

Terms and Conditions:

1. **Validity** : 10 Days

2. **Term of Payment :**

80% Advance and 20 % before Installation/Delivery by Cash /Direct Deposit.

Credit Card surcharge (2 % apply), only Visa & Mastercard are accepted.

Please note that payment via EFT or Cheque will need to clear into our account before collection. If you intend to pay via Cheque or EFT please do so prior to arriving at the office and allow sufficient time for the fund to clear. (EFT= 2 working day, Cheques = 3 working days). Otherwise you can pay in the office with cash or credit card.

Payment to Calibre Print and Signage Pty Ltd must be made in full without any deductions or restrictions for any set offs or counter claims by the customer on the due date advised.

Payment of the amount specified by Calibre Print and Signage Pty Ltd in the quotation, tender or contract agreement must be made to Calibre Print and Signage Pty Ltd

The customer will incur and be liable for interest at a rate of 18% per annum on any outstanding amount, costs, charges and expenses (include legal costs) incurred by Calibre Print and Signage Pty Ltd in the recovery of any overdue payment from the due date specified, until paid.

In the event that the customer fails to provide delivery or installation instructions within 10 business days of a request issued by Calibre Print and Signage Pty Ltd for such information, Calibre Print and Signage Pty Ltd will reserve right to charge \$100 per day for storage of the product pending delivery advice.

3. Quotation/Tender:

- A. Calibre Print and Signage Pty Ltd controls rights to vary or withdraw or cancel the quotation or tender at any time before it is accepted by the customer.
- B. Calibre Print and Signage Pty Ltd is under no liability to the customer or any third party for any damage, loss or other liability resulting from such withdrawal or cancellation.
- C. All approved orders (issued by the customer) must be placed in writing in official company order or other document signed by the appropriate authorised officer employed for; or acting on behalf of the customer. The customers written acceptance is not effective until received by Calibre Print and Signage Pty Ltd.
- D. Calibre Print and Signage Pty Ltd renders all rights to adjust the quotation or tender costs advised, following the customers quotation approval, but before completion and installation of the manufactured product. These circumstances include instances where distributor material costs have increased within this above timeframe.
- E. All Quotations exclude the following unless expressly stated:
 - i. Transportation
 - ii. Packing
 - iii. Crating
 - iv. Insurance
 - v. Delivery
 - vi. Local Council permission
 - vii. Electrical work
 - viii. Fees and charges associated with any traffic control or third party property access to site.
 - ix. Any required special permits or engineer calculations including Dial Before You Dig locator service.

- x. Alterations to planned scope of works.
 - xi. Any problems with the premises on site for installation which cause additional costs for Signs delivery or installation of the product and which were not advised by the customer before the issue of any quotation or tender of the product.
- F. Once a quotation is approved and accepted the customer may only cancel the agreed quotation, tender or contract by formal written notice by an authorised officer acting on behalf of the customer, and the customer, will incur liability for all Signs cancellation of services & goods costs associated with the cancellation costs to the date of cancellation advice.
- G. By accepting the quotation the customer places all their interest in any real property you own now or in the future to secure payment of any monies you owe to or any debt you have with Signs.
- H. Calibre Print and Signage Pty Ltd reserves the right to charge the client progress claims during the course of the contract.
- I. Calibre Print and Signage Pty Ltd quotation is subject to final site details, including but not limited to, dimensions, conditions and restrictions.
- J. Calibre Print and Signage Pty Ltd may at its option without any liability whatsoever elect not to complete an order if:
- a. the customer becomes insolvent, files a voluntary or involuntary petition for bankruptcy, makes an assignment for the benefit of creditors, has an administrator or receiver appointed, initiates reorganisation proceedings or where Calibre Print and Signage Pty Ltd has reasonable grounds for believing that the customer will not be able to meet its payment obligations to Calibre Print and Signage Pty Ltd; or
 - b. an event listed in clause 3 (d) continues for a period in excess of one month or causes EM Signs to cease production of product for a period of greater than one month.
- K. The customer will be responsible for any latent conditions.
- L. Ownership of Goods shall not pass until the Customer has paid all monies due for the Goods and all outstanding debts to the Supplier. The risk of the Goods shall run with the Customer who shall insure from the time of delivery and the interest of the Supplier noted on the policy. The Customer acknowledges and agrees that the any representative of Calibre Print and Signage Pty Ltd or any proper agent or representative thereof is empowered to enter onto any premises of Customer or any other person where the Goods are stored in the event of any default in payment or in the event of the appointment of a mortgagee, agent, trustee, receiver, administrator or liquidator to the Customer or to all or any of its assets in order that the Supplier may be able to retake possession of the Goods and/or the proceeds of any sale thereof and in so doing, the Calibre Print and Signage Pty Ltd or its proper representatives shall not be guilty of any trespass and shall have a license to enter any such premises for these purposes.

