

Terms of Service

Below is The Sign Cellar & Encore Print standard terms and conditions. Any and all transactions are subject to these terms. Please take time to read through our terms and conditions thoroughly and ensure you understand them before you commence a project with The Sign Cellar and/or Encore Print. By requesting services from The Sign Cellar and/or Encore Print, you agree to our terms and conditions, and you are aware that you are entering a binding contract – payment is required.

The below conditions have been construed under Australian law and apply to all individuals, business and/or companies and/or their representatives (here in referred to as the Client) engaging the services of The Sign Cellar and or Encore Print, its contractors, subcontractors, and employees (here in referred to as the Company) unless otherwise agreed to in writing by both parties.

The Company's terms and conditions may change or be updated by our company from time to time without prior notice. You acknowledge that you have read and understood these terms and you decide to be bound by them.

These terms and conditions apply to the Company and all its contractors and subsidiaries.

1. Design and Artwork

- 1.1 The Company will not charge for additional revisions of logo artwork provided that the Client's requests for revision conform to the original visual brief and are communicated within the agreed timeline if a timeline has been provided.
- 1.2 Any additional work, revisions or variations outside of the original visual brief will be charged at the rate of \$75 per hour, billed in 15-minute increments. All prices exclude GST unless stated otherwise. Additional expenses will be charged accordingly.
- 1.3 The Client is responsible for ensure:
 - 1.3.1 All text displayed on artwork template is correct;
 - 1.3.2 All text displayed on artwork template id spelt correctly;
 - 1.3.3 All text displayed on artwork template is the correct font;
 - 1.3.4 All text displayed on artwork template is positioned correctly;
 - 1.3.5 All text displayed on artwork template has no missing information;
 - 1.3.6 Positioning of all images, logos and text is correct;
 - 1.3.7 Artwork has not been moved or deleted;
 - 1.3.8 If artwork has been recreated, that all elements are included, including elements listed above (zoom in to the document to check your artwork);
 - 1.3.9 All text artwork, logos and background fabric colours are correct. NOTE: colours may appear different depending on the device screen used to view your artwork template. This can also include PMS colours;
 - 1.3.10 The printing team prints using CMYK values however can only colour match with the Pantone Matching System (PMS) coated colours. IF you require a colour match, you have supplied a PMS code and it appears on the artwork template. IF PMS colours are not provided, artwork will be printed with CMYK values. This may mean the digital colours seen on screen may appear differently when printed. IF you require a specific colour match and do not already have a PMS colour code for your company, you can choose a PMS colour from a hardcopy Pantone coated® COLOUR BRIDGE coated book that best suits what you require;
 - 1.3.11 Permission to use all copyright logos and/or images has been obtained;

2. Quotes

- 2.1 Quotes are valid for a duration of 30 days from the date listed upon the quote.
- 2.2 Quotes may be subject to change if additional work is required.
- 2.3 All time-based quotes are an estimate and are based on calendar working (businesses) days unless stated otherwise. No delivery dates are guaranteed and can vary; however, the Company always works with the aim to meet estimated delivery dates.

3. Approving Proofs, Designs and Printing

- 3.1 The Client is held responsible for approving all artwork proofs and ensuring accuracy and suitability. This includes, but is not limited to; design, spelling, grammar, illustrations, images and quantity. It is the responsibility of the Client to request another copy if the proof is difficult to read or changes are required.
- 3.2 The Client's final accepted proof is the artwork that will be submitted for prints. There will be no reprints at our expense. Printout of Client proof is supplied at intended final print size (100%) to assist in confirming colours, design, bleed, size and type. You shall indemnify the Company, its directors and representatives from and against all actions, claims, damages, liabilities or costs (including legal costs) arising from, or directly or indirectly related to provision of materials, use of services by you or anyone else, or otherwise arising.
- 3.3 It is the Clients responsibility to provide a style guide where one is available. If no style guide is provided, the Company will do their best to match existing colours, fonts, logos, and designs, but the Company takes no responsibility for, but

not limited to; incorrect font, colour, logo, or design and in the event the Client requires changes, these changes may incur additional charges.

- 3.4 With all printing, there may be some colour variations from electronic visual representations of artwork and previous orders to the final printed artworks. This is due to the nature of CMYK printing and bulk-run printing systems. There will be no reprints at our expense.

