

SIGNMASTERS LIMITED

Terms and Conditions

TERMS AND CONDITIONS OF SALE AND TRADING

Acceptance of Orders/Instructions.

We will only accept orders or instructions from the customer under the terms and conditions of sale and trading detailed below. The customer will be deemed to have accepted our terms and conditions of sale and trading upon Signing or Written Confirmation or Customer Order (purchase order) or Paid Invoice.

Quotations – Signmasters Ltd will not be bound by any estimate of price quoted on their behalf. All quotations given verbally will be regarded as provisional only. A firm quotation will be given only on sight of and receipt of final artwork/signage required. Quotations are valid for 30 days. Any requested site visits will be charged at a minimum rate of £30.00 per hour (subject to Company Directors discretion).

Artwork & Visuals – A minimum artwork fee of £10.00 applies. All work by way of amendment or alteration will incur additional costs. A proof will be produced by Signmasters Ltd prior to the commencement of any work. It is the customer's responsibility to approve this artwork and to appraise Signmasters Ltd of any changes needed/required.

We will accept no responsibility for mistakes under any circumstances after Proofing or Instruction. Verbal Instructions taken face to face or by telephone prior to mutual approval of final artwork are at the customer's own risk.

Where artwork is supplied by the client, it is the responsibility of the client to ensure the artwork is in a "print ready" format. With instructions regarding scale provided.

Digitally Printed Media

Due to the limitations and the sensitivity of the various substrates used within the sign industry it is impossible to reproduce all colours exactly. Therefore, in the absence of the customer to select the appropriate colour match, reproduction is at our discretion.

Please note it is a manufacturer's recommendation that all digitally printed media is left for a minimum of 48 hours to air. This is to allow the correct release of the solvents used within the process. Signmasters Ltd will not be held responsible for the subsequent failure of the media if forced by the customer's own deadlines to operate outside of this recommended timeframe.

Customers own Material – We accept NO RESPONSIBILITY.

Sign Erecting

All signs supplied and fitted by us come with a 12 month warranty (this only applies when we use our own fixings).

Vehicle Graphics – Installation Process

To achieve maximum results, all vehicles must arrive clean, free from grease, stains and dirt and free from existing graphics. There will be a charge levied if Signmasters Ltd has to clean and prepare the vehicle prior to the installation of graphics. This will be charged at our normal hourly rate.

Where artwork is supplied by the client, it is the responsibility of the client to ensure the artwork is in a "print ready" format. With instructions regarding scale provided. It is the responsibility of the designer to check the dimensions and layout of the actual vehicle(s). Due to the fact that two dimensional graphics are being applied to a three dimensional vehicle and due to the minor variances in the accuracy of templates the positioning of vehicle graphics can vary from the proof throughout the entire length of a vehicle. This is normal and the designer needs to bear this in mind.

Where Signmasters Ltd provides the artwork, it is essential the client fully checks the final proof with the actual vehicle to check for any variations e.g.; style of lights, positioning of number plates and other major or minor variations from the template proof provided.

Vehicle Graphics – Removal of existing graphics

All removals will be charged for separately. Vinyl removal can be a very time consuming process and will therefore be charged for by the hour. Signmasters Ltd cannot be held responsible for any paint damage during this process since we cannot know the integrity of the existing paintwork or lacquer.

Complaints – We will only consider complaints received in writing, within seven days from receipt of goods

Deliveries – Deliveries beyond Chelmsford will be charged.

Payment

(i) Payment is due upon completion of works or services whether or not the customer collects the work in question. Should expected delivery be required, Signmasters Ltd reserves the right to make any specific prior agreement in respect of any overtime or other additional costs whereby incurred. Should work be suspended or delayed through no fault of Signmasters Ltd for a period of 14 days, Signmasters Ltd shall be entitled to payment for work already carried out.

(ii) Signmasters Ltd shall be entitled to charge interest monthly at the rate of 8% per annum above Bank of England lending rate from time to time on any invoice which remains unpaid after the work is completed and ready for collection and to charge a one-off fee as per the late payment of commercial debts legislation.

(iii) Signmasters Ltd shall be entitled to recover from the customer all costs and disbursement incurred by the company in employing a solicitor, debt collecting agent or other third party to enforce or collect payment of any overdue accounts upon the same becoming overdue by more than seven days.

(iv) While any invoice is overdue for payment for more than seven days, Signmasters Ltd reserves the right to withhold or suspend performance of any outstanding contractual obligation in respect of any other contract with the same customer.

- (v) All goods remain the property of Signmasters Ltd until payment has been paid in full.
- (vi) Signmasters Ltd may from time to time agree to vary the above terms in respect of payment but the customer may only rely upon variation of the said terms, which are expressly agreed by Signmasters Ltd in writing.

LIABILITY – Signmasters Ltd shall not be liable for indirect loss sustained by the customer or any third party occasioned by delay on the part of Signmasters Ltd in completing any work. Signmasters Ltd shall not be liable for paintwork peeling from customer's vehicles if the paintwork generally is in poor condition.

LIABILITY/COMPLAINTS

All complaints must be received in writing within 7 days past the completion of the work. After this time, Signmasters Ltd cannot be liable for eventual changes from then on appropriate charges may apply.

Signmasters Ltd will strive to resolve all complaints promptly and efficiently. We make every effort possible to ensure all problems are resolved and mistakes corrected. In the event where the vinyl is damaged due to no fault of our own (mechanical damage, etc), the client obliges to pay the costs of the correction. We will not take responsibility for any damage resulting from the workmanship or application of the vinyl.

INDEMNITY – The customer warrants to Signmasters Ltd that any work which Signmasters Ltd is asked to carry out will not result in any infringement of any copyright, patent or design and will not result in any action for defamation and, further, the customer agrees to indemnify Signmasters Ltd in respect of all claims, costs, expenses or liability incurred by Signmasters Ltd in anyway whatsoever in the event that any work carried out by Signmasters Ltd does constitute an infringement of any copyright, patent or design or in proceedings for defamation. All contracts are subject to any variations which may be necessary as a result of inability by Signmasters Ltd to secure labour, materials or supplies, breakdown of machinery, or as a result of any Act of God, War, Labour dispute, fire, flood, drought, legislation or any other matter beyond Signmasters Ltd Control.

These terms and conditions of sale and trading shall be governed by construed in accordance with the laws of England and Wales.