



**Reg name:** GVD SOLUTIONS

**Reg number:** 2025/249575/07

## Terms and Conditions

**These Terms and Conditions ("Agreement") govern all sheet-metal design and fabrication services provided by GVD SOLUTIONS (Pty) Ltd ("we," "us" or "the Company") to any client ("you" or "Client"). By engaging our services or making payment, you agree to be bound by this Agreement. We are a South African private company, and these terms are governed by South African law. This Agreement protects both parties: it preserves the Company's designs and reputation and safeguards the Client's information and interests.**

### Scope of Services

- **Design Services:** We will prepare detailed CAD drawings of sheet-metal components as per your specifications. Clients must supply all necessary information (dimensions, materials, application, etc). We deliver drawings in agreed formats (e.g. PDF, DWG) for review.
- **Manufacturing Coordination (Optional):** Upon your request, we will coordinate fabrication (e.g. laser cutting, bending, welding) through qualified third-party contractors. The Company oversees the process but does not perform the cutting or welding itself.
- **Client Approval Required:** No fabrication or final output is produced until you have approved the completed drawings. You must review all final drawings and specifications and confirm in writing before production or further work begins. Once approved, any changes you request may incur additional fees.

Clients are responsible for verifying that all designs and drawings meet their needs. We rely on the information you provide; any inaccuracies or omissions in your specifications are your responsibility and may lead to delays or errors.

### Client Obligations

- **Accurate Specifications:** You must provide correct and complete information. This includes all dimensions, materials, tolerances, and any regulatory or engineering requirements.
- **Approvals and Changes:** You must promptly review, approve, or request revisions to drafts. You are responsible for approving the final design in writing. After approval, the Company will not be liable for defects resulting from the approved specifications.
- **Engineering and Compliance:** You are responsible for any engineering certification, permits, or compliance with local codes (e.g. structural engineer sign-off) unless otherwise agreed.
- **Cooperation:** You must provide access or support if any site visits or tests are needed. Any delay caused by late approvals, withheld information, or changes will adjust delivery schedules accordingly.

**Financial Responsibility:** You agree to pay all fees as set out below and reimburse any costs (e.g. rush fees, shipping). You also agree not to use the Company's name, designs, or representations in a false or misleading way, and not to claim any affiliation or endorsement beyond this contract.

## Fees and Payment

- **Pricing:** All fees for design and related services are quoted in South African Rand (ZAR) and are firm. Prices do not automatically adjust for inflation or exchange rates. Any changes (e.g. material price increases) will be communicated and agreed upon in writing.
- **Deposit and Milestones:** We typically require a deposit before work begins (for example, 50% of the total fee). The remainder is due upon delivery of final drawings or completion of work. Specific payment milestones will be set out in our quote or invoice.
- **Invoices and Terms:** Payment is due within the period specified on the invoice (commonly within 30 days). Overdue payments may incur interest and collection costs as permitted by law. All amounts exclude VAT or other taxes, which you will pay if applicable.
- **Ownership of Deliverables:** Title to any physical goods (e.g. finished parts) and all design work (drawings) remains with the Company until we receive full payment. In other words, we retain ownership of the work product ("goods") until you have paid in full. If payment is not made as agreed, we may suspend delivery and exercise all legal rights to recover the debt (including collection costs).
- **Non-Refundable Fees:** Any deposits or payments made are non-refundable once work has commenced, because the Company will have invested time and resources. We do not refund fees for completed designs or prototypes, even if you do not use them, since they remain our intellectual property (see below).

## Intellectual Property and Use of Drawings

- **Copyright and Ownership:** All drawings, designs, and related work product created by the Company are the Company's (or its designers') copyrighted works. South African law explicitly protects original technical drawings as artistic works. The Company retains full copyright and intellectual property rights in all deliverables, even after payment.
- **License to Client:** Upon full payment, the Company grants you a limited, non-exclusive license to use the delivered drawings and designs solely for your own project or internal purposes. You may use them to fabricate the finished components for your personal or business use.
- **Restrictions:** You may not sell, reproduce, distribute, or sublicense the drawings or designs to third parties in any form. You may not republish or retail our drawings (digital or physical) after payment; they are provided for your use only. Any unauthorized copying or use of the designs is a breach of this Agreement.
- **Confidentiality of Designs:** The designs are confidential to our Company. You agree not to publish, display, or use the designs except as needed for the permitted use. If we agree to transfer any design files, it is for your use only and you must take steps to prevent further dissemination.

These IP protections ensure that our creative work and methods remain proprietary. You acknowledge that compensating the Company for work does not transfer our underlying rights; it only allows you to use the result/product as agreed.

