

SCOPE IMAGERY PTY LTD

TERMS & CONDITIONS

The following terms & conditions are subject to all transactions/contracts where the services of Scope Imagery Pty Ltd, its contractors, subcontractors, and employees (here in referred to as The Company) are engaged, unless otherwise agreed to in writing by both parties. These terms & conditions have been generated in concurrence with Australian Consumer Law and apply to all individuals, businesses, companies and/or their representatives (here in referred to as The Client).

Please read thoroughly. These terms & conditions are legally binding. By engaging in a transaction/business with The Company, The Client hereby understands and agrees that they are legally bound to these terms & conditions.

1. QUOTES & PAYMENT TERMS

- 1.1 Quotes are valid for a maximum of 30 days unless otherwise agreed by The Company's management.
- 1.2 All quotes exclude GST unless stated otherwise.
- 1.3 Quotes are not inclusive of delivery or installation services unless requested by client or expressed by The Company.
- 1.4 The Company reserves the right to accept a 50% deposit, required prior to the beginning of production on orders over AUD 2,000. This deposit is *non-refundable*. The remaining balance is due strictly upon collection of job unless a credit account or other arrangements have been agreed upon with account management.
- 1.5 Unpaid balances after 30 days will result in an account hold. Unpaid balances after 60 days incur a compounded interest fee of 1.5% per month.
- 1.6 For balances that remain unpaid after 90 days, The Company reserves the right to pass personal information onto a debt collection agency. If this event occurs, any and all fees incurred by collection agencies shall be payable by The Client.
- 1.7 In the event of non-payment, any goods or services performed remain the property of The Company, and The Company reserves the right to withhold goods and services to The Client. In the event, The Client irrevocably authorizes The Company to remove any existing goods or services.
- 1.8 The Client agrees that any additional work or materials required to undertake a job that were not specifically set forth in the original quote shall be billed by The Company at its regular price, including but not limited to, hourly labour rates, services and cost of materials.

2. WARRANTIES AND RETURNS

- 2.1 All vehicle wraps and decals installed by The Company are subject to a 12-month warranty. See or request 'Scope Imagery wrap warranty information' for further information. If a warranty is claimed, the damaged materials are to be returned to The Company. To approve a claim, The Company will require the vinyl film or paneling in question, photographs of failure and proof of payment.
- 2.2 Vehicle wrap and decals warranties are void if client does not abide by the recommended maintenance steps outlined in 'Scope Imagery wrap warranty information' document, for rush/next day jobs, or if damage occurs outside of The Company's reasonable scope of control. This includes rock chips and other road accidents, scratching or denting by fault of client or third party, negligence of client, and lack of proper protection from UV.

- 2.3 The Company offers a 12-month warranty on paneling, individual decals and stickers in the unlikely event of product failure by fault of The Company. This does not include failure, damage or negligence by fault of client. For example, pressure washing materials, physical damage by client or third party, lack of cleanliness by client (i.e., excessive dirt or wildlife droppings are left on materials) or any damages caused that fall outside The Company's realm of reasonable control.
- 2.4 Products which are faulty by fault of The Company prior to leaving The Company's premises or within 48 hours of paneling installation may be returned.
- 2.5 The Company does not offer a warranty for any same day or rush jobs. This is inclusive of wraps. No other products by The Company are subject to warranty. This includes designs and concept artwork.
- 2.6 In the event that a warranty shall be claimed, or a product is damaged as described above, products will be repaired, replaced or a store credit issued. The Company does not offer a refundable cash back service.
- 2.7 It should be noted that repairs, credits, and replacements will only be made to products or installs which are poorly installed by fault of The Company or where products are differing from design proofs at a substantial level.
- 2.8 The Company will *not* issue repairs, credits, or replacements if the product is to an acceptable standard upon collection or where 3-dimensional products differ from designs proofs to a small or reasonable standard. It shall be understood by The Client that, at times, 3-dimensional materials cannot physically be matched to 2-dimensional design proof exactly.
- It should be noted that vinyl products are not the same as paint. Some faults may arise, particularly in door jams, handles, lights, and joins. At times, these faults are simply unavoidable, and clients should be aware of the differences between vinyl and paints.*
- 2.9 The Company will *not* issue repairs, credits, or replacements if the product has been subject to neglect by client. The Company does not accept liability for damage to products or substrates caused by negligence of client, lack of vehicle cleanliness, pressure washing of vinyl or lack of protection from UV.
- 2.10 In the unlikely event that materials, fixings or films fail to perform or adhere after proper use/application by The Company, The Company shall file a claim with the manufacturer of the materials. The Company will require the physical vinyl film or paneling in question, photographs of failure and proof of payment to pass onto the manufacturer. In the event the manufacturer declines the claim, The Company shall not be liable for any damages outside of The Company's reasonable scope of control.
- 2.11 All statements, recommendations or technical specifications made by The Company are based upon tests and manufacturers specifications, which are, to The Company's knowledge, factual and up-to-date. However, do not constitute a guarantee or warranty as the parameters of every client's individual needs differ.

