

Signlink Graphics 2017 Ltd

Terms and Conditions



1. Introduction

1.1 These Terms and Conditions of Sale apply to all Goods and Services from time to time provided by Signlink Graphics 2017 Ltd ("Signlink Graphics") to the purchaser of those goods ("the Client").

1.2 In the event that other terms and conditions are imported into any contractual documentation between Signlink Graphics and the Client then, unless specifically authorised in writing by a director of Signlink Graphics, these Terms and Conditions of Sale shall prevail.

1.3 For the purposes of these terms and conditions the term "the Client" means and includes any person who has placed an order with Signlink Graphics and in addition and separately any entity or organisation they represent.

2. Ordering

2.1 Clients are strongly recommended to place orders in writing. Orders should clearly state the Client's requirements. Signlink Graphics will not be responsible for errors or omissions due to oversight or to misinterpretation of the Client's verbal instructions.

2.2 Quotations are only for work according to original specifications. If through the Client's error, or omission, work has to be redone or alterations or additions to specifications are required, then Signlink Graphics may make an additional charge. If an order is cancelled or suspended by the Client, then Signlink Graphics may immediately require the Client to pay for work done to the date of cancellation or suspension.

2.3 A quotation, unless previously withdrawn, is valid only for 30 days from the date it is given, unless otherwise specifically stated in the quotation form. Following this a new quotation will be required for any goods or services ordered.

2.4 Signlink Graphics reserves the right not to undertake any work which in its opinion is or may be unlawful, offensive, or otherwise inappropriate.

2.5 Every endeavour will be made to supply the correct quantity ordered, but quotations are conditional upon a margin of 10% being allowed for overs or unders, these to be charged or deducted on a pro rata basis. Should Signlink Graphics be required to match any shade or colour, then a tolerance will be allowed to such extent as shall reasonably achieve a match.

2.6 By approving a proof provided by Signlink Graphics, the Client acknowledges that they have carefully reviewed and confirmed that all design elements, including but not limited to design, colours, typography, layout, spelling and grammar, bleeds and margins, resolution, and compliance, meet their requirements and expectations.

The client assumes all responsibility for the accuracy and suitability of the approved proof for its intended use. Any changes or modifications requested after approval may result in additional fees and delays.

Signlink Graphics will not be responsible for errors or omissions in the approved proof that were not brought to their attention by the client. The client is responsible for thoroughly reviewing the proof and communicating any necessary changes to Signlink Graphics.

2.7 Where expedited delivery is requested by the Client, then an extra charge may be added to the quoted price.

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3. Prices

3.1 The prices of goods or services supplied are as shown on Signlink Graphics quotation, acceptance order, invoice, or other document. Signlink Graphics reserves the right to charge for delivery, in addition to the amount shown in the quotation, acceptance of order, or other document. In addition any installation, vinyl and paint removal charges, and cleaning which may in the first instance be an estimate based on information supplied at the time of quotation, may be adjusted to reflect the full cost incurred once these aspects have been completed.

3.2 Signlink Graphics reserves the right to charge for height equipment that may be required to install signage in addition to the amount shown in the quotation, acceptance of order, or other document.

3.3 Permit fees, drawing and engineer's calculations, and other additional charges necessarily incurred to fill an order, are in addition to the quoted price. Quotations do not include the cost of primary wiring. If primary wiring is required, then a separate quote will be given for that part of the work.

3.4 Because of the need to have a sign dimensionally balanced Signlink Graphics reserves the right to make minor alterations to the size of the sign. Also where materials are not available for any reason Signlink Graphics reserves the right to substitute materials of a similar specification.

3.5 Experimental work, preliminary drawings and designs and origination costs produced at the Client's request will constitute an order, which will be charged for, even if the job does not proceed further. Designs and prototypes submitted on a speculative basis shall remain the property of Signlink Graphics, and no use of them shall be made, nor shall any idea obtained from them be used by the Client. Upon the Client making appropriate payment to Signlink Graphics property in these items shall pass to the Client. Charges made to the Client for initial setting up or origination do not give the Client any rights to files, prints, products, screens, patterns, films, or any other mediums containing such works. These shall at all time remain the property of Signlink Graphics, unless otherwise specifically agreed in writing.

3.6 Goods and Services Tax shall be payable by the Client in addition to the quoted price, payable upon demand.

3.7 Quoted prices are based on the cost of materials, labour, and services as at the date of the quotation. Should there be any increase in these costs, as are necessarily incurred by Signlink Graphics in completing the order, then such increases may, at Signlink Graphics sole discretion, be added to the quoted price, payable at the same time, and in the same manner as the balance of the quoted price.

4. Payment Terms

4.1 Payment for Goods and Services shall be made in full on the due date stated on the invoice.

4.2 Interest may be charged on any amount owing after the due date at the rate of 17% per month or part month.

4.3 Any expenses, disbursements and legal costs incurred by Signlink Graphics in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.

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4.4 Progress payments may be required where work is completed over more than one month. The value of the work completed will be charged at the end of the month. Further progress payments may be required to be paid on a monthly basis, until completion of the work.

5. Specifications, Delivery and Installation

5.1 Signlink Graphics will use every reasonable endeavour to deliver every order within the time specified (if any) by the Client, but Signlink Graphics will not be liable for any loss or damage sustained, as a consequence of inability to do so, or any delay.

