



Len Grainger (Proprietor), T/As E-Signs and Designs (ABN 88 720 142 659), 3 Nova Court, FLINDERS VIEW QLD 4305

TERMS & CONDITIONS OF SALE

GENERAL

1. All goods supplied by E-Signs and Designs (hereinafter called the "Company") are supplied in accordance with these terms and conditions of sale. The "Purchaser" is the person, firm, or Company who or which is purchasing the goods as the subject of the quotation or contract.
2. These terms and conditions including the quotation, order, and invoice/s constitute a complete and exclusive statement of the agreements and understandings between the Company and Purchaser with respect to the subject matter hereof, notwithstanding any conditions to a contrary effect which may be expressed in any of the Company's documents and supersedes all prior arrangements, written and oral. All additions and modifications to these terms and conditions of sale shall be in writing and shall be signed by both parties and attached hereto as the "Schedule". The Company's failure to object to any term or condition contained in any communication from the Purchaser shall not be deemed to be a waiver of these terms and conditions.

THE QUOTE

3. At the discretion of the Company, a 50% deposit may be included in the quote.
4. All prices are based on the prices of raw materials and labour rates at the date of quotation. The quote is valid for 30 calendar days, after which the Company reserves the right to review the quote.
5. The customer must accept the quote in writing to the Company, at which time the deposit becomes immediately due and payable.

ARTWORK

6. Signage including colour, text and/or layout will be produced in accordance with the artwork provided by the Purchaser which may vary in the course of the printing process for which the Company will not be liable. Any quote provided by the Company which includes adhesive vinyl cut letters has been given on the basis that the Company will as far as possible endeavour to match the requested colour from the standard vinyl colour range only. The Purchaser acknowledges that additional charges may apply if any artwork supplied by the Purchaser is incorrect or in any way requires addition, alteration, or amendment.

PAYMENT

7. Unless otherwise agreed to in writing by the Company, total payment must be made by the Purchaser as soon as practicable after acceptance of the quote, and before artwork is forwarded to the Purchaser for comment/approval. If a deposit has been made as stipulated in the quote, the balance must be made by the Purchaser prior to delivery/collection or installation. Payment can be made by Cash, Credit/Debit Card, EFTPOS, or Direct Deposit. All payments made by Direct Deposit require proof of the Purchaser's payment via Bank Transaction printout. Collected orders may be paid for at the time of collection by Cash or Credit/Debit Card only (or presentation of Bank Transaction printout).
8. The Company acts strictly on a COD basis, and no Trading Accounts are maintained or invited.
9. If, for any reason, a refund is approved by the Company, an administration fee of \$50 will be deducted from the deposit.
10. The Purchaser acknowledges that the Company maintains ownership of the goods supplied by the Company, until such time as the purchase price thereof has been paid in full to the Company.

DELIVERY

11. No warranty is given in respect of goods described as 'used' or 'second hand', and the Purchaser shall accept such goods including all defects that may be contained in them.
12. Subject to any legislation:
 - a. Representations and agreements not expressly contained herein shall not be binding upon the Company as conditions, warranties or representations.
 - b. All other conditions, warranties and representations in the part of the Company whether expressed or implied, hereby expressly navigated and excluded.
 - c. Any advice or information provided by the Company in relation to goods sold or manufactured by it or their use under any specific conditions, the life and wear of the goods or the immunity from the possibility of attack by corrosion, pitting, erosion, chemical, electrolytic action or otherwise is given in good faith and is believed by the Company to be appropriate and reliable but is given without liability as to the suitability of the goods for any purpose. The Purchaser acknowledges that the goods have been supplied in accordance with the specifications provided by the Purchaser in the order and the Purchaser has made, and has relied upon the results of its own enquiries as to the suitability of the goods for the Purchaser's intended purpose.
 - d. The Company shall not be liable for any loss or damage arising from the failure of the goods or from the design or operation thereof, nor for any advice provided in connection therein.
 - e. The Company shall be under no liability to the Purchaser for any loss (including but not limited to loss of profits and consequential loss) or for damage to persons or property or for death or injury caused by any act or omission (including negligent acts or omissions) of the Company, its servants or agents.
13. All promises of delivery are made in good faith in light of conditions and circumstances prevailing at the time. The Company shall not be liable to the Purchaser for any damage, injury or loss (including but not limited to loss of profits or consequential loss) arising out of any delay in or failure to make delivery of the goods.
14. Supply of goods is subject to the Company's availability schedule. As it may from time to time be impossible to supply any or the exact quantity of goods ordered, the Company reserves the right to reject any order, supply a lesser quantity, or up to 10% in excess of the goods ordered.
15. If the goods are to be collected by courier or other transport company, it is the sole responsibility of the Purchaser to organize and pay for such arrangement. The Company shall not be liable to the Purchaser for any damage, injury or loss (including but not limited to loss of profits or consequential loss) arising out of such arrangement.
16. The goods are at the Purchaser's risk from the occurrence of the first time of either of the following events:
 - a. The passing of the property to the Purchaser.
 - b. The physical delivery of the goods to the Purchaser or such other person or premises as the Purchaser directs.
17. The Purchaser must advise the Company in writing within 2 business days after delivery of goods, of any defects.

