

DISCLAIMER

ESTIMATES:

Estimates are based on job specification information provided by the client and current material costs. Pricing and schedule are subject to change upon receipt of artwork and approval of estimate. Pricing is good for seven days from the date of the quotation and does not include packaging or courier charges. Estimates are contingent upon strikes, accidents, fire, availability of materials and all other causes beyond our control.

PAYMENT TERMS:

A 50% deposit is required at time of order or when booking in a vehicle or when ordering vinyl decals. The balance is due before the job/vehicle leaves our building payment is due when invoices are received unless credit terms have been extended in writing by an authorized representative of IM Design Factory (Pty) Ltd. Deposits are not refundable.

After 30 days, unpaid invoices are past due and all present and future jobs may be put on hold until the old balance is paid. After 60 days, the account is considered delinquent and may be placed in collections. Balances unpaid after 60 days will incur interest at the rate of 1.5% per month. Expenses incidental to collection including: court costs, fees, expenses and reasonable attorney(s) fees will also be charged to any account placed with our collection service. Clients shall identify to IM Design Factory (Pty) Ltd in writing any dispute concerning an invoice within ten days of the date of the invoice. If disputes are not identified in writing, the client has accepted the invoice. Clients must return to IM Design Factory (Pty) Ltd any and all work in dispute, accompanied by written explanation. After investigation, errors on our behalf will either be corrected or credited to the client's account.

DELIVERY & COLLECTION:

We prefer the client to pick up their own jobs. We do, however offer delivery by our driver or courier services for a nominal additional fee

RETURNS:

All of the products offered by IM Design Factory (Pty) Ltd are custom made projects that are not refundable. If the client has a concern with the job, the client must contact IM Design Factory (Pty) Ltd in writing before proceeding with any charge backs or credit returns. IM Design Factory (Pty) Ltd will be given the opportunity to correct and resolve any disputes within 30 days by fixing the disputed project. Since all jobs are custom products, IM Design Factory (Pty) Ltd must be given the opportunity to reprint or reinstall any job, before the client issues any returns.

Once the job is printed, delivered and or installed all contracts are final and no monetary refunds can be issued.

JOB CANCELLATION & ERRORS:

If the client cancels the order before its completion, the client shall be responsible for the cost of any proofs, artwork, materials re-stocking and work performed until cancellation notice is received in writing. In addition, IM Design Factory (Pty) Ltd reserves the right to charge a 25% cancellation charge in addition to the actual charges to cover un-billed internal costs including scheduling, client communications and resources utilized. IM Design Factory (Pty) Ltd will not be held responsible for errors in work after final client Approval or neglect of final approval. No claims will be honored after 24 hours of receipt of any completed and delivered work. Verbal orders will be accepted, but IM Design Factory (Pty) Ltd will not be responsible for any verbal mistakes. IM Design Factory (Pty) Ltd will not accept responsibility for the inaccuracies in verbal orders by the customer. It is the client's responsibility to put everything in writing to avoid mis-communication and mistakes.

LIMITATION OF LIABILITY & CONFIDENTIALITY:

IM Design Factory (Pty) Ltd will not be responsible in any way for any materials supplied by the client. Original artwork is left at the client's risk and is not subject to replacement. IM Design Factory (Pty) Ltd will not assume liability for damaged or lost files.

PROJECT START TIME, SUBSTRATES & INSTALLATION:

The start time of any project does not begin until all of the support files and items related to completion of the job are in house and the client approves the artwork. Ultimately, the client accepts full responsibility for determining if said purchased item will perform to their requirements on the substrate(s) to which they are applied.

TRADEMARKS & COPYRIGHTS:

Reproduction in any form, of copyrighted materials without prior permission of IM Design Factory (Pty) Ltd is illegal. It is the responsibility of the client to obtain said permission. IM Design Factory (Pty) Ltd is in no way responsible for obtaining permission and assumes that the client has obtained permission before the work is submitted.

DESIGN & PRINTING:

Final Approved designs will become the property of the client once the job is completed and paid for. IM Design Factory (Pty) Ltd will save your file and it will be made available at your request. All other designs, and materials used to create the design will remain the property of IM Design Factory (Pty) Ltd. Artwork will only be stored for one year. Any design fees associated with re-creating the clients design due to the client not requesting design files will be charged to the client.