## Third-Party Services and Liability

- **Outsourced Fabrication:** Any fabrication (e.g. cutting, bending, welding) is performed by third-party contractors. The Company does not control these subcontractors' workmanship or schedule, and we assume no liability for their actions or errors.
- **No Liability for External Causes:** We are not responsible for damages or defects arising from factors beyond our control. For example, the Company will not be liable for any faults or losses due to modifications made by you or others, existing site or structural issues, damage from external events (fire, weather, vandalism), misuse of the parts, or any installation work done by others. Similarly, damage caused by corrosion (rust) or environmental conditions is not covered by us. These exclusions are like standard industry practice.
- **Warranties from Subcontractors:** If a fabricator or material supplier provides any warranty, we will pass it to you but make no additional guarantees. We do not guarantee any performance (e.g. structural strength, durability) beyond what is explicitly stated in writing.
- **Testing and Inspection:** Once you approve a design, any testing or inspection of the final part (fit, strength, etc.) is your responsibility. The Company is not liable for any errors in fit or function that occur after your approval of the design.

## Confidentiality and non-disparagement

- **Confidential Information:** Both the Company and the Client agree to keep confidential all proprietary and non-public information disclosed in connection with this project. This includes trade secrets, design files, technical data, and financial or business details. Such information may only be used to perform this Agreement's obligations.
- **Client Privacy:** We will treat your personal and business information with strict confidentiality. We will not disclose your name, contact information, or project details (beyond what is needed for service delivery) without your permission. We will not feature your name, logo, or design in our marketing materials or portfolio unless you expressly agree.
- **Reputation and Non-Disparagement:** Both parties commit to act professionally. You agree not to make false or disparaging statements about our Company or workmanship. Likewise, the Company will not misrepresent or defame you or your business. Both parties will communicate truthfully and respectfully to protect each other's credibility.

## Privacy and Personal Data Protection

- **Compliance with POPIA:** We collect only the personal data necessary to provide our services (e.g. your name, email, address). As a South African company, we comply with the Protection of Personal Information Act (POPIA). POPIA is South Africa's data privacy law that safeguards individuals' personal information. All South African businesses – including us – must follow its rules.
- **Use of Data:** We will use your personal information only to manage your account, communicate about this project, and comply with legal obligations. We do not sell or share your personal data with unrelated third parties. If any third-party contractor requires contact details to fulfil the job, we provide only what is necessary (e.g. shipping address to a courier).
- **Data Security:** We implement reasonable technical and organizational measures to protect your data from unauthorized access. Your data will be stored securely and only retained as long as needed.
- **Your Rights:** Under POPIA you have rights to access, correct, or request deletion of your personal information. We maintain a privacy policy (available on our website) that explains these rights. If a data breach occurs affecting your information, we will notify you promptly as required by law.

## Warranties and Liability Limitations

- **No Warranty:** Except as explicitly stated in writing, all services and deliverables are provided “as is.” We make no warranty of merchantability or fitness for a particular purpose. We do not guarantee any specific results or outcomes. To the extent allowed by law, we disclaim all warranties, express or implied.
- **Limitation of Liability:** Our total liability to you for any claim related to this Agreement (whether in contract, negligence or otherwise) is limited to the total amount you have paid us for the services in question. In other words, we cannot be required to pay more than our fees.
- **No Consequential Damages:** Neither party will be liable to the other for any indirect, incidental, special, or consequential damages – such as lost profits, loss of data, or business interruption – arising from this Agreement. This limitation applies even if we had notice of possible such damages.
- **Maximum Extent:** Where law does not allow full exclusion of liability or warranties, our liability and disclaimers shall be effective to the fullest extent permitted. These clauses are consistent with industry standards and reflect the allocation of risk between us.

## Indemnification

The Client agrees to indemnify and hold the Company harmless from any claims, losses, or damages (including legal fees) arising out of: (a) your use or misuse of the drawings or products beyond the scope of this license; (b) any third-party claims related to your supplied data or content; or (c) any breach of this Agreement by you.

## Cancellation and Changes

- **Cancellation by Client:** You may cancel the project before work begins, in which case no fee is due. If you cancel after work has started (including draft drawings delivered), any deposit or fees already paid are non-refundable, since we will have performed work on your behalf.
- **Scope Changes:** Any change in scope (new requirements, extra work) must be agreed in writing and may incur additional charges and time.
- **Cancellation by Company:** The Company reserves the right to terminate this Agreement immediately if the Client breaches any term (e.g. non-payment), or if continuing work would violate law or professional standards. In such case, the Client pays for work done up to termination and must collect any materials provided.

## Governing Law and Dispute Resolution

- This Agreement is governed by the laws of the Republic of South Africa. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the South African courts. In the event of a disagreement, the parties agree to first attempt an amicable resolution through negotiation or mediation. If such efforts fail, legal remedies may be pursued as allowed by law.
- Changes to Terms
- We reserve the right to update or revise these Terms at any time. Any changes will be posted on our website or sent to you. Continued use of our services after notification of changes will constitute acceptance of the updated terms.

## Contact Information

For questions or notices regarding these Terms, or for any support, please contact:

Email: [info@gvdsolutions.co](mailto:info@gvdsolutions.co)/[finance@gvdsolutions.co](mailto:finance@gvdsolutions.co)

Phone: 077 467 9243 (09:00 – 18:00)

Address: GVD SOLUTIONS (Pty) Paarl, 7646, South Africa

**By engaging our services or submitting payment, you acknowledge that you have read, understood, and agreed to all these Terms and Conditions**



077 467 9243



Paarl, Western Cape



[info@gvdsolutions.co](mailto:info@gvdsolutions.co)