

Page 2: SMITH SIGNS LIMITED & HOTLINES TRADING TERMS AND CONDITIONS, Continued.

21. LIABILITY

- 21.1 Whilst all care and attention is undertaken by The Company to deliver and/or install goods of the highest quality, and to ensure that all components (including vinyls, inks, media, paints and other materials) are purchased from reputable manufacturers, The Company does not guarantee the manufacture of such items. Where any defect or alleged defect is beyond the ability of The Company to control quality, The Company has no liability.
- 21.2 The Company shall have no liability in respect of failures or problems resulting from faults with any building, structure or sub-fascia to which the Company fixed any work where such faults were not apparent at the time of installation and had not been notified to the Company in writing by the Purchaser.
- 21.3 Installation of the Goods not made by the Company and resulting in the Purchaser collecting the Goods from the Company's premises and subsequently installing goods themselves, The Company accepts no liability of loss or damage to the aforementioned goods.
- 21.4 Unless otherwise agreed in writing, The Company assumes no responsibility for electrical connection of illuminated signage and shall be under no liability for any damage or fault arising from such electrical connections.
- 21.5 The Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Purchaser;
- 21.6 The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;
- 21.7 Any claim by the Purchaser which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall be notified to the Company within 7 days from the date of delivery/installation. If the Purchaser does not notify the Company accordingly, the Purchaser shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Purchaser shall be bound to pay the price as if the Goods had been delivered/installed in accordance with the Contract.
- 21.8 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods (or the part in question) at the Company's sole discretion, refund to the Purchaser the price of the Goods (or a proportionate part of the price), but the Company shall have no further liability to the Purchaser. The Company will reclaim the defective goods.
- 21.9 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Purchaser by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use by the Purchaser except as expressly provided in these Conditions.
- 21.10 The Company shall not be liable to the Purchaser or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
- 21.10.1 Act of God, explosion, flood, tempest, fire or accident;
 - 21.10.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 21.10.3 act, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 21.10.4 import or export regulations or embargoes;
 - 21.10.5 strikes, lock-out or other industrial actions or trade disputes;
 - 21.10.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - 21.10.7 power failure, cyber attack or breakdown in machinery;
 - 21.10.8 pandemic causing local lockdown and/or staff shortages;

22. FORCE MAJEURE

The Company reserves the right to defer the date of supply of the Goods and/or Services or to cancel the Contract without incurring any liability or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, Acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, sabotage, storm, earthquake, subsidence, adverse weather conditions, pestilence, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), legal restrictions, non-availability of transport, cessation or interruption of operation of any plant or process, failure of supply of raw materials or components or breakdown of machinery, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

23. INSOLVENCY OF PURCHASER

- 23.1. This clause applies if:
- 23.1.1 The purchaser makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into Liquidation (otherwise than for the purposes of Amalgamation or reconstruction); or
 - 23.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Purchaser; or
 - 23.1.3 the Purchaser ceases, or threatens to cease to carry on business; or
 - 23.1.4 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.
- 23.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further work under the Contract without any liability to the Purchaser, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

24. TERMINATION OF CONTRACT

- 25.1 If the Purchaser is at any time in default of any of its obligations, covenants or agreements under these Terms and Conditions, then The Company may, by notice in writing to the Purchaser, terminate any contract.
- 25.1.1 In such event the Purchaser shall be liable to pay for the cost of any work (including preliminary work) undertaken at that time.

25. HOURS OF WORK

- 25.1 The Company works a standard working week of 40 hours.
- 25.1.1 Our hours of business are: Monday - Friday, 8am - 4.30pm.
 - 25.1.2 Any weekend or 'out of hours' work must be arranged and agreed with the Manager of The Company and work will be charged at overtime rate and priced accordingly, unless an agreement has been made between The Company and The Purchaser.

26. PRIVACY

- 26.1 The Company abides by the current Data Protection (Bailiwick of Guernsey) Law 2017.
- 26.2 Our Privacy Policy is posted on our website and is also available on request.