IM Design Factory (Pty) Ltd will not be held responsible for any design layouts provided by the client. Artwork should be print-ready.

There will be a design fee for any changes made to client supplied art or layout. Design fee is R685.00 ex vat per hour.

ADDITIONAL COLOR MATCHING AND DESIGN:

If the Client's files exceed the determined file set-up fee included in quoted price of project, charges will be based on a rate of R685 ex vat/hour. The Client will be notified of this charge prior to work being started and we require client authorization before proceeding. If IM Design Factory (Pty) Ltd is creating original artwork, design will be billed at a rate of R685 ex vat/hour. Colour matching charges are R1250 ex vat per hour. Due to the nature of both screen and digital printing, we cannot match PMS colors exactly and give no guarantees to precise color matches.

It is the responsibility of the client to provide or purchase quality high resolution pictures for large format printing. IM Design (Pty) Ltd will not be held responsible for low resolution images provided by the client for printing. If IM Design Factory (Pty) Ltd purchases high-res stock images, clients will be billed accordingly.

PORTFOLIO:

IM Design Factory (Pty) Ltd may, at its sole discretion, use images of completed work and/or refer to client in IM Design Factory (Pty) Ltd portfolio and any other marketing materials.

VEHICLE WRAP

Additional Terms, Conditions and Warranty Disclaimer: INSTALLATIONS: IM Design Factory (Pty) Ltd only guarantees final prints that are designed and set up by IM Design Factory (Pty) Ltd. IM Design Factory (Pty) Ltd reserves the right to VOID the warranty on any same day print and install jobs or any Rush Jobs. IM Design Factory (Pty) Ltd disclaims all warranties on busses, planes, trains, RVs, custom vehicles and vehicles with OEM paint that is more 6 years old. If we are asked to cover existing vinyl decals, we cannot be liable for any damage caused during the installation or removal process to these decals.

A Wrap is not paint. There may be extreme curves, deep channels and moldings on the vehicle that the vinyl will not be able to conform to. In some small areas you will see evidence of the original color of the vehicle. These may be small areas such as around door handles and the edges of the lights on the vehicles. A vehicle wrap is made by applying 1370mm vertical panels of vinyl. There will be 25mm seams where the panels meet. On a complex design with many matching points, IM Design Factory cannot guarantee that the graphics will match 100% alignment due to extreme complex curves on the vehicle. A 5% margin is considered acceptable on large outdoor advertising projects.

Mock-ups/proofs are created on a flat/2d surface and viewed at a relatively tiny size on computer screens and/or printed paper. In cases of curves, handles, deep grooves, rubber moldings/trim, on-the-spot adjustments may be made by the installer to assure maximum readability or alignment. In many cases there are slight differences between the printed flat paper proof and the 3 dimensional curved vehicle wrap. This can vary up to several millimeters. This is normal and the wrap needs to be designed with this in mind.

It is not reasonable to expect printed vinyl wrap to cover and look exactly like paint or in all the same places look exactly the same. A piece of vinyl has limits and can only stretch so much before it changes color. In some cases, a relief cut may have to be made into the vinyl that will reveal a small amount of the original vehicles paint color under the vinyl. In some cases a patch needs to be installed to conceal vehicles original color. It is the only option. Areas under door handles, mirrors, behind gas caps, and inside door frames will not be wrapped. If we wrap Extreme curved surfaces such as mirrors and bumpers they may reveal the original paint color at the tight edges of the wrap. It has more to do with material limitations and not install quality. IM Design Factory (Pty) Ltd cannot warranty those areas with extreme curves. It is the sole risk of the client if they choose wrap mirrors or other very tight curves. IM Design Factory (Pty) Ltd will make the client aware of these areas before we begin the design.

If we are installing at the client's nominated location, suitable conditions must exist. Vehicles need to be indoors, in a clean, dust free temperature controlled environment, with a power supply and good quality lighting with a minimum of 2 meters working space around the entire vehicle. If in the opinion of the installer on site, conditions are not suitable for a high quality install of the wrap, the vehicle will be required to go to one of our nominated install locations.

