



# General Terms and Conditions

## General Terms and Conditions

**Terms of Payment, Legal Fees & Disputes:** Payment is due when invoices are received unless credit terms have been extended with credit references supplied. If payments for past orders are not received, we reserve the right to cancel future orders. After 30 days, unpaid invoices are Past Due. After 60 days, the account is marked delinquent and may be placed with our collection service. Balances unpaid after 60 days will be charged interest at the rate of 1.5% per month. Expenses incidental to collection including; court costs, fees, expenses, and reasonable attorney(s) fees equal to 15% of the unpaid balance will also be charged to any account placed with our collection service. Clients shall identify to Graphics Central in writing any dispute concerning an invoice within ten days of the date of the invoice. If disputes are not identified in writing, the Client has accepted the invoice. Clients must return to Graphics Central any and all work in dispute, accompanied by written explanation. After investigation, errors on our behalf will either be corrected or credited to the Client's account.

**Estimates and Taxes:** Estimates are good faith estimates based on job specification information provided and current material costs. Pricing and schedule are subject to change upon receipt of artwork and approval of estimate. Pricing is good for 10 days from the date of the quote and does not include packaging or shipping charges unless specified. Estimates are contingent upon strikes, accidents, fire, availability of materials and all other causes beyond our control. Graphics Central minimum order is \$150 and we require a 50% deposit upon approval of estimate/order and 50% upon delivery based on agreed terms unless otherwise negotiated upfront. The Client order is subject to applicable state and local taxes unless we have a Government Sales Tax Use and Exemption form completely filled out denoting that said corporation is exempt from sales tax. Appropriate taxes will be applied to outstanding invoices until we receive this document.

**Job Cancellation and Errors:** If the Client cancels the order before its completion, the Client shall be responsible for the cost of any proofs, artwork, materials and work done until cancellation notice is received in writing. In addition, Graphics Central reserves the right to charge a 15% cancellation charge in addition to the actual charges to cover unbilled internal costs including but not limited to scheduling, client communications and resources utilized. Graphics Central will gladly re-image any job that has problems due to an error on the part of Graphics Central. This does not include software limitations or improper set-up of a job. Graphics Central will not be held responsible for errors in film work after final client sign-off or neglect of final sign-off. No claims will be honored after 24 hours of receipt of any completed and delivered work.

**Limitation of Liability and Confidentiality:** Graphics Central's liability for materials submitted by Clients that are damaged, lost, or not returned to the Client is limited to the replacement of the unused material. Original artwork is left at the Client's risk and is not subject to replacement. Graphics Central will not assume liability for damaged or lost files, only the damaged or lost media will be replaced. Graphics Central and the Client understand that during our business relationship, both parties may make known to the other, confidential information and business trade secrets. It is Graphics Central's policy to treat such information as confidential and we expect the Client to do the same.

**Project Start Time, Substrates and Installation:** The start time of any project does not begin until ALL support files and items related to completion of the job are in house, the Client approves the artwork and the Client is accepted for credit and billing terms. Graphics Central will consult with the Client to determine the substrate and process that will best suit the needs and conditions set forth in the scope of the project. Ultimately, the Client accepts full responsibility for determining if said purchased item will perform to their requirements on the substrate(s) to which they are applied. Graphics Central cannot control weather conditions which may result in delays with installation. As such, additional labor and/or travel costs may be incurred which are to be paid by Client. We reserve the right to determine the point at which weather conditions become too adverse to continue work.

**Trademarks and Copyrights:** Reproduction in any form, of copyrighted materials without prior permission of the originator is illegal. It is the responsibility of the Client to obtain said permission. Graphics Central is in no way responsible for obtaining permission and assumes that the Client has obtained permission before the work is submitted.