4. Installation

- 4.1 Where installation is required pursuant to the contract, the Company shall install the goods on the terms and conditions set out in this clause and the contract generally.
- 4.2 The Company is not responsible for any delay in installation directly or indirectly arising out of the actions or omissions of the Client (including any employee, officer, or contractor of the Client) or any third party.
- 4.3 The Client shall:
- 4.3.1 Make any necessary agreements with relevant regulatory, government or other authorities or other relevant third parties and obtain any consent or authorisation required in respect of the installation;
 - 4.3.2 Provide any information the Company may reasonably require in connection with the installation;
 - 4.3.3 Pay for any relevant approval or permissions;
 - 4.3.4 Meet the requirements of any of these authorities at all times to maintain their approval;
 - 4.3.5 Tell the Company if any information the Client has given to the Company changes; and
 - 4.3.6 If any approval, consent or authorisation is amended or ends, the Client must advise the Company in writing as soon as the Client learns of any amended or terminated approval, consent or authorisation.
- 4.4 If recent paint work has been completed, it is the Client's responsibility to ensure paint is sufficiently dry otherwise the Client may become subject to clauses 4.8 and/or 4.9 and 4.10, unless paint work is being completed by the Company.
- 4.5 The Client must, during installation;
- 4.5.1 Give the Company access to the premises so that the Company may perform the installation and provide such assistance as may be reasonably requested by the Company promptly and without cost to the Company. The Client shall move any materials, and other objects obstructing or preventing installation in advance of the agreed installation date or the Client may become subject to clauses 4.8 and/or 4.9 and 4.10;
 - 4.5.2 Use best efforts to make sure that the premises and any equipment provided are safe and without risk for the Company employees and agents. The Client must tell the Company the location of any concealed pipes and wires which may affect the installation and about any known risks and any hazardous materials at the premises, provided that the Company may decline to carry out the installation if it considers the installation in accordance with the Client's instructions nevertheless present a risk to the Company's employees and agents (without prejudice to any remedy that the Company may have in this regard).
 - 4.5.3 If the Client fails to provide or provides inaccurate information regarding clause 4.5.2, the Company is not legally responsible for any loss or damage suffered or incurred. The Client is solely responsible for the rectification of any loss or damage suffered or incurred.
 - 4.5.4 The Client warrants that they have unencumbered title to any materials (such as old signs) to be removed from any location at which goods are delivered or to be installed, and that the Client is properly authorised to dispose of them without the consent of any third party. The Client also warrants that said materials are safe to remove, that they are not contaminated or contain dangerous components.
 - 4.5.5 Provide information about the Client, the premises and any other relevant information so that the Company can perform installation. The Client must write to the Company to tell them of any changes to this information;
 - 4.5.6 Ensure that the Company's staff and contractors have adequate welfare facilities (toilets and washing facilities).
- 4.6 References in these conditions to the good shall (unless the contract otherwise requires and includes where relevant and applicable) reference to the installation and the relevant provisions of the agreement shall accordingly apply once the necessary changes having been made to the installation.
- 4.7 All installations remains the property of the Company until paid for in full. Pending payment for goods supplied, the Client holds the good as the property of the Company and the goods must be kept identified as belonging to the Company. In the event that the Client fails to make payments, the Client irrevocably authorizes the Company to remove the installation at the Client's expense.
- 4.8 If the Company are unable to commence an installation, the Client will be liable to pay the Company additional charges to the value of \$75 per hour, per installer, charged in 15-minute increments.
- 4.9 If the Company are required to return to the installation site due to no fault of the Company's own, the Client will be liable to pay the Company in addition to any prior quotes the value of \$75 per hour, per installer, charged in 15-minute increments.
- 4.10 If the Company are unable to commence or complete an installation and are required to return on another day, the Company will make every effort return as soon as possible but will not be held at fault for failure to meet any prior agreed deadline.