27. ADDENDUMS TO THESE TERMS & CONDITIONS

- 27.1 There are additional parts to the terms and conditions and are itemised in this document for ease. The addendums form part of these general terms and conditions and are bound by these general terms and conditions. The addendums are:
- 27.1.1 PART 2 / Vehicular signwork
 - 27.1.2 PART 3 / Hotlines work
 - 27.1.3 PART 4 / Artwork

28. USE OF TERMS & CONDITIONS

These terms and conditions must not be altered, amended, replicated or reproduced. These terms and conditions are to create clear boundaries and rules for The Purchaser and The Company to abide by. These terms and conditions are to be mutually accepted by The Purchaser and The Company. Any queries relating to these terms and conditions must be made in writing prior to The Purchaser's formal instruction by email to: dan@smithsigns.co.uk

29. CHANGES TO TERMS & CONDITIONS

These terms and conditions are subject to change. The Company reserves the right to prospectively change the terms and conditions hereof at any time.

30. ACCEPTANCE OF TERMS & CONDITIONS

It is understood by The Company and The Purchaser that these terms and conditions are accepted by The Purchaser at the point of instruction to The Company.

The Purchaser acknowledges that Acceptance of these Terms & Conditions in full, forms an integral part of an ongoing relationship with the Company. In the event of the Purchaser not conforming to the Terms & Conditions, the Company will enforce the Terms & Conditions at its own discretion. Once accepted by the Company, it is understood that the Acceptance remains in force, regardless of the employment status of the original person accepting on behalf of the Purchaser.

Addendums

PART 2 / VEHICULAR SIGNWORK

1. LIABILITY & INDEMNITY

- The Purchaser must understand the following rules/notifications set out below before agreeing to any vehicular sign work:
- 1.1 Self-adhesive graphics when removed may leave a ghosting to paintwork which may not be removable. The Purchaser will accept responsibility for any future ghosting which may arise from self-adhesive graphics applied to The Purchaser's vehicle by The Company and will not hold the Company liable for such ghosting.
 - 1.2 The Purchaser will disclose any dings, scratches, defects of any kind when the vehicle is left at The Company's premises. We will not

accept any liability for existing damage.

- 1.3 The Purchaser must disclose any specially treated areas or patch repairs as the stability of the bodywork and the paint covering these areas will affect the longevity and subsequent stability of any self-adhesive graphic or any other graphic of any kind. The Company will not be liable should any sign work of any kind fail on such areas.
- 1.4 Prior to carrying out any vehicular sign work an inspection report will be completed. The report will detail any areas of concern, known or found imperfections or damage to vehicles that The Company is to work on, and will contain photographic evidence of such imperfections or damage.
- 1.5 Self-adhesive graphics applied to paintwork in poor condition may result in the graphics failing or the existing paint failing. The Company will not be liable for such failings should they occur.
- 1.6 Self-adhesive graphics when removed may peel off paint in poor condition. If The Company is concerned about the quality of paint on any vehicle a patch test will be carried out. The Purchaser must agree to the patch test. If the Purchaser refuses, the Company has the right to terminate any further work to the vehicle and charge for any preliminary work and time wasted.
- 1.7 If the patch test shows instability in the paint The Company has the right to terminate any further work to the vehicle and charge the Purchaser for any preliminary work and time wasted.
- 1.8 If the patch test shows instability in the paint and The Purchaser and The Company agree to continue with work to the vehicle then The Company will accept no liability for any failings to the paint of the vehicle or any failings in the sign work.
- 1.9 In most cases, self-adhesive graphics will not damage factory paint work, however The Company cannot guarantee or warrant any paint work on any vehicle and will not be liable for damage or loss to paintwork on any vehicle resulting from any sign work of any kind carried out by The Company to any vehicle.

2. VEHICLE WINDOW GRAPHICS

- 2.1 For safety reasons the windscreen, front driver and passenger windows cannot be obscured in any way.
- 2.2 Rear window and rear side windows may be obscured or carry perforated window-vision* vinyl.
- 2.3 The Purchaser must disable the rear wiper to preserve the delicate graphic printed on perforated window vision vinyl.
 - 2.3.1 If the rear wiper cannot be disabled the window-vision graphic will degrade quickly.
- 2.4 Window-vision graphics will most likely need to be replaced once a year. This is an estimation only.

*Window-vision vinyl is a printable, self-adhesive vinyl applied to the exterior of glass.

The vinyl is perforated with small holes enabling the driver and passengers to see out when inside the vehicle. From the outside of the vehicle onlookers will see the printed graphic.

