

GENERAL TERMS AND CONDITIONS



1. Condition of Vehicles for Wrap Installation. The Customer agrees to have the vehicle/s delivered for wrap installation at customer's sole costs and expense, damage free, washed, and dried and in a ready to install condition. The Customer will advise if the vehicle/s have been freshly painted. The Customer acknowledges that old paint can oxidise and may require buffing before product is applied and that a charge will be made if the vehicle is not ready for the wrap installation. The customer acknowledges that some damage to existing paint can occur on the removal of the wrap, particularly if the vehicle has had panel repairs in the past. The customer accepts that *Branded Kiwi Limited* is not responsible for this damage.

2. Artwork. *Branded Kiwi Limited* is not responsible for errors in spelling, colour, or design in regards to any and all artwork supplied or submitted by the Customer. It is assumed that all artwork submitted to *Branded Kiwi Limited* by the Customer has been approved by Customer prior to submission and is production ready. All artwork created by *Branded Kiwi Limited* will be submitted to the Customer via a digital proof for approval prior to application. Prior to any printing all digital proofs must be approved by signature and returned to *Branded Kiwi Limited* via mail or email. Additional fees will apply for art designed and provided by *Branded Kiwi Limited*.

3. Digital Media Guidelines. When requesting digital graphics, *Branded Kiwi Limited* asks that you use the following guidelines before sending us any art via email or disk. 1) Resolution should be at least 100 dpi resolution or higher at actual size. 2) Outline all fonts/type (convert to paths). 3) No linked files 4) Types of files we accept are: JPEG (preferred), PSD Adobe Photoshop, AI Adobe Illustrator, EPS, TIFF and PDF. 5) Large prints will be tiled to achieve the best usage on 60" wide material unless specified by customer.

4. Appearance and Alterations. The Customer acknowledges and understands that the product purchased is a vehicle wrap. It is also understood that, unlike a paint job on a vehicle, there can and will be seams, and patches that may be necessary to cover entire vehicle and its contours and irregularities. It is also acknowledged and understood that upon approval of final graphic proofs, some changes to the finalised artwork may be necessary at time of installation to allow the vehicle wrap to fit the vehicle's shape. The Customer authorises *Branded Kiwi Limited* to make such necessary changes.

5. Pickup of Completed Vehicles. Customer shall pick up and take delivery of any vehicle when the wrap installation has been completed at its sole costs and expense. Customer shall bear all risk of loss for any vehicle after completion of the wrap installation. Any vehicle not picked up after completion will be subject to an additional charge and storage fees.

6. Cancellations. Any cancellations will be subject to production fees, material costs and loss of 25% deposit. *Branded Kiwi Limited* will reschedule appointments for a future installation date without an extra cost.

7. Indemnity by Customer. The Customer agrees to indemnify and hold *Branded Kiwi Limited* harmless from any and all claims, causes of action or damages caused by the Customer and/or its agents or subcontractors including reimbursement of legal fees and costs. The Customer acknowledges and understands that the wrap installation may require the removal of fittings and that chemicals, heat guns and sharp tools are utilised in the installation process and that minor evidence of this fact may be evident after installation. *Branded Kiwi Limited* cannot accept responsibility for consequential damages or loss of any kind resulting from the sale, installation, or delivery of the vehicle wrap service.

8. Severability. In the event any portion of a provision of this agreement is deemed to be invalid or unlawful, the remainder of such provision and all other provisions shall remain in full force and effect and binding upon the parties.

9. Integration and Amendments. These Terms and Conditions constitute the base understanding of the parties. The parties agree that there are no other agreements or understandings by and between them except as reflected and memorialised in this agreement and that they are not relying upon any other oral statement or understanding outside of this agreement to enter into same. This agreement cannot be modified or amended unless agreed to in a writing signed by the parties.

10. Warranty. Technical specifications, recommendations and all other statements about the vinyl films used by *Branded Kiwi Limited* are based upon tests believed to be factual but do not constitute a guarantee or warranty. All vinyl films are supplied with the understanding that the Customer will use the vinyl films for the intended purposes in which they, (the films) were manufactured for following the given parameters of each product. Should the vinyl film fail to perform or adhere correctly after specified proper use and application *Branded Kiwi Limited* shall file a claim with the manufacturer of the vinyl for the defective material. No additional warranties and implied warranties other than those stated above or prescribed by statute shall apply to any vinyl films sold or installed by *Branded Kiwi Limited* specifically disclaims and excludes all other warranties.

11. Payment. Unless credit terms have been applied for and granted by *Branded Kiwi Limited*, a 50% deposit with the order confirmation, prior to printing, must be paid with the balance to be paid prior to collection or upon delivery of the vehicle.

If credit is extended, payment is required within 30 days from invoice date; unpaid invoices are considered Past Due after 30 days have elapsed. After 60 days, the account is marked delinquent and may be placed with our collection service. Balances unpaid after 60 days will be charged interest at the rate of 1.5% per month. Additionally, expenses incidental to collection including; all court costs, fees, expenses and legal costs will also be charged to any account placed with our collection service. The Customer acknowledges and accepts these payment terms.

The Customer shall identify to *Branded Kiwi Limited* in writing any dispute concerning an invoice within ten days of the date of the invoice. If disputes are not identified in writing, the Customer has accepted the invoice. The Customer must return to *Branded Kiwi Limited* 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.

11. Wrap Aftercare. The Customer acknowledges and understands that the vehicle should not be washed for a minimum of 14 days after the installation and then it may be hand washed only. Under no circumstances should pressure jet washing or steam cleaning be used to clean the vehicle one the installation has been performed as this will decrease the lifespan of your wrap.

Signed: _____

Print Name: _____

Date: _____