5. Vehicle Wrapping

- 5.1 It is the Clients responsibility to ensure vehicle suitability and that the existing surface to be vinyl wrapped are clean, dry and free from grease, dirt, wax, oil and free from any existing graphics and decals upon delivery to the Company's premises unless agreed otherwise. An exterior vehicle detailing charge will be applied in addition to the installation fee when, in the opinion of the Company, any vehicle is not in a satisfactory condition suitable for a quality wrap installation.
- 5.2 If a vehicle is not delivered to the designated location in a washed, dried and ready to install condition (do not wax vehicle before delivery), the Company shall charge, and the Client shall pay an additional extra charge of \$75 per hour with a minimum of one (1) hour per vehicle that requires washing and drying prior to installation. If vehicle has been freshly painted, it may require extra time to cure before vinyl can be applied. Old paint will oxidize and may also require buffing before vinyl can be applied.
- 5.3 The Company vehicle preparation does not include paint chip repairs or the removal of dents, scrapes and paintwork scuffs.
- 5.4 Should badges need to be removed, the Company will at all times use the very best care. Any resulting damage to the badge or marks on the paintwork surface may require remedial work when the vinyl is removed at a later date and the Company hold no liability for any future remedial work following removal of the badge.
- 5.5 In the event that a customer requests that the Company remove a pre-installed vinyl wrap, applied by a company other than the Company or past the vinyls recommended lifespan, the Company will make every effort to remove the existing vinyl, but will not be held responsible for any damage they may occur to the vehicle surface during the wrap removal.
- 5.6 The Company preferred to use our premises for installation. If the customer elects to have vinyl wrap installation performed at non the Company premises, the Company will not be held liable for any issues related to improper installation conditions.
- 5.7 Vehicle delivery to and retrieval from an appointed installation premises is the Clients responsibility and must be undertaken in good time what advised by the Company.
- 5.8 All applied vinyl wrap remains the property of the Company until paid for in full. Pending payment for goods supplied, the Client holds the good as the property of the Company and the goods must be kept identified as belonging to the Company. In the event that the Client fails to make payments, the Client irrevocably authorizes the Company to remove the vinyl wrap at the Clients expense.
- 5.9 Vehicle storage fee: vehicles or trailers left at the Company's premises will be charged a daily storage fee unless discussed otherwise. Fees will be assessed three (3) days after the installation has been completed. Vehicle or trailers left at the Company's premises in excess of thirty (30) days will be subject to a lien sale.
- 5.10 The Client understands that the product purchased is a vehicle wrap. It is also understood that unlike a paint job on a vehicle, there can and will be seams, and patches that are necessary to cover entire vehicle and its contours and irregularities. It is also understood that upon approval of final graphic proofs, some changes to the finalized artwork may be necessary at time of installation to allow the vehicle wrap to fit the vehicles shape. The Client authorizes the Company to make such necessary changes.

6. Payment Terms

- 6.1 The Company reserved the right to request a deposit from the Client prior to starting work on their project or artwork. If a deposit is requested by the Company, an invoice will be generated and delivered to the Client via email and payment is expected. By remitting deposit funds to the Company, the Client is accepting the terms and conditions and entering a contract with the Company.
- 6.2 If a deposit is not requested, the Client is considered to accept the terms and conditions upon request of services/work from the Company.
- 6.3 The Company reserves the right to invoice prior to the completion of works if the Client has become uncontactable/unresponsive for more than thirty (30) days.
- 6.4 The Client agrees that any additional work or materials not specifically set forth in the original quote will be extra which shall be billed and charged by the Company at its regular price including, but not limited to, hourly rates for labour, services and costs for good and materials. The Client agrees that it shall pay for all extras billed and charged on invoice.
- 6.5 Standard payment terms are payment upon invoice date.
- 6.6 Extended payment terms may be negotiated prior to commencement of any work between the Company and the Client.
- 6.7 All prices quoted exclude delivery, installation and GST unless stated otherwise.
- 6.8 The Company is entitled to charge the Client any fees incurred relating to commencement of collection and recovery processes for accounts that remain unpaid for in excess of thirty (30) days.
- 6.9 If the Client fails to pay the Company for the supply of goods and/or services by the due date for payment, the Client will on demand, pay to the Company a monthly interest rate of 5%, computed on the sum of money overdue during the period of default and without prejudice to any other rights the Company may have against the Client. The Client will pay

the reasonable expenses incurred by the Company as a result of late payment of goods and/or services supplied by the Company, including the cost of service of notices or demands.

- 6.10 The Company will invoice the Client. If the Client are commissioning works on behalf of a third party, The Client may request invoicing be made out to said third party however, the Client remains liable for any unpaid monies if the third party fails to pay.

