

Terms & Conditions — 2 Penguins

Last updated: [12 March 2026]

These Terms & Conditions ("Terms") apply to all quotations, orders, and sales by 2 Penguins ("we", "us", "our") to the customer ("you", "your"). By requesting a quote, placing an order, paying a deposit, or accepting delivery/collection, you confirm that you have read, understood, and agree to these Terms.

1. Business Model (Online Only)

2 Penguins operates as an online business only and does not have a walk-in retail storefront. All enquiries, quotes, approvals, and order updates are handled via digital channels such as email and WhatsApp.

2. Quotes & Pricing

- Quotes are valid for 7 days unless otherwise stated in writing.
- All prices are in South African Rand (ZAR) unless stated otherwise.
- Prices may change due to supplier price changes, exchange rates, or material availability. If a price change affects your order after you accept a quote, we will notify you before proceeding.

3. Orders, Artwork & Approvals

- A design proof (where applicable) will be supplied for approval before production.
- It is your responsibility to check spelling, dates, names, colours, sizing, and layout before approving.
- Approval must be provided in writing (e.g., email or WhatsApp). Once approved, we are not responsible for errors that match the approved proof.
- Minor variations in colour may occur due to differences between screen display (RGB) and printing (CMYK/DTF) and due to substrate/material differences.

4. Payments, Deposits & Ownership

- A non-refundable deposit of 60% is required to secure an order and begin design/production (unless otherwise agreed in writing).
- The balance is payable before dispatch, delivery, or collection.
- Payments are accepted via EFT. Use your invoice/quote number as the payment

reference.

- Ownership of goods remains with 2 Penguins until full payment has cleared in our bank account.

5. Lead Times & Rush Orders

Production lead times will be communicated per order and generally start from the date the deposit reflects and the design proof is approved (where applicable).

- Rush orders may be available subject to capacity and may carry an additional rush fee.
- We are not liable for delays caused by factors outside our reasonable control, including supplier delays, courier delays, load-shedding, equipment failure, or extreme weather.

6. Cancellations & Changes

- Because many of our products are made-to-order and/or personalised, cancellations after approval and/or once production has started may not be possible.
- Deposits are non-refundable once design work has commenced or materials have been ordered, unless we agree otherwise in writing.
- Changes requested after approval may require a new proof and may incur additional charges.

7. Returns, Refunds & Defects

Due to the custom and personalised nature of our work, returns and refunds are limited.

- Personalised/custom-made items are not refundable or exchangeable for change of mind.
- If an item is defective or incorrect due to an error by 2 Penguins (and differs from the approved proof), you must notify us within 48 hours of delivery/collection.
- We may request photos and/or the return of the item for assessment, this is for your account.
- Our remedy will be (at our discretion) repair, replacement, or reprint. Refunds are only considered where repair/replacement is not reasonably possible.

8. Product Care & Use

- Care instructions (where applicable) should be followed to ensure longevity of prints and materials.
- We cannot be held responsible for damage caused by misuse, improper

washing/cleaning, or normal wear and tear.

9. Delivery & Collection

Delivery is available via various local delivery/courier services. Delivery options, costs, and timeframes depend on your location and the service selected.

- Delivery fees are for your account unless otherwise stated on the quote/invoice.
- You are responsible for providing the correct delivery address and a reachable contact number.
- Once the parcel is handed to a third-party delivery service, delivery performance is outside our direct control. We will assist with tracking where possible.
- Risk of loss or damage in transit passes to you upon handover to the delivery provider, unless otherwise required by law.
- If collection is offered, it is by appointment only and only after full payment has cleared.

10. Intellectual Property & Customer Content

- You warrant that you have the right to use any logos, images, or text you supply for printing/production.
- You indemnify 2 Penguins against claims arising from the use of customer-supplied content, including copyright or trademark disputes.
- Unless agreed otherwise in writing, 2 Penguins retains rights to original design concepts created by us. Final deliverables are licensed to you for the intended purpose once paid in full.

11. Portfolio & Marketing Use

We may photograph completed orders for portfolio and marketing purposes (website/social media) without sharing your personal information. If you prefer your order not be photographed or shared, you must notify us in writing before production begins.

12. Limitation of Liability

- To the extent permitted by law, our total liability for any claim relating to an order will not exceed the amount paid for that order.
- We are not liable for indirect, consequential, or special damages (including loss of profits) arising from any order.

13. Governing Law

These Terms are governed by the laws of the Republic of South Africa.

14. Contact Details

Email: twopenguinspersonalised@gmail.com

WhatsApp: +27 78 5701124

Website: <https://www.2penguins.co.za>