3. CLIENT PROPERTY, INSTALLATION & REMOVAL

- 3.1 The Company does not accept liability for theft or damage to any vehicles or property caused by a third party within The Company's property at any time. In this unlikely event, liability shall fall under owners' insurance. Security footage is available in the event of theft or damage on The Company's property.
- 3.2 The Company does not accept liability for damage caused to paint or substrates surfaces which are older than 5 years. The Company will not be held liable for any poor-quality outcomes at the fault of the paint or substrate it is applied to. For example, clear coat peeling, requests for installs over existing vinyl/paintwork or chips in substrate surface.
- 3.3 In the event of any agreement between The Company and The Client requiring any handling, installation, removal, assembly or fixing takes place, that service is undertaken with the upmost care by The Company, and the appropriate OH&S precautions shall be taken. However, The Company does not accept liability for loss, damage or injury that could arise while performing that service, or there once a reasonable life-span of that product has elapsed.

- 3.4 The Company does not accept liability for any damage to substrates or vehicles, including paint, badges, door handles, guards, bumpers, aerials, mirrors, or lights to vehicles owned by client or a third party once the substrate or vehicle leaves The Company's premises.
- 3.5 The Client shall be responsible for arranging jump-starts/repairs/towing in the event that their vehicle does not start while on The Company's premises.
- 3.6 **The Client** acknowledges that The Company has the right to make permanent alterations to The Clients or a third party's property by request of The Client and in requesting alterations, The Client acknowledges that they hold a responsibility to have gained the appropriate permissions for The Company to do so. If The Client does not obtain the appropriate permissions by the governing bodies of that property, The Client shall take responsibility for repair works or costs incurred due to alterations made by The Company.
- 3.7 In the event that alterations are made to The Clients or a third parties' property by The Company, The Company shall not be liable for any costs incurred due to damage to walls, floors, ceilings/roofs, desks or any other substrates/property. The Client understands that during installations/removals, it is their responsibility to inform The Company of any concealed pipes, wiring, or any known hazards which may affect the installation/removal of materials or the safety of any individuals.
- 3.8 In the event of an on-site installation/removal, The Client shall be responsible for providing the adequate services for the requests to be undertaken. This includes access to shade, power, water, and in some instances, temperature-controlled climate or A/C.
- 3.9 The Client shall take reasonable measure to ensure that The Company can safely perform removals and installations. This includes removing any blockages or items in the working area, locking animals away, and informing The Company of any potential risks/damages on the property/vehicle/substrate in advance of the agreed installation time.
- 3.10 The Company requests that in the case of vehicle wrapping, installation is performed on The Company's premises wherever possible. If this is impossible, The Company reserves the right to charge a 'call-out' fee.
- 3.11 The Client will ensure that wherever The Company performs installations on The Client or a third parties' property, adequate toilet and washing facilities are provided.
- 3.12 The Client shall be responsible for advising clear and specific instructions for installation/removal location in advance of the agreed time. If The Client fails to specify correctly, The Company shall install/remove materials to the best of their ability and knowledge. If changes to installations/removals are required due to lack of instruction on The Client's behalf, The Client shall be liable for any expenses incurred.
- 3.13 In the event that The Client requests a signage removal service, The Client understands that they are responsible for disposing existing materials, and if The Company is required to dispose of materials, costs may be passed on to The Client.
- 3.14 In the event that The Client requests a wrap removal service, The Company shall not accept liability for damages caused to vehicle panels or paint, particularly on vehicles which are weathered, oxidized/rusted or have paint that is 5+ years old.