Wraps are self-adhesive vinyl that will only adhere well to catalyzed vehicle paint and glass. Poor surface paint or clear coats will not allow the vinyl adhesive to stick properly and the adhesive may fail. It is the responsibility of the vehicle owner to bring in a vehicle that is ready to be wrapped. Extreme curves and deep pockets may exceed the limits of how far the material can stretch. Again this is not paint it is a special pressure sensitive vinyl material. Vehicles are not at exact right angle curves. They maintain lines that are not 100% parallel to the ground. Due to this fact the graphics that are 2D printed graphics will not be at the exact same angle of the vehicle lines once the wrap is installed onto the 3D vehicle surface.

Due to the limitations and the sensitivity of the various substrates, it is impossible to reproduce all colors accurately. Therefore, in the absence of a representative from your company to select the appropriate color sample, reproduction will be at our discretion. When we wrap over existing vinyl strips or letters, the new wrap is so thin on top that there will be evidence that there is old vinyl underneath the new vinyl. IM Design Factory (Pty) Ltd will not be held responsible for any damage, void of vehicle warranty or anything caused through the application of the vinyl products. IM Design Factory (Pty) Ltd is not liable if during the installation of a wrap the clear coat of the car begins to peel off. Original painted vehicles should not have any problems with the clear coat peeling off.

The application process in many cases takes no longer than a day or two for full wraps and partial wraps can be done within one day, depending on the time of day the vehicle is brought to IM Design Factory (Pty) Ltd. It is not a good idea to rush the install process as many things can go wrong. IM Design Factory (Pty) Ltd reserves the right to take an additional day for any issues that may arise during the install.

IM Design Factory (Pty) Ltd prefers to use our facility for installation. If client elects to have installation performed at their location, IM Design Factory (Pty) Ltd will not be held liable for any issues related to improper install conditions such as temperature or dust.

The vinyl that is applied to original vehicle paint is warranted against adhesive failure and image quality for up to three years. The window perforated material is warranted for up to six months. IM Design Factory (Pty) Ltd does not warranty any material that we do not install.

REMOVALS:

All removals are quoted separately. Wrap removal can be very time consuming. We charge by the hour for the labor. IM Design Factory (Pty) Ltd will not be responsible for any paint, clear coat, or existing striping damage when we do a removal.

We cannot be responsible for damage to paintwork when the vinyl is removed, and would not advise application on a re-sprayed surface, or poor quality/rusted paintwork. It is the duty and responsibility of the owner of the vehicles to ensure suitability of the existing surface before it is wrapped.

WARRANTY & MATERIALS:

IM Design Factory (Pty) Ltd offers a one-year warranty on the installation and one-year on the material applied to the windows. No warranty on horizontal direct sun exposure such as hoods, roofs, and/or deck lids. Any surface with less than a 10 degree slope will not be warranted. The wrap warranty will depend upon the customer's care of the vehicle and the outdoor/geographic conditions. We recommend hand washing only. Avoid high pressure and power washing. Also avoid harsh chemicals of any kind as they can deteriorate the laminate on the vinyl adhesive. Sweeping or brushing off the windows with a soft broom and the use of a rear defroster will not damage your window wrap. There are specially designed products to clean and polish vinyl graphics if needed. Please wait at least 3 weeks before washing your vehicle once applied.

AGREEMENT:

This agreement constitutes the entire agreement between the parties and will supersede all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of this agreement. This agreement may not be varied other than in writing, executed by the duly authorized representatives of both parties. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on Client's formal order, will not be binding. Client acknowledges that Client has read, understands and hereby agrees and accepts these prices, fees, charges, use of images, specification and conditions stated herein and authorizes IM Design Factory (Pty) Ltd to perform all work as specified. Client has also been presented with, has read and understands the color matching criteria and has selected the appropriate method for the design. Client understands that Designer Wraps cannot guarantee the quality of any artwork that is not set-up by Designer Wraps.

Thank you for taking the time to review all the situation variables that can potentially be encountered when working with vehicle wrap jobs. The proper care, maintenance & precautions of your vehicle wrap will allow for years of great looking advertising on your vehicle for everyone to enjoy. Please feel free to contact us if you have any concerns or are unclear on any of the above mentioned vehicle wrap disclaimers. We will gladly assist you with answers or to help explain anything you do not clearly understand about our vehicle wrap design, manufacture & installation service.

We reserve the right to refuse services to anyone.