

## CONDITIONS OF SALE

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Definitions means the following Conditions of Sale.

Company means Signs By Knight, its employees, agents or representatives.

Customer means person/s or entity or employees, agents or servants of a business or anyone to whom products are provided.

Products means Goods or Services or Anything supplied by the Company.

- 1) The Customer agrees to obtain and pay for all necessary consents for the installation or supply of products prior to commencement. The Customer agrees to bear all costs and fines for products installed or supplied at the Customers request where the Customer has not received permission or approval.
- 2) Upon approving any installation or supply of Products, the Customer shall give the Company access to premises at all reasonable times for the purpose of doing anything which the Company is required or entitled to do hereunder. The Customer shall supply clear and unhindered access to the areas where work is to take place.
- 3) Charges for manufacture and installation work are based on work being carried out during normal working hours (8.30am to 5.00pm) Monday to Friday except public holidays (subject to alteration by the Company) and having unhindered and uninterrupted operations. The Customer acknowledges that it may be necessary for some work to be carried out outside normal working hours. The Customer may incur a surcharge for work done outside the Companys normal trading hours. The Customer may incur a charge for any interruptions or delays caused by the Customer, an employee or agent of the Customer, clients of the Customer, or other trades. The Company will assume no responsibility for any delays in supply or service or failure to meet Customer deadlines due to circumstances outside the control of the Company, including but not limited to; inability to obtain suitable materials, union disputes, delays caused by subcontractors, variations or additions to Customer order after acceptance of Quotations or failure by the Customer to give written approval.
- 4) Work to be carried out in open air (any position which may be affected by rain, wind, fog, excessive heat or other conditions) may be delayed by the Company without notice due to weather or other conditions. Wet or uncured paintwork may be damaged by weather conditions. Drying times may be severely hindered by cold weather or humidity. The Company considers that Verandas and Canopies are open air environments.
- 5) Wet paint or ink the Customer understands and accepts that any paint or ink, which is wet or uncured, may become damaged. Any painted work or application of ink, glue or any material which is required to dry or cure and which is carried out at the Customers premises or Site may receive damage from weather conditions, dust, smoke, animals, insects or any objects which may become lodged in or damage the wet or uncured surface. The Company will not be responsible for any damage caused due to contact with a wet painted surface at the Customers premises or Site. The Company has the right to delay production or supply of products until products are dry or cured.
- 6) The Customer may incur a charge for any building or repair work, cleaning, moving of furniture, equipment or stock, or any other unquoted or unexpected work which the Company carries out or subcontracts in order to commence or complete supply of products. Furthermore charges will also apply for any work requested by the Customer being an addition or alteration after approval has been given. The Company will not be liable for any damage or loss as a result of any delays or carrying out unquoted work as mentioned above.
- 7) It is the responsibility of the Customer to check all proofs, designs or artwork for errors or omissions. After final approval, the Customer will assume all responsibility for any errors or omissions contained in any artwork, proof or Quotation and any resulting errors or omissions in any products. Costs of any alterations or postponements or cancellations after final approval will be borne by the Customer.
- 8) The Customer will be charged a fee for any designing, consultation or artwork unless the Customer supplies clear copies of any artwork, design, logo, trademark, cartoon or picture in a format requested and within time period requested by the Company. The Customer must make the Company aware of any copyrights or potential copyright breaches and will not supply to the Company or ask the Company to reproduce any artwork, design, logo, trademark, cartoon or picture for which the Customer does not have ownership, unless written permission is provided by the legal owner.
- 9) Subject to payment in full of the fee, the Company shall retain the copyright and all intellectual property rights in all original artwork, designs, materials and documents it produces and the Customer agrees that it will neither undertake nor allow any alteration or reproduction of any such copyrighted works without the express written permission of the Company.
- 10) The Company will hold prices on written Quotations for 30 days. Clerical errors are subject to correction and do not bind the Company.
  - 11a) The Customer shall assume all risks in the product upon and from delivery or installation or collection by the Customer.
  - 11b) Title in the product shall remain vested in the Company and shall not pass to the Customer until all monies owing by the Customer to the Company, together with all interest, collection, repossession and/or legal costs incurred, have been paid in full.
  - 11c) In the event that the Customer defaults in the payment of any monies owing hereunder, the Company shall have the right to enter upon the Customers premises, or any other premises where product is known to be stored, to repossess the product and for this purpose the Customer shall grant all reasonable access rights and the Company shall be entitled to do all things required to secure repossession.
- 12a) Tax Invoices will be raised upon completion, collection, delivery or installation of any products and payments will be due in accordance with agreed Terms.