4. DELIVERY AND PICK-UP

- 4.1 The Company offers a delivery service for products other than vehicles at clients' expense. Any special and/or additional fees/charges incurred for delivery or courier shall be paid by The Client.
- 4.2 The Company does not accept liability for damage to any products where damage was incurred by a third party in transit, including for damage, loss or delays. Freight insurance shall not be arranged by The Company, unless expressly requested by The Client.
- 4.3 Should The Client not be in attendance at the address of delivery when the delivery is attempted, within regular business hours, additional fees may be passed onto The Client. If the goods have been authorised to be left, The Company will not be liable for theft or damages to the product.
- 4.4 The Company does *not* offer a pick-up or drop-off service for vehicles. Vehicles must be dropped off and collected by client in a timely manner, or The Company can arrange a towing service at The Client's expense. A 5-speed courtesy vehicle is available for clients who may require it. See or request 'Courtesy Vehicle Terms of Use' document for further information.

- 4.5 Vehicles that must be operated or moved and require a specific or non-standard driver's license will be required to do so by The Client at The Company's request. The Company and its employees may refuse to perform work if operation of vehicle is deemed risky, unsafe or unlawful.

5. RUSH ORDERS & CUSTOMER SUPPLIED PRODUCTS

- 5.1 In the event of same day/next day/rush orders, The Company reserves the right to charge a rush fee.

5.2 Failure of same day/next day/rush order products shall not be repaired at the expense of The Company if the product fails to perform. The Company acknowledges that without adequate time to prepare orders, the lifespan of the product may be shortened, and the quality of the product may be lower than The Company's usual standard.

5.3 In the event that The Client chooses to supply their own products for The Company to install, The Client understands that it is their responsibility to choose the product best suited to the substrate or vehicle it is being installed to. The Client understands that this research is their own responsibility and if chosen incorrectly, The Client carries liability for damage of products, substrates/vehicle and replacement of materials.

5.4 In the event that The Client chooses to supply their own products for The Company to install, The Client acknowledges that selection of incompatible materials or products may result in the material or product becoming unusable in the future. Expenses incurred for replacements of these products or materials shall be at the expense of The Client.

6. JOB CANCELLATION & VARIATION

6.1 The Company does not accept liability for job cancellations by decision of client. Any design time, materials prepared or labour time at the point of cancellation will be held at the expense of client. Any deposit amounts paid will not be refunded or credited.

6.2 The Company reserves the right to charge additional costs if The Client requests amendments to the original design proof or alters the vehicle or substrate.

6.3 In the case of design only jobs, if The Client does not respond within 30 days of providing concept artwork, this artwork will be deemed the final artwork and will be billed to The Client as such.

6.4 If The Client makes revisions to artwork after an install or completed date has been set, delays on goods or services may occur.

6.5 In the case of installations, The Client is required to provide 2 business days' notice for cancellation or rescheduling, or additional charges will be incurred. If The Client does not provide 2 business days' notice, The Company shall, at their discretion charge up to a total of AUD 500, to cover lost wages for each instance of failure to provide sufficient notice.

6.6 The Company will not tolerate abusive or inappropriate behaviors of any kind and The Company reserves the right to refuse service for any reason.

7. DESIGN, ARTWORK, CONCEPT PROOF, COPYRIGHT & INTELLECTUAL PROPERTY

7.1 All concept artwork is property of The Company unless paid in full or subject to licensing agreement.

7.2 Liability for any costs incurred due to change of mind in design, sizing, quantities, spelling, grammar, illustrations, images, colours or fine details by client after approval of concept artwork shall be the responsibility of The Client. If changes to artwork are requested by The Client after artwork approval is made, any reprint of materials or incurred shall be produced at the expense of The Client.

7.3 The Client holds a responsibility to supply the relevant style guides, PMS, RGB or CMYK colour codes wherever possible to ensure consistency in branding.

