are only processed and packed once payment is cleared. Stock availability is not guaranteed until payment is received.
- **2.2 Delivery, Title, and Risk of Loss: * Risk of Loss:** Because the Company manages delivery directly to your specified delivery address, the Company retains accountability for any loss, theft, or damage to products while they are in transit. Risk of loss or damage officially transfers to the Client the moment the products are successfully delivered to the doorstep/facility of the specified delivery address. The Company is not responsible for any damage that occurs during or after the unloading process at the Client's premises.
 - **Transfer of Title:** Legal ownership (title) of the products transfers to the Client only upon the completion of two conditions: (1) full cleared payment



has been received by the Company, and (2) successful delivery to the Client's specified address has occurred

- **2.3 Inspection and Defects:** The Client must inspect all delivered products within **48 hours of receipt**. Any claims for shortage, damage, or defective products must be submitted in writing with photographic evidence within this window. Failure to do so constitutes unconditional acceptance.
- **2.4 Returns:** Custom, altered, or special orders are non-refundable. Standard stock items returned in original, unopened packaging are subject to a **10% restocking fee**, and the Client covers all return shipping costs.

3. LOGISTICS DIVISION TERMS

- **3.1 Booking & Dispatch:** Freight bookings, transport scheduling, and warehousing allocations will only be secured and initiated *after* payment is confirmed.
- **3.2 Representation of Goods:** The Client warrants that all goods tendered are properly packed, labelled, and safe for transport, with weights and volumes accurately declared.
- **3.3 Limitation of Liability:** The Company utilizes third-party carriers and standard industry protocols. Liability for loss or damage is strictly limited to standard industry carrier limits unless additional cargo insurance is requested and paid for by the Client in writing prior to dispatch.
- **3.4 Delays:** Transit times are estimates and are not guaranteed. The Company is not liable for consequential or economic losses due to transit delays, customs hold, or force majeure events.

4. BRANDED & PROMOTIONAL PRODUCTS TERMS

- **4.1 Artwork and Proof Approval:** The Client is entirely responsible for reviewing, proofreading, and approving all digital artwork, layout proofs, and mock-ups before production begins. The Company is not liable for any spelling errors, typos, design flaws, or incorrect logo placements on the final products once the digital proof has been approved by the Client.
- **4.2 Eco-Friendly and Recycled Material Variations:** The Client acknowledges that products utilizing recycled, upcycled, or sustainable materials (including specialized notebooks and bookmarks) may feature natural variations in texture, colour, shading, and finish. These organic variations are characteristic of sustainable



manufacturing and are not considered manufacturing defects or grounds for a refund.

- **4.3 Colour Matching (PMS Colours):** While the Company makes every effort to match corporate branding colours accurately, exact colour matching cannot be guaranteed on certain textured, recycled, or upcycled materials. Production will match approved digital proofs as closely as commercially possible.
- **4.4 Setup Fees and Intellectual Property:** Any digital layouts, printing plates, or engraving setups created by the Company remain the property of the Company. Artwork supplied by the Client remains the Client's intellectual property, and the Client warrants they have the legal right to use and reproduce any logos or trademarks provided.

5. GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of **South Africa**