3. LONGEVITY OF VEHICLE GRAPHICS

- 3.1 The Company cannot guarantee the longevity of any graphics of any kind produced and applied by The Company on any vehicle.
- 3.2 The Company cannot guarantee the longevity of any graphics of any kind supplied by The Purchaser and applied by The Company on any vehicle.
- 3.3 Environmental factors, care and maintenance are variables beyond The Company's control which will determine the longevity of any sign work on any vehicle, and as such The Company will not be liable for the longevity of any sign work of any kind on any vehicle.

4. VEHICLE WRAPPING

The Purchaser must understand the following rules/notifications set out below before agreeing to any vehicular wrapping work, in addition to the rules/notifications set out in these Terms /Part 2/ section 1:

- 4.1 Self-adhesive vinyl is manipulated to fit into creases and moulded over curves.
 - 4.1.1 The finished result is impressive, however, it is only self-adhesive vinyl. It is temporary and will not last like a paint finish. Vinyl has a comparatively short life span and a wrap can last anywhere between 1 and 6 years whether the graphics are printed or solid colour vinyl.
 - 4.1.2 It is normal to have the occasional wrinkle or bubble, though there should not be any on flat surfaces.
 - 4.1.3 Shrinkage will occur the longer the wrap product remains on the vehicle.
- 4.2 The Company cannot guarantee the longevity of any vehicle wrap graphics due to reasons set out in these Terms Part 2/ section 3.3
- 4.3 The Company will provide a care and maintenance guide sheet. This sheet is a guide only and does not provide any kind of warranty.

5. REPAIRS

Repairs to self-adhesive vehicle graphics are relatively straight forward, however the following should be noted and considered:

- 5.1 Colour can become problematic. Due to environmental factors the pigmentation in self-adhesive vinyl, printed or otherwise, will change over time, therefore repairs will be noticeable.
- 5.2 Repairs to wrapped vehicles are possible but should be done in panelled sections where any repair join will be least visible. This may result in large areas being replaced, and in some cases, whole sides of a vehicle may need to be replaced.

6. CONDITIONS PRIOR TO VEHICULAR SIGNWORK

- 6.1 The Purchaser must deliver the vehicle at the agreed time to The Company's premises.
- 6.2 A delay in delivery of the vehicle will result in a delay in the completion of works. The Purchaser must understand this and organise alternative transport if necessary.
- 6.3 The vehicle must be cleaned prior to delivery unless otherwise agreed with The Company.
- 6.4 If the vehicle is delivered and has not been cleaned The Purchaser will be charged for time spent cleaning the vehicle.
- 6.5 Vehicles must be free of dust, mud, wax, oil and other agents which may prevent any graphics adhering to the vehicle surface. The company will then prepare the vehicle surface with degreasers and other solvents.
- 6.6 Any hydrophobic glass or coatings or agents must be disclosed to The Company. Self-adhesive graphics will not adhere to hydrophobic glass or coatings or areas finished with hydrophobic agents and The Company will not be held responsible for graphics which fail on these substrates.
- 6.7 Any hydrophobic agents (eg. RAIN-X) applied to any vehicle must be removed prior to any sign work being undertaken.

7. CARE & MAINTENANCE OF VEHICULAR SIGNWORK

- 7.1 Any sign work to vehicles must be left at least 48 hours before being cleaned.
 - 7.2.1 Do not use any abrasive polishes or cutting compounds.
 - 7.2.2 Avoid rough scrubbing or abrasive tools which will scratch any vinyl films.
- 7.3 Never use a pressure or jet wash.
- 7.4 Do not use a drive-in car wash.
- 7.5 Fuel Spills: Immediately wipe off any fuel spilled onto your vehicle.

PART 3 / HOTLINES WORK

1. RISK AND WARRANTIES

- 1.1 The Company cannot guarantee or warrant any line marking work due to the nature and variants of surface areas to be painted, tape lined or thermoplastic hot-lined.
- 1.2 The Company cannot guarantee any surface area to be marked and will not be held accountable should any line marking fail.
- 1.3 The Purchaser must read and understand the following notifications:
 - 1.3.1 Longevity of any line marking is dependent on three main factors: the quality of the surface area, traffic flow and maintenance. These three factors must be taken into account when ordering any line marking work. The Company will not be liable for reduced longevity of line marking as the variables listed above are beyond Our control.
 - 1.3.2 Longevity of lines is severely reduced when:
 - i) overpainting existing lines
 - ii) prepared surface area is not sufficiently dry and clean
 - iii) Tarmac/asphalt surface areas are not swept or prepared efficiently
 - iv) lines are not properly maintained
 - v) line marking concrete surface areas