5.2 On delivery of goods the Client must immediately inspect them to satisfy itself that they meet the order, and are in good condition. If at such time the Client is not satisfied, then it must immediately notify Signlink Graphics in writing. Unless notification is made within 5 working days of delivery, then irrespective of the nature or extent of the alleged defect or deficiency, Signlink Graphics will not be liable in any way in respect of it.

5.3 Unless specifically stated in the body of a quotation, no retentions will be recognised, nor will any other special conditions of contract affect the quotation unless stated.

5.4 If Signlink Graphics do not receive forwarding instructions sufficient to enable delivery within 14 days after notification that the goods are ready for despatch, the Client will as from the 15th day be deemed to have taken delivery of goods, and payment will become due as if delivery had then occurred. In such circumstances Signlink Graphics will only be obliged to store such goods for so long as it is considered reasonably practicable, having regard to available storage space. During such time goods will be stored solely at the Client's risk, and any costs of storage will be chargeable to the Client, in addition to the quoted price.

6. Risk

6.1 Risk in goods will pass to the Client immediately upon delivery. Signlink Graphics will not be responsible for loss or damage to goods in transit, and the Client is required to insure goods against loss or other risks immediately following despatch.

6.2 Where the Client supplies plans, specifications, plant, goods or materials of any kind these shall be held by Signlink Graphics at the Client's risk. Whilst all care will be taken by Signlink Graphics, no responsibility is accepted for any damage to materials during such time.

6.3 Signlink Graphics will not be liable for any damage caused to the property while performing the installation of signs or vehicle graphics. All necessary precautions will be taken to avoid any damage. However, in the unlikely event that damage occurs, Signlink Graphics cannot be held liable.

6.4 If the Client has any concerns about potential damages to property during the installation process, the Client will need to discuss it with Signlink Graphics before work begins.

7. Title

7.1 Signlink Graphics and the Client agree that ownership of goods supplied shall not pass until the Client has paid Signlink Graphics all amounts owing for the particular goods and Signlink Graphics other rights and remedies in respect of this security interest are as specified in Clause 11.10 herein.

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7.2 It is further agreed that:

- a) where practicable the goods shall be kept separate and identifiable until Signlink Graphics shall have received payment and all other obligations of the Client are met; and
- b) until such time as ownership of the goods shall pass from Signlink Graphics to the Client. Signlink Graphics may give notice in writing to the Client to return the goods or any of them to Signlink Graphics. Upon such notice being given the rights of the Client to obtain ownership or any other interest in the goods shall cease; and
- c) the Client is only a bailee of the goods and until such time as Signlink Graphics has received payment in full for the goods then the Client shall hold any proceeds from the sale or disposal of the goods, up to and including the amount the Client owes to Signlink Graphics for the goods, on trust for Signlink Graphics; and
- d) until such time that ownership in the goods passes to the Client, if the goods are converted into other products, the parties agree that Signlink Graphics will be the owner of the end products; and
- e) where any amount owed between the Client and Signlink Graphics is overdue, then Signlink Graphics may enter any premises at which it believes its goods are located, to seize those goods, and to dispose of them as Signlink Graphics thinks fit, to apply such proceeds towards the amount then outstanding to Signlink Graphics. The Client hereby irrevocably authorises Signlink Graphics, and any of its agents or servants, to enter such premises, to locate, inspect, and/or seize such goods.

8. Warranty / Indemnity

8.1 Whilst all care and attention is undertaken by Signlink Graphics to deliver and/or install goods of the highest quality, and to ensure that all components are purchased from reputable manufacturers, Signlink Graphics does not guarantee the manufacture of such items. Where any defect or alleged defect is beyond the ability of Signlink Graphics to control quality, Signlink Graphics has no liability. Any defects due to faulty workmanship must be notified within 7 days after delivery. Any such defects will, at the discretion of Signlink Graphics, be repaired or replaced free of charge.

8.2 Other than as provided in Sub clause 5.1 hereof all warranties, representations or promises howsoever made, whether expressed, or implied by law are excluded and negated. In particular, where the Client acquires or holds itself out as acquiring, the goods for the purposes of a business the Consumer Guarantees Act 1993 will not apply.

8.3 Notwithstanding any other provision herein the total liabilities of Signlink Graphics will at all times be limited to replacing goods or materials or workmanship which is defective to the value received by Signlink Graphics under the relevant contract. No claim for consequential losses or damages of any kind will apply.

.9. Termination

9.1 If the Client is at any time in default of any of its obligations, covenants or agreements under these Terms and Conditions of Sale, then Signlink Graphics may, by notice in writing to the Client, terminate any contract.

9.2 In such event the Client shall be liable to pay for the cost of any work (including preliminary work) undertaken at that time. Such cost shall be payable as a debt due immediately upon demand.

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10. General

10.1 The person signing any quotation on behalf of the Client acknowledges that they have authority to bind the Client.

10.2 Unless it is specifically agreed in writing to the contrary Signlink Graphics retains all intellectual property rights, including copyright, patents, registered designs, or protection of confidential information in respect of any works undertaken by Signlink Graphics for the Client.

Ownership and copyright of all design files, including but not limited to raw design files, layered PSDs, AI, EPS, CDR and INDD files, shall remain with the company, and the client shall have no rights or claims to these files. Signlink Graphics is under no obligation to provide the design files to the client after the project is completed.

10.3 Signlink Graphics reserves the right at any time to vary these Terms and Conditions of Sale.