- 7.4 The Client shall provide high-quality vector files whenever supplying artwork. If low-quality, corrupted or pixel-based artwork is provided by The Client, any reprint of materials incurred shall be reproduced at the expense of The Client.
- 7.5 Concept artwork is strictly separate to any physical products offered by The Company and are not the property of The Client, even when signs, wraps or web designs are purchased in full.
- 7.6 Payment for concept artwork must be requested if The Client wishes to own the concept or if the concept is to be used elsewhere in The Clients branding or physical signage. *For example, if a wrap is purchased in full, the design concept and artwork remain the property of The Company unless paid for separately by The Client, and concept must not be used in other branding without full payment or permission by The Company's management.*
- 7.7 Concept artwork includes artwork, ideas or stylistic design created by any employee within The Company or its affiliates. Concept artwork includes, but is not limited to logos, symbols, composition, wrap designs, paneling designs, imagery and stylistic design created by The Company.
- 7.8 In the event that artwork is supplied by The Client, The Client shall be responsible for obtaining permission to use all copyright or trademarked logos, symbols and/or images within the artwork; or the ensure that the artwork has been created originally by The Client.
- 7.9 Any unauthorized use or exploitation of concept artwork is an infringement of the Copyright Act 1968 (Cth). Should you wish to adapt or recreate any concept artwork created by The Company, please contact one of the following:

Scope Imagery

Zac 0405 803 136 – zac@scopeimagery.com.au

Paige 0459 600 094 – accounts@scopeimagery.com.au

Further information about Australian Intellectual Property law can be found here: <https://www.ipaustralia.gov.au/about-us/ip-legislation-in-australia>

8. VEHICLE WRAPPING

- 8.1 Prior to vehicle wrapping, The Client holds a responsibility to present the vehicle to an acceptable standard of cleanliness. Any excessive dirt, road grime, glue, existing graphics or other materials that must be removed prior to install shall be removed at the cost of The Client. The Client shall also be held liable for costs where sanding, buffing or polishing of vehicles surface is required to fulfill The Clients request to an acceptable level of installation quality.
- 8.2 Following section 8.1, The Client understands that standard preparation of vehicles by The Company does not include paint repairs, removal of dents, scrapes or scuffs, or removal of excessive dirt, road grime, glue, existing graphics or other materials.
- 8.3 The Client acknowledges that vehicles (or any substrate) which have been painted within 48 hours prior to installation date materials may fail to perform, have a shortened life-span or be refused install by The Company and any charges incurred by this will be payable by The Client.
- 8.4 The Client acknowledges that if The Clients' vehicle arrives with wax on the surface, install may be refused by The Company, materials may fail to perform, or have a shortened life-span.
- 8.5 The Client acknowledges that requests for removal/installation to weathered, oxidized/rusted or 5+ year old paint will likely result in damage to the paint or vehicle, and materials installed may fail to perform, have a shortened life-span or be refused install by The Company.
- 8.6 In the event that wrap artwork falls over badges or existing graphics, removal will be undertaken by The Company, using care to the best of their ability. However, The Company shall not accept liability for costs incurred by replacement of badges or graphics, or remedial work to paint beneath or around badge or graphic placement, particularly on older vehicles.

8.7 Vehicles with wraps in progress may require overnight storage on The Company's premises which shall not be charged to The Client. If The Client does not pick-up their vehicle in a timely manner upon completion of wrap, The Company reserves the right to charge a storage fee.

8.8 *It is understood by The Client that vinyl products are not the same as paint. Some faults may arise, particularly in door jams, handles, lights, and joins. At times, joins, patches, seams and changes may be present in the vinyl film. In some cases, these faults are simply unavoidable due to the contours and irregularities of each vehicle, and clients should be aware of the differences between vinyl and paints.*

9. SERVERABILITY

9.1 In the event of a portion of these terms & conditions being breached, all other sections shall remain in full force, and possess a legally binding nature upon the parties.

9.2 If The Company does not act in relation to a breach of The Company's terms & conditions by The Client immediately, that does not waive their right to act on the breach in the future, or to act on breaches with respect to similar breaches that may reoccur.