2. CONCRETE SURFACE AREAS

- 2.1 The adhesion of road markings on concrete surface areas will not be guaranteed due to the possibility of reaction with curing compounds, dirt, loose surfaces etc.
- 2.2 Black mould, tyre rubber, dirt and fruit sugars on concrete will affect the life of the paint unless cleaned appropriately.
- 2.3 It is the responsibility of The Purchaser to ensure the area to be painted is clean and dry. Our quotation includes only minor sweeping/air blower as surface preparation unless otherwise stated.
- 2.4 Concrete surface areas cannot be thermoplastic lined and must be painted.
- 2.5 Concrete surface areas will need maintenance as the marking will wear away.
- 2.6 Traffic will wear down any painted lines and depending on traffic flow may wear down quickly. Scheduled maintenance must be expected. It is The Purchaser's responsibility to organise such maintenance.
- 2.6.1 A maintenance schedule/contract can be agreed between The Company and The Purchaser.

3. INDOOR SPORTS HALLS / WOODEN VARNISHED FLOORS

- 3.1 Line marking tape has a slip resistant quality.
- 3.2 The Purchaser must ensure all surface areas to be bonded with the line-marking tape are dry, free from dust, grease and other contaminants.
- 3.3 When removing the tape, some varnish from wooden floors may lift. The Purchaser must understand this and will not hold The Company accountable if the probability arises.

4. LIMITATION OF LIABILITY

- 4.1 The Company follows the plans, drawings and instructions approved by The Purchaser when laying out and marking up any surface markings.
- 4.2 The quotation We provide is based on the work being undertaken in a set amount of hours and visits. If We are unable to finish the work for reasons beyond our control extra charges may apply.
- 4.3 If work cannot be undertaken due to obstruction, change of working drawings/plans/instructions or any other reason beyond our control within 24 hours of commencement of work then additional charges may apply.
- 4.4 If weather impedes our work then We will postpone and reschedule.
- 4.5 The Purchaser shall be responsible for providing a clean surface area which is dry and suitable for the laying and fixing of road marking materials. The Company has the right to refuse contract or cease work if the surface area is not suitable.
- 4.6 If the condition of the surface area or the weather conditions are deemed to be unsuitable to carry out any works then The Company

Page 3: SMITH SIGNS LIMITED & HOTLINES TRADING TERMS AND CONDITIONS, Continued.

will not proceed unless The Purchaser provides written consent to do so. The Purchaser will then be entirely responsible and accountable for all or any work carried out under such instruction.

4.7 Poor weather conditions and the condition of the surface area and traffic flow are the main variables which affect the longevity of Our products. We cannot guarantee the longevity of any thermoplastic product fixed to any surfaces.

4.8 There is no implied slip resistance of painted surfaces. It is the responsibility of The Purchaser to keep the painted area clean and dry after painting.

4.9 The Company will not be held responsible for any injury howsoever caused by the use of Our indoor line marking or outdoor line marking. It is the responsibility of The Purchaser to systematically assess any line marking laid by Us. If any line marking begins to fail it is the responsibility of The Purchaser to advise The Company. We will then attend site, assess the problem and subsequently provide a quote to rectify the problem. We will carry out remedial works upon the instruction of The Purchaser.

5. INDEMNITY AND RELEASE

5.1 The Purchaser may be asked to sign a Release Form or written and signed statement on the quote in the event we believe it is not advisable to paint an area due to moisture, contamination or other reasons, but where The Purchaser advises they wish to proceed in any case.

5.2 The minimum cure time for concrete is 28 days. The Company will not guarantee or warrant paint applied on concrete within the minimum cure time. We will not paint unless The Purchaser signs a Release Form or written and signed statement on the quote.

5.3 The minimum drying period required for concrete after rain is 4 days. A moisture reading of less than 4% is required before painting and it's the responsibility of the Purchaser to check this.

5.4 The Purchaser is required to disclose any and all additives used in the concrete as it may affect the adhesion of the paint.

5.5 The minimum cure time for new asphalt is 3 days. The Company will not guarantee or warrant paint applied on asphalt within the minimum cure time. We will not paint unless a representative of the client signs a Release Form or written and signed statement on the quote.

