



Terms And Conditions

vs 2 (February 2012)

1. GENERAL

- a. The Terms and Conditions contained herein are the exclusive terms and conditions for business transactions with IQ Signage Projects Ltd., (hereafter referred to as "IQ"). Any person or entity that enters in to a business transaction with IQ will be referred to as the Client.
- b. The Client, by submitting any order request with IQ, agrees to the terms and conditions of business set forth herein and acknowledges that the Client has read and understands the same.

2. ORDERING + PAYMENT

- a. All prices quoted are exclusive of VAT @ 23%
- b. Unless otherwise stated, Payment terms: 14 days from date of invoice, via Cheque or Bank Transfer
- c. IQ offers a 7 working day turnaround on most projects from acceptance of correct artwork and approval thereof by the Client prior to going to print.
- d. In the case of an order cancellation by the Client, IQ is entitled to full reimbursement for any costs already incurred.
- e. An instruction to proceed with an order will only be undertaken by IQ when a written confirmation is received from the Client.
- f. The written quotation (as provided to the Client) is always taken as the interpretation of the Client's instructions.

3. ARTWORK

- a. Artwork should be delivered digitally, according to IQ's artwork specifications (available from the IQ website or upon request). If artwork format deviates from IQ standard specifications, this may lead to an adjustment in the price and a postponement of the delivery date.
- b. If the artwork submitted by the Client does not adhere to the IQ artwork standard specifications, a fee of €75.00 per hour will apply for any required modifications. The additional fee will be based on time required to convert.
- c. The Client is responsible for the safe keeping of all original artwork presented to IQ.
- d. Copyright in all artistic and literary works created by IQ shall remain the property of IQ unless there is specific agreement to the contrary at the time of acceptance of an order.
- e. The Client hereby warrants to IQ that the Client has copyright in or licence to authorise IQ to reproduce all artistic and literary works supplied by the Client to IQ for the purpose of the order and the Client hereby expressly authorises IQ to reproduce all and any of such works for the purposes aforesaid. The Client indemnifies and agrees to keep indemnified IQ against all liability, claims, losses, or expenses whatsoever incurred by IQ in any way directly or indirectly connected with any breach, howsoever arising from a trade mark, patent, copyright, design, artistic, literary work or confidential information supplied to IQ by the Client.

4. PRODUCTION

- a. Sizes may differ by +/- 10%. On receipt of order, IQ will take all necessary measurements and will inform the Client of any changes in measurements.
- b. The installation costs are based on work undertaken during weekdays and normal working hours. If the Client requests installation on weekends or during irregular working hours, adjusted fees will apply.

5. INSURANCE

- a. IQ carries all the necessary insurance cover required to undertake all forms of signage installations.
- b. IQ carries extra height-access insurance.

6. LIABILITIES & INDEMNIFICATION

- a. Where signage is supplied by IQ but not installed by IQ, then IQ takes no responsibility for any harm or damage caused as a result of the Client installing the signage themselves. IQ takes no further responsibility for the product once the product is collected by, or delivered to, the Client.
- b. Once the signage is supplied or installed by IQ, all title and risk in respect of the signage immediately transfers to the Client or property-owner onto whose property the signage is placed.

- c. Following the installation of the signage by IQ, IQ will remedy any defect in the signage or it's installation within the first 24 hours of having been installed, free of charge. Thereafter a fee may be charged in accordance with clause 6 (e).
- d. It is recommended that the property-owner (onto whose property the signage has been installed) periodically inspects the signage themselves in order to satisfy themselves as to the continued safety of the signage on the property. Should the property-owner want IQ to carry out this inspection then this can be done by IQ by written request only and for an agreed fee.
- e. On written request, IQ can carry out repairs to any damaged signage for an agreed fee.
- f. On written request, IQ can remove signage from a Client's property – this may/or may not be done for an agreed fee. IQ will always inform its Client if a charge applies for removal of a sign – prior to any work being undertaken.
- g. If on request, IQ agrees to remove a sign for a Client, then IQ takes responsibility for the proper disposal of the signage. In this case, the property-owner immediately relinquishes all title to the signage to IQ, who in turn agree to dispose of the signage in an environmentally-safe manner.
- h. The responsibility for obtaining all necessary planning permissions, approvals, consents and/or authorities from the relevant planning and/or local authorities for the signage at all times remains with the Client. The Client hereby indemnifies IQ in respect of any expense, fine or proceedings as a result of the Client's failure to obtain the necessary permission, approval, consent or authority to place and/or install the signage.
- i. The Client hereby consents and authorises IQ to enter the property whereon the signage will be placed for the purposes of its installation. Where the Client is not the property owner in question, the Client hereby warrants that it will obtain all necessary permissions, approvals, consents and authorities to enter onto the property for the purpose of installing the signage. Every effort is made by IQ to inform the Client when it or its servants or agents will be on-site to carry out any such installation, but informing the Client as to the exact time and date of it's presence on-site may not always be possible. IQ reserve the right, at their discretion, to be reimbursed for expenses incurred should its servants be unable to gain access to the property at the time pre-arranged and allocated by the client. These charges would be applicable at the following rates: a charge of €65 will apply in this case for installations in Dublin region and €150 for installations outside of Dublin.
- j. The Client hereby authorises IQ, if necessary to create fixing-points (i.e. signage installations often requiring the making of drill-holes) onto the Client's property for the purpose of installing a product. IQ takes no responsibility for any damage done to a Client's property during the sign installation process. Every effort will be made to ensure that no such damage will be made.
- k. IQ shall not be liable for any loss whatsoever to any third party by reason of it, or it's servants or agents inability to obtain transportation, inability to obtain materials, delay in transit from a manufacturer or supplier or failure to make delivery by a manufacturer or supplier, shortage of fuel, failure of sources of supplies, strike, vandalism, extreme weather conditions, fire, accident, restraint or demand of the government, war, acts of terrorism, civil disorder, acts of God, fire, catastrophe, industrial disputes, acts or regulations of government, regulatory or supranational bodies or authorities or markets or the breakdown, failure or malfunction of any telecommunications or computer service or system or the interruption of our business due to the failure of any power supplies, or any other consequence arising out of acts, events or circumstances not reasonably within our control of our agents or sub-contractors howsoever arising.

The above Terms and Conditions are provided with every quotation submitted by IQ and apply to any/all work undertaken by IQ. These Terms and Conditions will only be changed following reasonable notice given by IQ to its Clients. Although every effort will be made to inform its Clients, the above Terms and Conditions may be amended at any time and IQ takes no responsibility for any difficulties which may arise to any third party resulting from changes to the above.

In addition, IQ reserves the right to provide '*special terms and conditions*' for off standard or unique products and/or installations. The special conditions can be read in conjunction with the general conditions. However, the special conditions shall prevail in case of any conflict between them and the general conditions.