

Terms & Conditions

1. Quotations

1. All quotations are valid for 30 days from the date of the quotation and are subject to change thereafter.
2. Upon acceptance of the quotation, the client enters into a contract of sale, and agrees to all associated terms and conditions (as outlined below).
3. Prices quoted are based on current production costs. DNA Signs and Graphics will provide a quotation based on the highest quality materials and workmanship. At the client's request DNA Signs and Graphics can offer a less expensive options where available, however the client should be aware that quality may be affected.
4. Product details will be provided within the quotation. By accepting the quotation the client agrees that changes to the quantities, product specifications and/or finalised artwork proofs will incur additional costs.
5. In the case where an estimate only can be given prior to commencing work, this will be identified on the quote and therefore the quoted price is subject to change and the client will be invoiced accordingly. Where possible DNA Signs and Graphics will attempt to liaise with the client regularly regarding any issues. However, the client is bound to accept the invoiced price which will be calculated on completion and accepts that this price is not subject to negotiation.
6. DNA Signs and Graphics is not bound to honour any verbal quotations or estimates, all quotations must be in writing and are subject to the above.
7. Extras such as laminating and anti-graffiti coating are not automatically included in quotations. They can be included at the client's request, and when included will be specifically mentioned in the detail of the quotation.
8. In projects where sign installation requires digging into the ground, and rock is found to be present, additional costs to continue digging or drilling will be charged to the client.
9. After Hours Charge. Some projects may require sign installation outside of working hours (due to access issues or council requirements). In this situation, an additional charge to cover staff wages etc. will need to be applied.

2. Site Surveys

1. In some cases, a pre-quote site survey will need to be carried out – this will provide DNA Signs and Graphics with the necessary

information to accurately provide a full quotation. In this situation, the client will be charged a set fee to cover the costs of completing the site survey.

2. Where a staff member or representative of DNA Signs and Graphics has completed the site survey and taken specific measurements, DNA Signs and Graphics will assume responsibility for the accuracy of the measurements. Conversely, where measurements have been provided to us by the client are found to be inaccurate, any additional charges associated with re-printing / re-installation will be passed onto the client.

3. Expedited Delivery

1. Where a customer has requested for an expedited delivery/turnaround for goods, the customer acknowledges that this may increase the likelihood of defects. DNA Signs and Graphics will use reasonable efforts to avoid defects but will not be liable for defects arising because of urgent delivery.
2. Delivery for expedited goods will attract increased charges to cover overtime work or other additional costs incurred as a result of any requirement for urgent turnaround. If the client requires confirmation of this loading prior to approving the quotation the client can request this information, otherwise the charge will be added to the invoice.

4. Cancellations/Suspension of Work

1. Orders cannot be canceled except upon terms, which compensate DNA Signs and Graphics for all work done, materials used or specially acquired to complete the order, to the date of the cancellation.
2. The suspension by the customer of any work, for any reason whatsoever, for a period of thirty (30) days, entitles DNA Signs and Graphics to payment in full for the work completed up to the suspension date.

5. Payment

1. Once the work is completed DNA Signs and Graphics will invoice the customer for the quoted price plus any additional charges referred to above.
2. All invoices shall be paid C.O.D. or prepaid as per the terms stated on the quotation unless prior arrangements are agreed to in writing with DNA Signs and Graphics and authorised by the Director of DNA Signs and Graphics. The following payment options are available: Cash
Cheque (Subject to prior approval)
Credit Card (MasterCard or Visa only; Payments can be made over

the phone)

Debit Card/EFTPOS

Direct Deposit (Bank details are provided on invoice or on request; Remittance Advice must be provided)

3. If a client defaults without communication to DNA Signs and Graphics, the account holder agrees to undertake a late payment fee of 3% per month on any outstanding amounts. If invoice or account is still outstanding after 90 days, it will be forwarded to the solicitors for DNA Signs and Graphics for legal action and all costs incurred by DNA Signs and Graphics, including legal fees, will be payable by the client. Acceptance of a quotation constitutes agreement to this.
4. Until the buyer has paid all monies owed to DNA Signs and Graphics then ownership of all goods supplied by DNA Signs and Graphics to the Buyer under this contract or otherwise remains with DNA Signs and Graphics.

6. Risk

1. The goods are at the risk of DNA Signs and Graphics until delivered to the customer by DNA Signs and Graphics at its premises or installed.
2. DNA Signs and Graphics shall not be liable for insurance, freight or loss or damage to goods in transit incurred in delivery.
3. Notwithstanding anything in this clause, risk in the material passes to the Buyer upon delivery of the material by DNA Signs and Graphics to the Buyer, its employees or agents.

7. Liability

1. To the fullest extent permitted by law, except as provided herein, DNA Signs and Graphics shall not be liable to the customer in contract or tort for any loss or damage or for consequential loss or damage of any kind arising out of the supply of the goods and/or services, or arising out of DNA Signs and Graphics' negligence, or in any way whatsoever.
2. DNA Signs and Graphics will not be liable to the customer for loss, howsoever caused, of any data stored on disks, tapes, compact disks or other media supplied by the customer to DNA Signs and Graphics or for any damage, loss or destruction of any property of the customer unless the loss or damage has been caused by the failure of DNA Signs and Graphics to exercise due care and skill in handling or storing such property.
3. Force Majeure. DNA Signs and Graphics will not be liable for any loss, damage or expense suffered or incurred by the customer where such loss is occasioned by any cause beyond DNA Signs and

Graphics' reasonable control, including and without limiting the generality of the foregoing by war, insurrection, terrorism, fires, floods, strikes, lockouts, delays in transport, breakdowns in machinery, the inability or failure of a supplier to supply necessary materials, or prohibitions or other action by any government or semi-government authority, or embargoes.