5.6 Asphalt can be painted when it looks dry after rain.

PART 4 / ARTWORK

1. ARTWORK PRODUCTION LIABILITY

1.1 When artwork is created by The Company, The Purchaser must accept responsibility of the artwork by thoroughly checking all content of any artwork submitted.

1.2 The Purchaser must approve and 'sign-off' artwork before it is sent to production.

1.2.1 If the Purchaser does not 'sign-off' the work but instructs The Company to proceed, the Company will not be held responsible or accountable for any errors found with artwork post production and as such any re-prints or re-manufacture due to errors with the aforementioned artwork will result in charges to the Purchaser.

1.2.2 The Company will not accept responsibility for errors in the content of 'signed-off' artwork after work has been produced and completed and as such any re-prints or re-manufacture due to errors with 'signed-off' artwork will result in charges to the Purchaser.

2. COLOUR MATCHING

Colour matching is difficult and it is important for the Purchaser to acknowledge the following:

2.1 When a colour requires matching The Purchaser should visit our workshop to choose a colour.

2.1.1 A vinyl/Pantone/RAL colour can be selected from our swatch books by the Purchaser which they feel is an acceptable match.

2.1.2 If The Purchaser cannot attend our workshop then The Company will require a sample of the desired colour/ hard copy print / Pantone code / RAL code.

2.2 The Company will then match by eye AS CLOSE AS POSSIBLE to the chosen colour.

2.3 Colour matching will NEVER be 100% accurate.

2.3.1 The human eye sees colour differently from one person to the next.

2.3.2 Artificial light can alter the appearance of colour dramatically.

2.4 We will colour match under neutral light. If The Purchaser's finished product is to be seen under artificial light then a match should be made on site. If this is not possible then the Purchaser must understand there could be a difference in the appearance of the colour under artificial light and subsequently accept any such differences.

2.5 Appearance of colour alters on the variety of media and digital platforms available.

2.5.1 Colour printed on 'gloss' media will look different when printed on 'matt' media

2.5.2 Colour set for print using CMYK colour will look different when viewed on a digital platform as screen/tablet displays use the RGB colour gamut.

2.5.3 Colour viewed on digital platforms will differ between each platform due to difference in display calibration i.e. phone/tablet/PC displays may not be calibrated to match each other or will not be calibrated to match The Company's computer screens or hardware.

2.6 For reasons stated above, emailing a PDF/jpeg/tiff or any digital file is not an accurate way to view colour.

2.7 The Purchaser MUST acknowledge and understand these variables.

2.8 Colour matching can be time consuming and may result in a charge. The Purchaser will be notified of any charges before any colour matching commences.

3. SUPPLYING ARTWORK

3.1 Artwork can be supplied in the following formats:

- PDF with fonts converted to paths/curves/outlines; Layers flattened
- JPEG (must be high resolution for large prints)
- ai, eps and pdf vector files

3.2 If supplied artwork cannot be read/used or requires correction or reformatting, the time spent to rectify the problems will be chargeable. The Purchaser will be notified of any charges beforehand.

3.3 The Company will not accept responsibility for errors in the content of supplied artwork after work has been produced and completed.

3.4 Any re-prints or re-manufacture due to errors with supplied artwork will result in charges.

3.5 The Purchaser must understand that printing from supplied artwork without solid colour reference may result in a difference of appearance and The Purchaser where possible should supply colour reference by way of hard copy print / Pantone / RAL code. (see 'Colour Matching' section 2 above for more detail)

4. LOSS OF ARTWORK

4.1 All artwork provided to us must be a copy of your original. Whilst all care will be taken by The Company, no responsibility is accepted by The Company for any loss or damage of original artwork files provided to us and the Purchaser will agree to not hold Us liable or accountable for any such losses.

5. ARTWORK CHARGES

5.1 When the Purchaser instructs The Company to produce Goods in the form of artwork such as hand drawings, sketches, technical drawings, computer aided designs, pattern, or specification, the Purchaser has formed a contract with The Company and any time spent on the aforementioned Goods will incur costs and The Purchaser will be charged.

5.1.1 The Purchaser will be charged if the Goods in the form of artwork does not form part of an additional contract to produce or manufacture or supply further work relating to such artwork. The Purchaser must not use the Goods or have the Goods replicated or reproduced by any third party without consent from The Company. (see 6.1)

5.2 Changes to any artwork instructed by The Purchaser will be charged.

6. ARTWORK, COPYRIGHT & DESIGN OWNERSHIP

6.1 The Company will retain the ownership of artwork, designs, pattern, or specification during the manufacture of Goods produced by it, and all intellectual property associated with these, and may only be reproduced or copied with the written consent of The Company.

