

1.1 “the Company” refers to A1 Chosen Sign Co

1.2 “the Client” refers to the names person, firm or company .

1.3 “wrap” refers to a vinyl film, printed or otherwise, applied to the surface of a vehicle or other structure.

1.4 “Goods” refers to anything supplied by the Company to the Customer including, unless the context requires otherwise, any service carried out by the company.

## 2. Delivery/Installation

2.1 The Company agrees to carry out all works for the production and installation of the wraps specified in the specification to this Contract.

2.2 The vehicle(s) must be available as to the dates and times agreed on the fitting schedule. The Company must be given a 48 hour cancellation notice if the schedule changes. In the event of cancellation or changes to the schedule with less than 48 hours notice The Company reserves the right to levy additional charge.

2.3 The Company will only wrap Vehicles after The Company has de-greased with IPA. The Company will not be held responsible for vinyl failure on vehicles contaminated with silicone, wax or industrial contaminates. The Company can supply test vinyl (for a nominal fee) and it is the responsibility of the Client to ensure the vehicle will accept vinyl. The Company will apply best practices in the application to avoid any problems that may occur after the wrap has been applied. The Company accepts no responsibility for problems which may occur after the wrap has been applied. Vinyl will not apply to rusty, damaged or contaminated paintwork.

2.4 The Company does not remove any vehicle Wrap but can make arrangements for offsite removal if requested by the Client.

2.5 All vehicles fitted outside our Production Unit must have a suitable site for fitting including clean, dry, warm, indoor environment, with enough space to move easily around the vehicle and accessible power points. If the space provided is dirty or dusty this will affect the quality of the wrap and will result in the material not applying correctly to the vehicle. The Company accepts no responsibility for delays as a result of these requirements not being met and extra travel & time, costs of £25 an hour + VAT will be chargeable in the event that extra journeys are needed to complete the wrap due to unsuitable conditions.

2.6 The Company accepts no liability for delays or costs occurring due to the supply or availability of the material.

2.8 The Client agrees to comply with all statutory requirements and codes of practice in respect of the form and contents of their advertisement and fully indemnify The Company in respect of all liabilities arising out of (whether directly or indirectly) the subject matter of the advertisement. The Company will not produce any advertisement which, in their opinion, is likely to offend the general public.

2.9 In no circumstances shall the Company be liable in Contract tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof for any increased costs or expenses for any loss of profit business contracts revenues or loss of anticipated savings or for any special indirect or consequential damage of any nature whatsoever.

### 3. Force Majeure and Frustration

3.1 Whilst the Company will use all reasonable endeavours to fulfil its contractual obligations hereunder, it shall not be liable for any delay brought by events which are beyond the control (for any reason) of the Company.

### 4 Payment

4.1 The Client may be requested pay a deposit of 50% at the time of the confirmation of order.

4.2 The remaining balance shall be paid in full no later than 30 days after the Wrap has been completed for account customers only. Non account Clients will pay the full amount on completion.

4.3 The Client shall not purport to set or withhold any payments claimed or due to the Company under this or any other contract.

### 5. Title and Lien

5.1 The Company shall retain title to and ownership of the Goods until it has received payment in full of all sums due for all Goods supplied to the Client.

5.2 The Company will not guarantee safe storage of design files. The Company will supply design files to the Client on cd for a nominal fee.

### 6 Warranty

a) Vinyl application is only guaranteed by the Company when applied to substrates supplied by the Company.

b) The Client fully inspects the Wrap upon completion of installation. Once the vehicle has left the installation site the Client has accepted that the installation is satisfactory and complete.

c) The Client notifies the Company within 5 working days of any defects which are discovered by the Client. Leaving this longer than the specified period will result in the Wrap becoming un-recoverable.

d) The Client must take all reasonable steps to ensure that the wrap is maintained.

e) The Wrap is not altered, adjusted, adapted or repaired by any party other than the Company

## 7. Limitation of Liability

7.1 In any event, and notwithstanding anything contained in this Contract, in no circumstances shall the Company be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any increased costs or expenses, (ii) for any loss of profit, business, contracts, revenues, or anticipated savings, or (iii) for any special indirect or consequential damage of any nature whatsoever.

## 8. General

8.1 Any dispute arising under or in connection with these Conditions and any Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

## 9. Acceptance

9.1 The Client agrees to all terms and conditions set down by the Company when a contract is created between the Client and the Company.

9.2 A copy of the terms and conditions is displayed in the Company's reception area, workshop, website and a hard copy is available upon request.