4. Delivery. The delivery terms are estimates only. DNA Signs and Graphics will not be liable for any loss, damage or delay suffered by the customer because of late or non-delivery of goods or services.

8. Returns and Warranties

1. Returns will only be accepted if goods are not supplied as per order or at an unreasonable quality. Returns/Claims must be reported in writing within 7 days of pickup/delivery, and no claims will be accepted after this time, unless otherwise stated.
2. General Warranty. DNA Signs and Graphics will provide a one (1) year limited warranty to the original purchaser covering defects in materials and workmanship. DNA Signs and Graphics must be notified in writing within one (1) year of the delivery date. DNA Signs and Graphics will determine if the product is faulty. Warranty does not cover vandalism, misuse and alterations made by the customer. Warranty is limited to the cost of the product only.
3. Vehicle Signage Warranty. For this warranty to be valid for vehicle signage, client must return the signed vehicle for a check up within 2 weeks of delivery date

9. Price Match Guarantee

1. We will match or beat a quoted price if we are able to verify the competitor's price and that the competitor's offer is current, and has not expired.
2. DNA Signs and Graphics reserves the right not to sell at or below our cost price.
3. Items quoted must be identical.
4. Items quoted cannot be part of any promotions, bundling or discontinued lines.

10. Indemnity

1. The customer agrees to indemnify and keep indemnified DNA Signs and Graphics, its owners, directors and employees against any action, and must pay the amount of all losses, liabilities, costs (including legal costs) expenses and damages incurred or arising in connection with:
 1. incorrect information used on any product designed or supplied to DNA Signs and Graphics.

2. trademark infringements
3. any act or omission of the customer, its staff, advisors or contractors and any claim brought by any person in relation to such act or omission.

11. Confidentiality

1. The customer must keep confidential and must not (without written consent from DNA Signs and Graphics) use any ideas, systems or processes communicated or made available by DNA Signs and Graphics to the customer.

12. Goods and Services Tax

1. The customer will be liable for any goods and services tax payable on the supply of goods and/or services by DNA Signs and Graphics to the customer.

13. Installation Sites

1. Unless identified in the quote the customer is responsible to obtaining approval and access to sites for any installation or repair work being carried out by DNA Signs and Graphics.
2. Unless identified in the quote, the customer is responsible for obtaining from council or main roads approvals and any other relevant bodies.
3. If signs are required to be removed or onsite delays to the work being carried out caused by the failure of client to make arrangements regarding site access (with third parties) council approvals or any other matter will incur additional charges for which the client is responsible. No action will be taken until a purchase order has been received by DNA Signs and Graphics, and payment terms are agreed on a case by case basis.

14. Artwork

1. No charges are incurred if artwork files are supplied in acceptable print ready format. Please refer to the Artwork Specifications (below) to ensure the proper format is supplied.
2. All artwork provided to DNA Signs and Graphics must be an original copy. DNA Signs and Graphics accept no responsibility for the loss of original artwork files.
3. Customers requiring new artwork can utilize our in-house design service to assist with the setup and/or design of their artwork. Fees for this service are charged at a fixed or hourly rate depending on the project. This information will be specified on the quotation.
4. When proofing artwork electronically, colours seen onscreen should not be considered a 100% accurate representation of the final printed product. It is also the responsibility of the customer to double check that all information and details displayed in the

artwork are correct. The cost of alteration and reprinting will be charged to the customer.

5. Acceptance of the quotation is based on the understanding that variations to the finalised artwork proof will incur additional costs. These costs will be based upon the quantity and complexity of the changes.
6. For specific colour matching or use of a specific PMS colour an additional fee of \$35.00 will be charged. DNA Signs and Graphics provides a selection of common colours only and purchasers should be aware they may vary slightly depending on the type of material used.
7. Any artwork provided to a customer remains the property of DNA Signs and Graphics until payment in full has been received. Digital or physical reproduction of said artwork without written permission (for purposes other than proofing) is not permitted and is an infringement of copyright law.
8. Finished artwork is to be supplied in print-ready EPS or PDF format, with all fonts converted to outlines. Customers providing artwork in any format other than this will be charged artwork fees in order to prepare the file/s for print.
9. DNA Signs and Graphics will not be held responsible for any errors or omissions in artwork if the client has not provided written artwork approval prior to production, or if they have instructed DNA Signs and Graphics either verbally or in writing to proceed without providing such written confirmation.
10. The client takes full responsibility to check all artwork proofs carefully and to notify DNA Signs and Graphics of any changes required to the artwork prior to production.

15. Production Time Frames

1. Wherever possible DNA Signs and Graphics will adhere to any agreed time frames for the supply and/or installation of signage notwithstanding any acts beyond the control of DNA Signs and Graphics, or in the case whereby the client doesn't fulfill their obligations in a timely manner to allow DNA Signs and Graphics to meet production deadlines. This includes but is not limited to, providing written approval of the quotation, payment of deposit, supply of artwork or artwork approvals within production deadlines specified by DNA Signs and Graphics, arranging site access etc.

Terms and Conditions are correct at time of publication (01-03-2018) and are subject to change