6.2 The sale or licence of the artwork, design or material capable of attracting copyright for future use by The Purchaser is a matter for separate negotiation. The Purchaser must not reproduce these things without the prior written consent of the Company.

7. INTELLECTUAL PROPERTY

7.1 Any hand drawings, sketches, technical drawings, computer aided designs, pattern, or specification are provided on the basis that:

7.1.1 The Purchaser agrees that any intellectual property rights arising out of or relating to work created by The Company will belong to Us and the Purchaser will have no entitlement or interest whatsoever in any such intellectual property rights.

7.1.2 The Purchaser will not reproduce or copy or instruct any third party to reproduce or copy the designs in any form whatsoever without the prior written consent of the Company.

7.2 It is the responsibility of the Purchaser to obtain all necessary rights and licences required to reproduce logos or artwork not created by The Company.

7.4 The Purchaser warrants that it has obtained all necessary approvals from third party owners of intellectual property and from relevant regulatory authorities for the production and installation of signs/work/goods and the Purchaser indemnifies the Company against any action, claim or demand by any third party as a result of this approval not being obtained.

7.5 If the Goods are to be manufactured or any process is to be applied to them by the Company in accordance with any specification or other material or instructions submitted by the Purchaser, or if the Goods are to be marked with any trade mark or any words, images or designs at the request of the Purchaser, the Purchaser shall indemnify and hold the Company harmless against all damages, costs and expenses awarded against or incurred by the Company or agreed to be paid by the Company in settlement or in connection with any claim for infringement of any Intellectual Property Rights, misuse of Confidential Information, defamation or otherwise as a result of the use of such specification or other material or instructions, or marking.

PART 5 / WINDOW FILM WORK

1. LIABILITY & INDEMNITY

The Purchaser must understand the following rules/notifications set out below before agreeing to any window film work:

1.2 The Purchaser will disclose any existing scratches, aberrations, defects of any kind to any glass that The Company is to apply window film to. We will not accept any liability for any existing damage.

1.2.1 The Purchaser must understand that applying any window film to glass with existing defects to the glass will not necessarily cover the damage and in fact may exaggerate the damage making it more visible.

1.2.1.1 If the The Purchaser has disclosed defects to the glass and and The Purchaser and The Company agree to continue

with work to the glass then The Company will accept no liability for any failings in the product applied to the glass should they occur.

1.2.2 If The Purchaser does not wish to continue with installation due to glass defects discovered, then any materials purchased by The Company for the installation will be returned into stock and The Purchaser will be charged a re-stocking fee. This fee will be the cost to return the unwanted goods to Our supplier.

1.3 The Company will not be held responsible for any glass cracking or seal failure that may occur after the installation of window film. This can very occasionally happen to the glass was damaged prior to installing the film.

1.4 Single Pane Glass may experience cracking and in some cases may become broken by pressure exerted against the glass during any window film removal and/or adhesive residue removal. The Purchaser agrees that they have been informed of the risk of potential glass breakage associated with the removal of window film on single pane glass and in such event agree that The Company is not liable for any glass breakage on single pane glass.

1.5 Thermal Stress: The Purchaser must acknowledge and understand the following regarding thermal stress:

Thermal stress can break glass. It is created when one area of a glass pane becomes hotter than an adjacent area through light and shade. If the stress is too great then the glass will crack. Several uncontrollable factors can influence a thermal break, such as, but not limited to: new architecture, parked vehicles, placed objects, limbs from trees, new foliage. All of these items can cast shadows which may result in thermal breakage. Smith Signs will accept no liability or accountability should such breakages occur after installation of any window films.

1.6 Privacy Films: The Purchaser may have chosen a film to decrease the ability to see through the windows when viewing from outside looking in. There are many factors that will affect the level of privacy effect/view control such as: natural or man-made lighting and in particular proximity to the glass, background day-lighting, and interior wall colours. For these reasons The Company does not guarantee 100% privacy effect on any installation and The Purchaser expressly agrees that it may not be possible to achieve their desired level of privacy while viewing the glass from the outside especially at night. Any privacy effect will diminish when interior lighting conditions are brighter than the outside lighting.