7. Freight and Shipping

- 7.1 All freight and shipping charges are the responsibility of the Client.
- 7.2 By agreeing to have products shipped, the Client agrees that the Company cannot be held liable for products that are damaged, lost or delayed when delivered by post of courier although the utmost care will be taken to ensure the products arrive on time and undamaged.
- 7.3 Any special and/or additional rates of carriage incurred as a result of special or extraordinary carriage being requested by the Client, shall be paid by the Client.
- 7.4 Freight insurance will not be arranged by the Company except with the express instructions in writing from the Client and then only with the written agreement of the Company and at the Clients expense and on lodgement of a declaration by the Client as to the value of the goods prior to collection.
- 7.5 The Company will deliver goods only by special arrangement and then providing that suitable and safe transport, loading and unloading facilities are available at all requested hours to enable delivery. Without limiting the generality of clause 7, the Company will not be responsible for any non-delivery due to strikes, lockouts, trade union action or any other such cause beyond its control.
- 7.6 Should the Client not be in attendance at the delivery address specified on the Clients invoice during normal trading hours when delivery is attempted, an additional charge may be made by the Company at the rate specified on the Clients invoice for each call until delivery is accomplished.
- 7.7 Should the Client not be in attendance at the delivery address specified on the Clients invoice during normal trading hours when delivery is attempted and the Client has authorized the Company to leave the goods, the Client will not hold the Company liable for any damaged or missing goods.

8. Cancellation and Variation

- 8.1 If the Client requests the cancellation of a contract, the Client is still liable for fees associated with the cost of producing any artwork or services provided. The Company will compile and invoice the Client such accumulated charges, minus any deposits paid.
- 8.1.1 If the determined monies payable is less than a deposit paid, a refund will be issued by the Company to the Client for the difference.
- 8.2 The Company reserved the right to charge additional costs if the Client requests amendments to the original visual brief, the original project outcome is altered.
- 8.3 The Company will declare a project completed if no response is received from the Client within thirty (30) days of providing a concept artwork and this artwork will be determined as the final accepted artwork. The Company will then invoice the Client for final payment of total project and non-payment will result in collection processes. Legal action may be also take by the Company to recover all monies owed.
- 8.4 If the Client makes any changed after giving their approval, the Client understands this may result in delays for completion of work by previously advised dates.
- 8.5 In the case of installations, the Client must provide one (1) business day notice to cancel or reschedule without the potential of incurring additional charges.
- 8.6 If the Client fails to provide one (1) business day notice of intent to cancel or reschedule, the Company will, at their discretion, add an additional charge up to a total of \$250 ex GST to cover lost wages for each instance of failure to provide sufficient notice.

9. Customer Supplied Products

- 9.1 Clients who choose to supply their own products for the purpose of the Company producing a finished product understand that it is the Clients responsibility to ensure they understand if a product is suitable for the intended purpose. While the Company takes all precautions to ensure a final product is fit for purpose, the Company is absolved of any liability if the Client supplies anything but artwork.
- 9.2 The Client acknowledges the risk that supplying their own products may result in the supplied products becoming unusable in the future if the product is used in an attempt to make goods at the request of the Client. While the Company takes all precautions to ensure a final product is fit for purpose, the Company is absolved of any liability if the Client supplies anything but artwork.

10. Submission of Client Artwork

- 10.1 Clients who choose to submit their own artwork, files and/or images are solely responsible for the end result. Clients are reminded to submit print-ready artwork with the correct specifications. The Company will print the Clients

submission as requested, however the Company is not responsible for artwork mistakes. The Company is also not liable for supplied file errors. There will be no reprints at our expense.

- 10.2 It is the Clients responsibility to ensure that any artwork, images, files and text submitted does not violate Australian copyright laws. The Company and its contractors assumes all written and visual content adheres to copyright laws and all correct permission have been sought and/or royalties paid for use.

11. Copyright

- 11.1 Ownership of copyright over all concepts and draft artwork remains with the Company. This includes, but is not limited to; logos, symbols, composition and copy. Unlawful use of these artworks by the Client is strictly prohibited. The use of artwork prior to payment is illegal.
- 11.2 For more information visit <http://www.copyright.org.au/information>
- 11.3 Artwork designed will remain the property of the Company until account is paid in full. Future re-print requests of the same artwork will only incur a print management fee. Upon full payment of account, copyright ownership will be transferred to the Client. The Company and their designer retain rights to utilise artwork and all design elements for portfolio and/or self-promotion.
- 11.4 The Company does not take any responsibility for trade marking of any kind. It is the Clients responsibility to check trade marking laws and existing trademarks for availability.

