

Terms and Conditions

Proline Signs Pty Ltd (ABN 79 608 266 224)



General Terms and Conditions of Sale

These terms and conditions of supply apply to customers [Client(s)] of Proline Signs Pty Ltd [Proline]. By placing an order, either via the Website or by other means, the Client is deemed to have accepted these terms and conditions and that these terms and conditions override any other terms and conditions. "Goods" means any and all goods, labour & services ordered by the Client from Proline or their "Website" means www.prolinesigns.com.au or such other website or by other means..

Estimates

Validity: All Estimates are valid for 30 days from the date of the estimate and are subject to change thereafter.

Acceptance of Estimates: Upon acceptance of the estimate, the client enters into a contract of sale, and agrees to all associated terms and conditions (as outlined in this document).

Quality: Proline will provide an estimate based on the highest quality materials and workmanship. At the client's request we can offer less expensive options where available, however the client should be aware that quality may be affected.

Undisclosed Information: All estimates are made in good faith on the information supplied. We reserve the right to notify and charge additional costs to the client if the information supplied is incorrect or unobtainable at time of estimating.

Estimate Variations: Your signed acceptance of the estimate is based on the understanding that changes to the quantities, product specifications and/or finalised artwork proofs will incur additional costs.

Additional Extras: Extras such as laminating and anti-graffiti coating are not automatically included in estimates. They can be included at the client's request, and when included will be specifically mentioned in the detail of the estimate.

Site Surveys

Pre-Quote Site Survey: Some projects may require a pre-quote Site Survey to be completed. This will provide Proline with the necessary information to accurately provide a full estimate. In this situation, the client will be charged a set fee to cover the costs of completing the Site Survey.

Accuracy of Measurements: Where Proline staff have completed the site survey and taken specific measurements, Proline will assume responsibility for the accuracy of the measurements. Conversely, where measurements provided to us by the client are found to be inaccurate, any additional charges associated with re-printing / re-installation will be passed onto the client.

Artwork

Print Readiness: No charges are incurred if artwork files are supplied in acceptable print ready format. Please refer to our Artwork Specifications (below) to ensure your file format is correct.

Loss of Artwork: All artwork provided to us must be a copy of your original. We accept no responsibility for the loss of original artwork files provided to us.

Fees: Our experienced art department is able to assist you with the setup and/or design of your project. Fees for this service are charged at a fixed or hourly rate depending on the project. This information will be specified on your quote.

Proofing: When proofing artwork electronically, colours seen onscreen should not be considered a 100% accurate representation of the final printed product. Accurate full colour printed proofs are available upon request at a nominal fee. It is also the responsibility of the client to double check that all information and details displayed in the artwork are correct. The cost of alteration and reprinting will be charged to the client.

Artwork Variations: Your signed acceptance of the estimates is based on the understanding that variations to the finalised artwork proof will incur additional costs. These costs will be based upon the quantity and complexity of the changes.

Colour Matching: For specific colour matching or use of a specific PMS colour an additional fee will be charged. Proline provides a selection of common colours only and purchasers should be aware they may vary slightly depending on the type of material used.

Intellectual Property: The intellectual property rights, including copyright, in the works created are owned by Proline and do not pass to the client. The client is granted a non-exclusive, conditional licence to use the work created under a particular order subject to payment of the fees due for the work. This means that until the fees are paid a client does not have a licence to use the work and to do so will be an infringement of the copyright in the work. Non-exclusive means that Proline may grant a licence to anyone else to use the same work if they wish. Conditional means that the licence is limited to that particular order with Proline. Digital or physical reproduction of said artwork without written permission (for purposes other than proofing) outside the scope of the order is not permitted and is an infringement of copyright law. The client warrants that it owns all intellectual property rights in any materials it supplies and it licences Proline to use that material for the purposes of carrying out the work under the applicable order. It also indemnifies Proline against any loss suffered in connection with breach of the copyright or other intellectual property rights in any material supplied by the client. This protects Proline against action by third parties who assert that the supplier has infringed their copyright or other intellectual property rights in connection with material supplied by the client.

Artwork Specifications

Print Readiness: Finished artwork is to be supplied in print-ready EPS or PDF format, with all fonts converted to outlines. Clients providing artwork in any format other than this will be charged an additional fee.

Production & Installation Time

Substrate and Fixing Methods: Where requested (and estimated) we will endeavour to provide the most appropriate fixing method for signage. However, Proline accepts no responsibility in situations where signage is installed by others.

Variations: Production and installation will be advised on your estimate as they do vary depending on the individual job/ product/ order specifications. Although every effort is made to meet the agreed deadline, we cannot take responsibility for factors outside our control (such as weather, other contractors, and suppliers).

Councils, Committees, Engineers and Bodies Corporate

Approvals: It is the responsibility of the client to gain approval from councils, committees, engineers or bodies corporate regarding the installation of signage. Any project requiring digging into the ground requires the client to use the 'Dial Before You Dig' service. However, we are happy to work with clients to ensure a smooth process and to achieve the desired result.

Fees: Payment of any fees incurred from council, committees, engineers or body corporate during the sign installation process will be the responsibility of the client.

