

360 Graffix Terms and Conditions of Sale & Trading

ESTIMATES AND QUOTATIONS

Estimates and quotations are submitted and based on the information supplied by the customer at the time of quoting. Extra charges will be made for additional work caused by variations to the original specification and 360 Graffix will not be bound by any estimate of price quoted upon their behalf. All quotations given verbally will be regarded as provision only and a firm quotation will only be given upon sight and receipt of final artwork/full project brief. Quotations are valid for 30 days and all prices are quoted net of Value Added Tax at the current rate, and will be added where applicable.

ACCEPTANCE OF ORDERS/INSTRUCTIONS

At the time of proposal, 360 Graffix will provide the customer with a written estimate or quotation via post or email, and will only accept orders or instructions from clients under these terms and conditions of sale and trading detailed below. The client will be deemed to have accepted and agreed to comply with our terms and conditions of sale and trading upon emailing their written confirmation to proceed with a project, which forms a Contract for Business between the signatory and 360 Graffix. No work on a project will commence until confirmation in writing has been received by 360 Graffix.

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, 360 Graffix 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 360 Graffix for a period of 14 days, 360 Graffix shall be entitled to payment for work already carried out.

(ii) 360 Graffix 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) 360 Graffix 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, 360 Graffix 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 360 Graffix until payment has been paid in full.

(vi) 360 Graffix 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 360 Graffix in writing.

DEFAULT

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. 360 Graffix shall be considered entitled to remove 360 Graffix's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, design, artwork, production files, products and printed literature.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay 360 Graffix reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

LIABILITY

360 Graffix shall not be liable for indirect loss sustained by the customer or any third party occasioned by delay on the part of 360 Graffix in completing any work. 360 Graffix shall not be liable for paintwork peeling from customer's vehicles if the paintwork generally is in poor condition.

All complaints must be received in writing within 7 days past the completion of the work. After this time, 360 Graffix cannot be liable for eventual changes from then on appropriate charges may apply.

360 Graffix 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 360 Graffix that any work which 360 Graffix 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 360 Graffix in respect of all claims, costs, expenses or liability incurred by 360 Graffix in anyway whatsoever in the event that any work carried out by 360 Graffix 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 360 Graffix 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 360 Graffix's Control.

PROJECT DURATION

Any indication given by 360 Graffix of a project's duration is to be considered by the customer to be an estimation. 360 Graffix cannot be held responsible for any project over-runs, whatever the cause.

RIGHTS OF REFUSAL

360 Graffix will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. 360 Graffix also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that 360 Graffix does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow 360 Graffix to remove the contravention without hindrance, or penalty. 360 Graffix is to be held in no way responsible for any such data being included.

CANCELLATION

Cancellation of orders may be made initially by telephone contact, or email, however, following this, 360 Graffix will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by 360 Graffix within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

DISCLAIMER

360 Graffix makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. 360 Graffix will not be held responsible for any and all damages resulting from products and/or services it supplies. 360 Graffix is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold 360 Graffix responsible for any such loss or damage. Any claim against 360 Graffix shall be limited to the relevant fee(s) paid by the customer.

360 Graffix reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. 360 Graffix will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

LICENSING

All design work where there is a risk that another party may make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. 360 Graffix will not be held responsible for any and all damages resulting from such claims. 360 Graffix is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold 360 Graffix responsible for any such loss or damage. Any claim against 360 Graffix shall be limited to the relevant fee(s) paid by the customer.

COPYRIGHTS AND TRADEMARKS

By supplying text, images and other data to 360 Graffix for inclusion in the customer's work, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by 360 Graffix on behalf of the customer, will remain the property of 360 Graffix and/or its suppliers, in which full copyright will be passed to the client upon receipt of full payment.

By supplying images, text, or any other data to 360 Graffix, the customer grants 360 Graffix permission to use this material freely in the pursuit of the design and to utilise the designs in 360 Graffix's portfolio unless agreed otherwise.

Should 360 Graffix, or the customer supply an image, text, audio clip or any other file for use in any commission believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow 360 Graffix to remove and/or replace the file.

The customer agrees to fully indemnify and hold 360 Graffix free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

DESIGN AND ARTWORK

Copyright of all graphic design work is retained by 360 Graffix including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been settled and payment received in full, at which time full copyright and ownership is granted to the client.

If multiple design concepts are originally submitted, only the chosen concept is deemed to be given by 360 Graffix as fulfilling the contract. All other artwork designs remain the property of 360 Graffix, unless agreed in writing.

ALTERATIONS AND AMENDMENTS

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

The customer also agrees that 360 Graffix holds no responsibility for any amendments made by any third party, before or after a design is published.

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. 360 Graffix 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.

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 360 Graffix 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 your designer needs to bear this in mind.

Where 360 Graffix 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. 360 Graffix cannot be held responsible for any paint damage during this process since we cannot know the integrity of the existing paintwork or lacquer.

GENERAL

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. 360 Graffix reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

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

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