### WWW.VTPRINTS.CO.UK



## WWW.VTPRINTS.CO.UK

### TERMS & CONDITIONS OF SUPPLY

#### 1 Definitions

#### 1.1 "the Company" VTPrints

1.2 "the Client" refers to the names person, firm or company detailed overleaf. 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 <u>Delivery/Installation</u> 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, locations 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 charges in respect of fitting time and travel. 2.3 The vehicle (s) must be clean and dry before the wrap is applied (exterior only including roof and under wheel arches). Vehicles that have been sprayed with silicone must be washed twice. The Company will not be held responsible for vinyl not applying correctly due to small quantities of silicone remaining. Every effort is made in the application to avoid any problems which 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 or damaged paintwork. 2.4 The Company accepts no responsibility for damage to paintwork in removal of the wrap. 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 and 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 and 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 Company reserves the right to refuse to commission production of advertisements and to withdraw advertisements from display at its discretion and without giving reasons. Without prejudice to the foregoing the Company will not accept advertisements which do not comply with the law or which incite anyone to break the law or which conflict with the British Code of Advertising Practise or which are likely to offend the general public or offend ethnic religious or other groups on account of the nature of the product or service being advertised, the wording or design of the advertisement or the possibility of its defacement or which depict direct or immediate violence to anyone shown in the advertisement or anyone looking at the advertisement or which contain text or illustrations which depict or might reasonably be assumed to depict quotations from or reference to any living person unless the written consent of that person is obtained and produced to the Company. The Company will require an indemnity against any action by that person or on that person's behalf before such illustrations, texts or quotations or references will be accepted. The Company reserves the right not to accept any advertisements which may adversely affect the interest of the Company or registered car owners.

2.9 The Company reserves the right to remove a Wrap if the Client is to be in breach of Contract and to seek financial recompense for any costs involved.

2.10 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.
2.11 The client MUST NOT wax/polish the vehicle prior to application of vinyl wrapping.

2.12 The client SHOULD make sure that the vehicle has been cleaned/hoovered etc before bringing onsite ready for application of vinyl wrapping.

WWW.VTPRINTS.CO.UK



# WWW.VTPRINTS.CO.UK

#### 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 shall pay a deposit of 25% at the time of signing the confirmation of order. 4.2 The remaining balance shall be paid in full on collection or delivery back to the client once the Wrap has been completed.

4.3 If payment is not made when due the Company may, and without prejudice to its other rights, charge interest at an annual rate of 5% above the current base rate as declared by NAT WEST Bank plc, calculated on a daily basis until payment is made in full.

4.4 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.

#### 6 <u>Warranty</u>

6.1 The Company warrants that the Goods will be free from defects in materials and workmanship for a period of twelve months from the date of completion and the Company will at its option refund the purchase price or repair or replace free of charge any Goods which its examination concludes are defective provided: a) The Client fully inspects the Wrap upon completion of installation

b) the Client notifies the Company within 7 days of any abnormalities which are discovered by the Client

c) the Client has taken all reasonable steps to ensure that the wrap is maintained and notifies the Company in accordance with 6.1 (b)

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

6.2 In no circumstances shall the Company's liability to the Client for any breach of warranty exceed the purchase price of the Goods with respect to which the claim is made. 7 General 7.1 The Wrap remains the property of the Client during the promotion period and will be disposed of by the Company at the end of the promotion period unless otherwise instructed in writing by the Client at the commencement of the promotion.

7. In some circumstances, small plastic fixtures may have eroded on the vehicle and may cause it to break during dismantling vehicle parts to fit vinyl wrap, VTPrints is not liable for the cost of inferior fixtures breaking.

8 Limitation of Liability .

8.1 in any event, and notwithstanding anything contained in this Contract, in no circumstances shall the Supplier 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.

#### 9. Vehicle Paintwork:

Vehicle vinyl wrapping/stickers/PPF are all applied with an adhesive which is balanced in terms of its composition and adhesive strength. This means that the films should not lift or damage the vehicle paintwork. However, provided that the painting has not been professionally done, *(and hasn't cured completely with OEM specifications before application of the film)*, V T Prints is not liable if during the installation of a wrap the paintwork on the vehicle begins to peel off. Originally painted vehicles will not have any of these issues. It is the duty and responsibility of the owner of the vehicles to ensure suitability of the existing surface before any work is to commence.

WWW.VTPRINTS.CO.UK



WWW.VTPRINTS.CO.UK

Signed:

Client: Print Name:

The Company:

VTPrints: .....