INSTALLATION

18. The Company will not be held liable if, after satisfactory delivery to the customer, the products are tampered with in any way that may affect the longevity, appearance, function, purpose, or any other natural characteristic of the product, regardless of the reasons for the attempted adjustments to the product.
19. It is the Purchaser's responsibility to ensure that any vehicle (or sign) requiring painting prior to signage installation, that the vehicle (or sign) is oven-baked for the appropriate time, or alternatively, let dry for at least 4 weeks. If the Purchaser provides a vehicle (or sign) outside of these minimum standards, the Company will not be held liable if the signage does not adhere properly, or inadvertently removes paint at later date.
20. The Company will not be liable for any cost involved in connecting any signage supplied by the Company to mains power by a qualified electrician or any other ancillary items or services unless specifically provided for in writing in the agreement.
21. The Company is not responsible or liable for ensuring existing power supply is sufficient enough for any new or pre-existing signage that requires power. It is the Purchaser's responsibility to ensure existing power supply is adequate for needs of the signage that is being installed and supplied. Any upgrades required are the responsibility of the Purchaser, and the Company has no responsibility in relation to costs or council regulations. Any Government or council approval required for signage that is supplied by the Company will be the sole responsibility of the Purchaser.
22. Any prices provided for on-site works undertaken by the Company do not include any site inductions and/or work method documentation that may be required by the controlling site management or similar unless noted otherwise in the quotation. In the event that the Company is unable to install any signage due to the Company being unable to access the site at any time, additional installation charges may apply. If following installation the Purchaser fails to sign the Company's Audit Form, the Purchaser acknowledges that the signage has been installed in good order. The Purchaser further acknowledges that additional charges may apply if:
 - a. The Company encounters rock or other obstructions during any drilling process.
 - b. Traffic control or road closure is required.
 - c. Overhead power lines obstruct the installation of the signage.
 - d. The removal of any vinyl letters takes longer than estimated by the Company in determining its quote due to the deterioration of the vinyl.
 - e. The Company incurs parking charges in the course of installation.
 - f. Changes in the proposed install method are required by the controlling site management.
23. In the event that signage requires engineers' certification, the cost associated with same will be the sole responsibility of the Purchaser.
24. Should the Purchaser require the use of existing materials, e.g., light box acrylic panels, the Company shall not be held liable to the Purchaser if these materials are damaged, or if any injury or loss is incurred by the Purchaser (including but not limited to loss of profits or consequential loss) arising out of any failure of the materials to perform the normal and expected function as described by the manufacturer.

CONFIDENTIALITY

25. All information including, but not limited to, prices, designs, and manufacturing methods, exchanged between the Company and the Purchaser is to remain confidential. All designs created by the Company are the exclusive property of the Company, and solely owned by the Company. The Purchaser agrees to not disclose any designs to a third party whatsoever, by printed copy, email, file transfer, facsimile, or any other means, without express written permission from the Company.

FORCE MAJEURE

26. A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

MISCELLANEOUS TERMS

27. If the Purchaser fails to pay the invoice price within the agreed period, or otherwise breaches any of these conditions or becomes insolvent or takes the benefit of the bankruptcy laws or being a company enters into liquidation (except for the purpose of solvent amalgamation or reconstruction) the Company shall be entitled, without prejudice to any other right hereunder or at law, to enter the Purchaser's premises in which the goods are located and repossess the goods, and, for this purpose, the Purchaser hereby permits the Company to enter those premises without hindrance or obstruction.
28. The contract between the Company and the Purchaser shall be governed by and construed in accordance with the laws of Queensland and by the applicable laws of the Commonwealth of Australia.
29. The Company will be allowed to provide to Credit Reporting Agencies, any information allowed by the Privacy Act 1988 (Commonwealth).