12. Timing

- 12.1 The Company does not guarantee any timing estimates and will not be in breach of our obligations if we fail to meet any such timelines, although we will use reasonable endeavour to deliver the services in accordance to the agreed timeframes.

13. Limitation of Liabilities

- 13.1 In the event of any agreement between the Company and the Client requiring any handling, installation, removal, assembly of any kind whatsoever, that service is undertaken strictly on the basis that the Company accepts no liability for any loss, damage or injury of any kind whatsoever however arising caused or incurred or occurring during the performance of that service. This disclaimer extends to include not only loss of or damage to itemised goods themselves, but loss, damage or injury to any person, property or thing damaged during the provision of such services, and to include any loss consequently or otherwise arising from any such damage or injury.
- 13.2 The Client agrees and accepts that the Company is not legally responsible for any loss or damage suffered or incurred related to use of any of the Company's services, whether from amendments, errors or omissions in documents, designs, information or any good or services we be offered by the Company. This includes the Clients use or reliance on any third party content, links, comments or advertisements. The Clients use of, or reliance on, any information or materials the Company produces, amends or designs is entirely at your own risk, for which we shall not be liable.
- 13.3 It shall be the Clients own responsibility to ensure that any products, services or information you use meet their specific requirements.
- 13.4 The Client acknowledges that such information and materials may contain inaccuracies or errors and expressly exclude liability of the Company for any such inaccuracies or errors to the fullest extent permitted by law.
- 13.5 The Client acknowledges that they have the right to make alterations to a premises that has been listed as an installation location. The Company is not liable if the Client does not have preapproval by any governing bodies.
- 13.6 Without limitation, the Company will under no circumstances be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.
- 13.7 The Company do not guarantee that our services will provide any specific results. In particular, and without limiting the foregoing, we make no guarantees, warranties or representations as to sales or revenue that may be achieved or that you will receive any new or increased number or customers as a result of our services.

14. Warranty

- 14.1 Technical specifications, recommendations and all other statements about the Company's vinyl films are based upon tests believed to be factual but do not constitute a guarantee or warranty. All films are sold with the understanding that the purchaser will use the vinyl films for the intended purposes in which they, (the films) were manufactured for following the given parameters of each product.
- 14.2 Should the Company's vinyl films fail to perform or adhere correctly after specified proper use and application, the Company shall file a claim with the manufacturer of the vinyl for the defective material. The Company requires an actual sample of any vinyl film in question, photographs of failure and proof of invoice. The manufacturer will make a decision based on the evidence provided. If the claim is denied, the Company will not be held liable for any cost incurred by purchaser. Under no circumstances shall the Company be responsible for any incidental or other damages outside of the Company's control of the manufactured vinyl films. This applied to product applied to surfaces, perforated window products do not have a warranty.

14.3 No additional warranties and implied warranties other than those stated above which are made expressly in lieu of all other warranties shall apply to any vinyl films sold by the Company. The Company specifically disclaims and excludes all other warranties.

15. Force Majeure

15.1 The Company shall not be liable for any failure or delay in supply or delivery of artwork or services where such failure or delay is wholly or partly due to any cause of circumstances whatsoever outside the reasonable control of the Company, including but not limited to; war, strike, lockout, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting the Company's, breakdown of plant, theft, vandalism, riot, civil commotion, accidents of any kind or act of terrorism.

16. Indemnity

16.1 It is the Client's responsibility to ensure that the goods do not infringe or that their use or resale does not infringe the patent, copyright, design, trademark or other industrial or intellectual property right of any other person and the customer shall indemnify the Company against all loss, damages, cost and expenses awarded against or incurred by the Company in connection with any claim paid or agreed to be paid by the Company in settlement of any claim.

16.2 The Company shall not be bound by any agreement purporting to vary these conditions unless that agreement shall be in writing and signed on behalf of the Company by an authorised officer of the Company.

17. Severability

17.1 In the event any portion of a provision of this agreement is deemed to be invalid or unlawful, the remainder of such provision and all other provisions shall remain in full force and effect and binding upon the parties.

17.2 If the Company does not act in relation to a breach by the Client of this document, this does not waive our right to act with respect to that or subsequent or similar breaches.