

Standard Terms and Conditions - The McAlpine Partnership

- 1 Ruling Terms and Conditions** - The placing of an order expresses acceptance of our terms of business. The following conditions apply to and are deemed to be incorporated in all contracts for the sale and supply of services and materials supplied by The McAlpine Partnership. They specifically exclude the terms and conditions proffered by the Client.
- 2 Quotation** – unless otherwise stated, a quotation is open for acceptance for a period not exceeding 30 days from the date of the supply of the quotation. Further, the price will be subject to confirmation on receipt of order from the Client if the final contract specification and pricing assumptions have been changed from those requested by the Client at the time of the quotation.
- 3 Contract Performance** - Any variations to the agreed performance of the contract, as outlined in our quotation and associated visual(s), by factors beyond the control of The McAlpine Partnership that generate additional costs for The McAlpine Partnership, these additional costs will be recharged to the Client by way of a Variations Invoice.
- 4 Invoicing** - The invoice tax point will normally be the date of supply of the graphics or of the completion of fitting the vehicle graphics (applications) if this latter service is part of the contract. However where fitting is delayed by more than 30 days by causes beyond the control of The McAlpine Partnership, the invoice will be reduced to exclude the fitting charges. The tax point of such an invoice will be at the date of completion of manufacture. Under these circumstances applications will then be invoiced and be payable under this contract in the month they are individually completed.
- 5 Delay** – Orders are completed as quickly as possible by The McAlpine Partnership and with as much care and attention as possible. In the unlikely event of a delay beyond the control of The McAlpine Partnership, The McAlpine Partnership will not be liable for any damages and the Client does not have the right to cancel all or any part of the order.
- 6 Tax** – Tax is additional unless otherwise stated.
- 7 Carriage** – Unless specified in the quotation, carriage will be charged at the prevailing rate, details of which are available on request.
- 8 Claims** – Any goods rejected as not complying with the agreed performance specification must be rejected, in writing, within 7 days of receipt by the Client, accompanied by the enclosed delivery documents. In the case of a quality complaint relating to goods, they must either be inspected by an authorised agent of The McAlpine Partnership or returned to The McAlpine Partnership before any claim can be considered.
- 9 Dispatch** – Where goods are damaged or lost in the custody of a carrier, The McAlpine Partnership will, at its sole option, either replace such goods or refund to the Client the cost price of the same, but in no circumstances shall The McAlpine Partnership's liability exceed the cost of replacement of the same or the price paid by the Client for the same. The McAlpine Partnership must be notified immediately if delivery is not effected within 3 days of receipt of invoice.
- 10 Material Specification** – Unless the Client requests materials using a manufacturer's reference, The McAlpine Partnership will be the final arbiter as to the most suitable material consistent with the description in the quotation.
- 11 Reserved Ownership** – The McAlpine Partnership retains title to the goods until they are paid in full. The McAlpine Partnership may enter the Client's premises or other locations and recover the goods, which are the property of The McAlpine Partnership by virtue of this clause.
- 12 Payment Terms** – Unless otherwise agreed to and confirmed in writing by The McAlpine Partnership, payment for goods and services shall be within 30 days from the tax date of the invoice issued by The McAlpine Partnership.
- 13 Intellectual Property** – All designs, origination and digital files produced or created by The McAlpine Partnership, notwithstanding any charge made for them, shall remain the property of The McAlpine Partnership. These must not be used or supplied to any 3rd party without the express written permission of The McAlpine Partnership. The McAlpine Partnership will retain inactive items in its library for a minimum of 2 years after which, at the sole discretion of The McAlpine Partnership, they may be disposed of without liability to the Client.

SIGNAGE AND VEHICLE GRAPHICS

- 14 Design Layouts** – Where The McAlpine Partnership produces a scaled design layout for the purposes of reaching agreement on the job specification, our normal manufacturing and positioning tolerances will be 1mm multiplied by the scaling factor used on the visual. Please note that letter spacing, letter shape, colour and other graphic dynamics are only accurate to the size and print quality of the visual and can only be seen as best estimates of the job. On request, a full scale drafting on paper and colour samples can be supplied for Clients that require tighter tolerances over the graphics specification.
- 15 Application of Vehicle Graphics** –
All quotes for application are based on the following:
 - a) The vehicles have been cleaned on the day prior to application, have been allowed to dry and are on site.
 - b) Newly painted vehicles have been cured for at least 96 hours.
 - c) The application will take place in a working area that is covered and protected from wind and rain, is well lit and offers all round access.
 - d) The vehicle's temperature and the ambient temperature must exceed the vinyl manufacturers' minimum recommended application temperature. This is usually 8°C.If any of these conditions are not met an additional labour charge may be made and can also result in our warranty being void. Where application is carried out at a 3rd party's site, the Client must ensure that the 3rd party complies with these quality requirements. If any of these conditions are likely to cause difficulty, the Client is asked to contact us prior to the work commencing.