**Design Rights and Storage of Artwork:** The design, name or mark, or other material in final form that is approved by the Client and selected for use will be the exclusive property of the Client upon final payment of all amounts due. All other design, names, marks and other materials developed in the course of the project shall remain the property of Graphics Central, as is customary in our industry. The Client's ownership of legal rights in the final form of the item it selects is exclusive to the extent provided by applicable national and international laws. Legal protection and appropriate registration of a design, name, mark or other material developed by Graphics Central is the responsibility of the Client. Graphics Central will store artwork and a fee will be associated with any and all files that are stored to be used at a later date if kept over 1 year, upon the request of the Client.

**Additional File Set-up/Design Charges and Color Matching:** If the Client's files exceed the determined file set-up rate included in price of project, charges will be based on a rate of \$100/hour with a \$50 minimum and billed in 15 minute increments after the minimum is met. The Client will be notified of this charge prior to work being started and we require Client authorization before proceeding. If Graphics Central is creating original artwork, design will be billed at a rate of \$100/hour. Color matching charges are \$75. Due to the nature of both screen and digital printing, we cannot match PMS colors exactly and give no guarantees to precise color matches. For the \$75 charge, we will provide a press match swatch on the substrate chosen for the Client's project and once approved, print within 10% match to that swatch.

**Use of Images and References to Completed Work:** Graphics Central may, at its sole discretion, use images of completed work and/or refer to Client in Graphics Central's portfolio and any other marketing materials, including but not limited to press releases, brochures, flyers, signs, and vendor marketing materials promoting Graphics Central and its services.

## Vehicle Wrap Terms, Conditions and Warranty

**Disclaimer:** Graphics and alignment as applied to vehicle may not be precisely matched to the digital images ("proofs") produced for Clients review. Graphics applied to vehicles are intended to be viewed from a distance of at least twenty feet and Graphics Central produces each vehicle graphic with the detail and quality appropriate for viewing from such distance. Graphics Central only guarantees final prints designed and set-up by Graphics Central for print. Graphics Central voids warranty on express same day printing and lamination wherein installation schedule prohibits proper 24 hour print curing. Graphics Central expressly disclaims all warranties regarding paint jobs on non-standard OEM cars and trucks. Graphics Central expressly disclaims all warranties on buses, planes, trains, RVs, custom vehicles and vehicles with OEM paint that is more than 6 years old. If we are asked to cover existing vinyl decals, we cannot be liable for any damage caused during the installation or removal process to these decals.

**Additional Charges:** A \$100 fee will be added to the invoice for all vehicles that have not been recently washed (i.e., the vehicle must be clean, not waxed). This fee includes the labor cost of washing your vehicle by our certified installers. To avoid this charge, please wash your vehicle before your installation specialist arrives on-site.

**Warranty on Labor and Materials:** Graphics Central offers a one-year warranty on the installation, one-year on the material applied to the windows and 3 years on the laminated adhesive vinyl. The wrap warranty will depend upon the customer's care of the vehicle and the outdoor/geographic conditions. We recommend hand washing only. Avoid high pressure, power washing and be careful never to use an ice scraper on window graphics. Also avoid harsh chemicals of any kind as they can deteriorate the laminate on the vinyl adhesive. Sweeping or brushing off the windows with a soft broom and the use of a rear defroster will not damage your window wrap. There are specially designed products to clean and polish vinyl graphics if needed. **Please wait at least 3 weeks before washing your vehicle once applied.**

**Agreement:** This agreement constitutes the entire agreement between the parties and will supersede all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of this agreement. This agreement may not be varied other than in writing, executed by the duly authorized representatives of both parties. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on Client's formal order, will not be binding on Graphics Central. **Client acknowledges that Client has read, understands and hereby agrees and accepts these prices, fees, charges, use of images, specification and conditions stated herein and authorizes Graphics Central to perform all work as specified. Client has also been presented with, has read and understands the color matching criteria and has selected the appropriate method for the design. Client understands that Graphics Central cannot guarantee the quality of any artwork that is not set-up by Graphics Central.**

Signature/Print Name \_\_\_\_\_

Date \_\_\_\_\_