1.7 Safety/Security Films: The Company does not guarantee that the use of safety/security products will prevent injury or criminal access. The film is tested and from these tests it can be concluded that safety /security film does increase protection against injury but does not necessarily eliminate injury. Similarly the performance of safety/security films can increase the time and effort required to break through glass but does not prevent access by determined attackers.

2. CONDITIONS PRIOR TO WINDOW FILM INSTALLATION

2.1 The Purchaser must make glass accessible as discussed with The Company

2.1.1 If We arrive on site and there are obstructions to the glass or access is impeded through no fault of Our own then the Purchaser will be charged for time wasted.

2.2 The site must be in a clean condition.

Dirty or dusty site conditions can lessen the quality of window film installations. When the protective liner is released from the window film, static electricity is created in a sufficient amount to draw any pet hair, dust and particles that may be present in or around the work area on to the surface of the window film. Whilst every care is taken to clean the glass and working area thoroughly, it is inevitable that some airborne substances (dust, fluff, hair and fabric particles) will appear between glass and film.

2.2.1 If the site is a new build then window film must be the last thing to be completed on site. Other contractors should not be present at time of window film installation.

2.2.2 If other contractors must be present then The Purchaser must advise The Company and discuss suitable installation arrangements.

2.2.3 The Purchaser must agree that if there is excessive pet hair, dirt, or debris present on site and or around the work area that it is inherent for the finished installation to have a certain amount of these particulates in between the window film and Your glass, and there will be an additional charge if you request to remove and replace such window films.

2.6 Any hydrophobic glass or coatings or agents must be disclosed to The Company. Window films will not adhere to hydrophobic glass or coatings or areas finished with hydrophobic agents and The Company will not be held responsible for window films which fail on these substrates.

2.7 Any hydrophobic agents (eg. RAIN-X) applied to any glass must be removed prior to any window film installation.

3. AFTER CARE

3.1 Avoid cleaning the material for the first 30 days, this will allow the film to cure to the glass.

3.1.1 The curing process may take up to 60 days or longer depending on environmental factors and aspect, for example warm sunlit areas should cure quicker than cold dark areas. *Refer to Section 4.1*

3.2 When the curing process is complete, clean the film with non-abrasive cloths and mild soapy water.

3.2.1 Do not use abrasive pads and industrial strength cleaners.

3.2.2 Avoid rough scrubbing or abrasive tools which will scratch the film.

3.2.3 This after care guidance does not provide any kind of warranty.

4. EXPECTATIONS OF WINDOW FILM

4.1 Curing Process: Water bubbles are a factor in window filming that cannot be avoided. Depending on the tools and pressure applied, up to 95% of the application fluid may be removed. The remaining 5% due to surface tension will form small bubbles and if left alone, will completely dry. This is the curing process and normally takes approx 30 days but can take up to 60 days or more.

4.1.1 Visual and adhesive cure time is related to thickness of the film and various metallic coating on the film.

4.1.2 Typical visual cure times may be extended or shortened according to climatic conditions.

4.1.3 Certain films with special high performance coating may have lengthened cure times.

4.2 When the window film protective liner is released from the film, static electricity is created in a sufficient amount to draw any hair, dust and particles that may be present in or around the work area on to the surface of the window film. Whilst every care is taken to clean the glass and working area thoroughly, it is inevitable that some airborne substances (dust, fluff, hair and fabric particles) will appear between glass and film. (Refer to section 2.2)

4.3 Existing scratches, aberrations and defects in the glass will still exist and if noticed must be reported. Glass defects may become exaggerated once the film has been applied.

4.4 A very small clear border should be visible between the edge of the film and the frame. This is normal and is integral to the installation process as it allows the removal of the water.

4.5 Joints (or splices) if required will be visible. Splicing of films is necessary when larger panels of glass are treated, where both length and width of the glass exceed the maximum width of film. The splice line itself should not be viewed as a defect. The two pieces of film may be butt jointed. The maximum gap at any point in the splice line should be approx 1mm. Film may be overlapped, spliced or butt jointed.

SMITH SIGNS LIMITED BANK DETAILS:

Bank: Natwest

Account name: Smith Signs Ltd 2

Account no: 81011962

Sort code: 60-09-20

REGISTERED OFFICE:

La Petite . Ruette De Saumarez . Castel . Guernsey . GY5 7T1

REGISTRATION NUMBER:

26283

These terms and conditions were last updated March 2023.

End of document.