4. Delivery & Installation

- A. Calibre Print and Signage Pty Ltd shall deliver and install the product for the customer at the specified site location.
- B. Any issue regarding installation must be reported within 48 hours. No claims accepted thereafter.
- C. Calibre Print and Signage Pty Ltd will not be liable or incur any loss, damage or any other liability directly or indirectly resulted from delay in delivery or installation by Calibre Print and Signage Pty Ltd of its acting agents/contractors.

- D. The customer is solely responsible for the correctness of any information regarding delivery and installation instructions you provide to Calibre Print and Signage Pty Ltd.
- E. Calibre Print and Signage Pty Ltd shall not be liable for failure to deliver or for delay in delivery arising from any cause whatsoever beyond Calibre Print and Signage Pty Ltd control without limitation;
- i. war;
 - ii. flood, fires, explosions, breakdown of machinery or equipment;
 - iii. non delivery or shortage of supplies;
 - iv. strikes or other industrial disputes or disturbances and, notwithstanding any written warranty guaranteeing a date of delivery, the time for delivery will be extended for a reasonable period having regard to the effect of the cause of the delay on the manufacture or delivery of the product.

The events in clause 3 (D) do not relieve the customer from any obligation;

- to pay for any product already delivered; or
 - to accept delivery of any product quoted/tendered by Calibre Print and Signage Pty Ltd despite the delaying event or after the delaying event ends.
- F. The customer shall not be relieved from any obligation to accept or pay for material by reason of any delay in delivery or dispatch.
- G. Calibre Print and Signage Pty Ltd is not responsible for any loss of profit, penalties, expenditure, damages or losses incurred by the customer arising out of any delay in delivery or caused by or arising out of any use of or dealing with the product whether arising from any defect in the product, unsuitability for the customer's purpose, negligence by Calibre Print and Signage Pty Ltd or its employees or agents or in any other way.

5. Product Design, Specifications & Variation

- A. The customer is solely responsible for the correctness of any information regarding product design and specifications of the product instructions provided to Calibre Print and Signage Pty Ltd.
- B. Calibre Print and Signage Pty Ltd will not be liable or incur any loss, damage or any other liability directly or indirectly resulted from the customer supplied design plans and specifications for the product that do not meet Australian standards which are manufactured by Calibre Print and Signage Pty Ltd.
- C. Any variations to the product need to be formally presented in writing to Calibre Print and Signage Pty Ltd. After review of the variations indicated in writing, the customer will be liable to pay all costs incurred by Calibre Print and Signage Pty Ltd in performing the additional work or any alterations of work in progress.
- D. The customer will grant reasonable time frame extensions to the additional work and labour required to meet the requested product variations, as indicated in the written advice by the customer.
- E. Graphic designing cost will be \$150 p/h and copyright in all artistic and literary work authorised by Calibre Print and Signage shall remain the property of Calibre Print and Signage unless there is written agreement to be contrary.

6. Cancellation of Service and Goods

Cancellation of Service & Goods' refers to any costs that have been incurred through the production, the materials bought for manufacturing or printing, labour, supply and distribution costs, transportation costs, material disposal cost and government fees and charges.

7. Product progress & completion

- A. The customer agrees that Calibre Print and Signage Pty Ltd shall not be liable for any penalties or damage either direct or indirect for any failure to commence or complete the product by the estimated dates provided to the customer.
- B. The customer agrees that estimations of completion dates will be based on the provisions of full cooperation from the customer; any goods from other suppliers; access to the site location for the purpose of installation of the product which shall be the customers sole responsibility; any necessary council or government permits or approvals which is the customers sole responsibility unless otherwise expressly stated.
- C. Calibre Print and Signage Pty Ltd will make all attempts and effort to carry out the agreement of service between them and the customer. If due to any event, Calibre Print and Signage Pty Ltd is unable to fulfill any contract or agreement of service, Calibre Print and Signage Pty Ltd will not be liable for any loss or damage which the customer may suffer.
- D. Calibre Print and Signage Pty Ltd maintains all rights to provide written notice to the customer to terminate the contract or extend the time for the process and performance of work of the agreement of service and contract.

Acknowledgement

The customer agrees that these terms and conditions shall apply to all orders of purchases of product or goods, by the customer and to all product or goods supplied by Calibre Print and Signage Pty Ltd. to the customer.