Specifications: If there are restrictions and/or regulations pertaining to your project (e.g. specific colours, sizes required by a governing body), details must be supplied to us prior to the commencement of the project. Although our staff will be able to provide assistance regarding these matters, it is ultimately the responsibility of the client to undertake such research and ensure all aspects of the artwork are approved prior to production. If the required information is not provided, Proline will take no responsibility for the cost of alteration or re-production. These costs will be charged to the client.

Electrical work: We are happy to organise any electrical work that is required to complete the sign installation project, however the cost for such electrical work will be charged to the client.

Rock Clause: In projects where sign installation requires digging into the ground, and rock is found to be present, additional costs to continue digging or drilling will be charged to the client.

After Hours Charge: Some projects may require sign installation outside of working hours (due to access issues or council requirements). In this situation, an additional charge to cover staff wages etc will need to be applied.

Payment Terms

Cash on Delivery: Where goods are to be delivered to the client's premises, payment must be received with Order. The following payment options are available: Direct Deposit (Bank details are provided on invoice or on request; Remittance Advice must be provided) Credit Card (MasterCard or Visa only; Payments can be made over the phone) Where goods are to be picked up from Proline, payment must be made at, or prior to, time of collection. The following additional payment options are available: Cash; Debit Card/ EFTPOS

Accounts: Clients are able to request to pay on account terms by completing an Account Application form. Clients will continue with COD payments until the appropriate checks can be made, and the account status is granted. Accounts will be issued with 30 day terms. Invoices will be emailed (unless otherwise requested) to the Contact person listed on the Account Application form. Payment of accounts is due on, or before, the due date stated on the invoice. The following payment options are available to account holders: Direct Deposit (Bank details are provided on invoice; Remittance Advice must be provided) Cheque (Subject to prior approval) Debit Card/EFTPOS

Late Payment: If a Client defaults without communication to the Accounts Department or Directors of Proline., the Client agrees to undertake a late payment fee of 4.5% per month on any outstanding amounts. If invoice or account is still outstanding after 90 days, it will be forwarded to our solicitor for legal action and all costs incurred by Proline including legal fees, will be payable by the client.

Ownership of Property

All goods will remain the property of Proline until such time that all associated costs is paid in full.

Warranties

Returns: Returns will only be accepted if goods are not supplied as per order or at an unreasonable quality. Returns/Claims must be reported in writing within 7 days of pickup/delivery, and no claims will be accepted after this time, unless otherwise stated. Proline aims to provide our Clients with the highest quality service combined with the ideal product to suit your specific needs. If you do have a returns enquiry, please call us to discuss the available options.

Product Warranty: All our products are manufactured to the highest standards of reliability & performance. However, should a defect become apparent, the product is covered against defects in workmanship and/or materials, for a period of 12 months from date of invoice. Proline must be notified in writing within 13 months of the invoice date. Proline will determine if the product is faulty.

Any consequential costs incurred for: The de-rigging and re-rigging of the product and the supply of any accesses equipment used, (including but not limited to, such items as scaffolding, cherry pickers, road closures, council permits, cranes, riggers, electricians and abseilers) as well as transportation to and from our designated workshops, are at the client's expense. This warranty becomes void if the product has been tampered with, attempts have been made to repair the unit by a person not authorized by Proline to do so, or if the products become faulty due to improper or malicious treatment/use.

Warranty Terms & Conditions - the small print: Unless a prior arrangement is made, all service/repairs will be conducted during standard working hours (08h30 - 16h30, Monday to Friday). Should it be necessary for us work outside of these hours, we reserve the right to raise a charge for your account. This warranty does not cover the cost of special site access equipment required to access the system for repairs. This includes and is not limited to such items as scaffolding, cherry pickers, road closures, council permits, cranes, riggers, electricians and abseilers. As most signs are custom made to order, no replacement system will be available during the period that the system is under repair. Liability under this warranty is limited to repair, replacement or refund. In no event shall liability exceed the purchase price paid by the purchaser. Under no circumstances shall there be liability for any loss, direct or indirect, incidental or consequential damage arising out of, or in connection with, use of this product. This warranty becomes void if the product has been tampered with, damaged or repaired by an unauthorised (by us) person. This warranty does not cover damages caused by Force Majeur, lightning strike, water damage or fire, connection to a voltage supply higher than that specified for the system, wilful damage or damage due to gross negligence and usage not in accordance with the operating instructions. Should the sign have been found to be damaged or operate incorrectly due to one or more of these factors, Proline reserve the right to charge the full cost of Callout, labour, Travelling fees, and Parts as per our standard rate at the time.

Vehicle Signage Warranty: For this warranty to be valid for vehicle signage, client must return the signed vehicle for a check- up within 2 weeks of delivery date.

Indemnity

The Client indemnifies Proline and continues to indemnify Proline from and against all costs, suits, actions, damages and losses (whether direct or indirect, consequential or not) arising from any of the following:

- a. The printing or delivery of any of the Goods;
- b. Any failure to print or deliver any of the Goods;
- c. Late completion of the order or late delivery;
- d. The repossession or sale of any of the Goods; or
- e. The use of the Client's username and password whether performed by the Client or another person accessing the Client's account on the Website.

General

Any waiver of any clause of these terms and conditions is only valid if made in writing and signed by the relevant party. Any variation of these terms and conditions must be in writing and signed by both Proline and the Client. The governing law of these terms and conditions is the law of South Australia, Australia