

## GENERAL:

1. Clerical errors are subject to correction and do not bind Katopra Design & Print.
2. These Terms and Conditions of Trade apply to all transactions between the Customer and Katopra relating to the provision of Goods and/or Services, including all quotations, contracts and variations.
3. These Terms and Conditions of Trade are governed by the laws of the state where Katopra's registered office is situated and each party irrevocably submits to the non-exclusive jurisdiction of the courts of such state.

## QUOTES:

1. Katopra may provide the Customer with a Quote specifying a description of the Goods and/or Services required to fulfill the Customer's Order, an estimate of the charges for the performance of the work required and an estimate of the time frame for the performance of the work.
2. Prices exclude delivery/freight unless stated. The Customer assumes responsibility and risk for products upon and from delivery, collection and installation.
3. Quotes are based upon the cost of materials available at the time of preparation of the Quote and assume the timely supply by the Customer of the necessary instruction and materials as instructed by Katopra.
4. Following the provision of a quote, Katopra is not obliged to commence work until the Customer has provided acceptance of the Quote by providing either written or verbal acceptance in the form of an email, text, phone call, face to face, or order form (unless otherwise agreed).
5. Katopra reserves the right to amend any Quote before the Order has been completed to take into account any rise or fall in the cost of completing the Order and Katopra will notify the Customer of any such amendment as soon as practicable thereafter. Upon Katopra giving the Customer notification of such amendment, such amended Quote will be the estimate or Quote for the purposes of these Terms and Conditions of Trade.
6. Charges for manufacture and installation are based on works being completed during normal working hours (9.00am to 5.00pm, Monday to Friday, except Public Holidays) and having unhindered and uninterrupted operations and access to a site. Work done outside these times, building or repair work, cleaning, moving of furniture, equipment or stock, other unquoted or unexpected work not specified in the Quote, carried out by Katopra in order to commence or complete supply of products, will incur additional charges.
7. Production timelines are an estimated schedule only and delays in receiving prepayment or approval of artwork may extend production timelines. Katopra assumes no responsibility for an increase in costs or expenses; any loss of profit, business, contracts or anticipated savings; or any other indirect loss or damage as a result of delay or failure to supply products.
8. Katopra will not be liable for any delays in the provision of Goods and/or Services caused by weather conditions or other factors beyond Katopra's reasonable control.
9. While Katopra takes due care to identify underground services using available DBYD services and site inspections, unmarked pipes such as stormwater and irrigation or incorrectly marked services may become apparent during sign installation. Repairs due to contact with pipes and services will be charged at cost for labour or engagement of other trades.
10. No allowances are made for on-site or online induction time or registration costs, unless stated in the Quote. If required by a client these will be charged at the equivalent labour rate and registration costs.
11. No allowances are made for engineering unless stated in the Quote. If required by a client these will be charged at cost plus project management margin.

## ORDERS:

12. Every Order by the Customer for the provision of Goods and/or Services must be submitted to Katopra either written or verbally in the form of an email, text, phone call, face to face, or order form (unless otherwise agreed). An Order will not be deemed to have been placed by the Customer unless the order clearly identifies the description of the Goods and/or Services ordered and the Quote. Any costs associated with inadequate information or material required by the Customer may result in an additional charge.
13. Where council approval is required for the installation of signage and the Customer does not produce evidence of such approval, the Customer will be held liable for the production of the sign and installation.

## VARIATIONS:

14. The Customer may request that its Order be varied by providing such a request in either written or verbally in the form of an email, text, phone call, face to face, or order form (unless otherwise agreed). A request for variation must be agreed to by Katopra and the Customer in order to have effect.
15. If the Customer wishes to vary its requirements after a Quote has been prepared, or placement of an Order, Katopra reserves the right to vary the Quote or Order to include an additional charge in respect to any extra costs associated with performing the work due to the variation request in accordance with current charge rates. A revised Quote issued by Katopra in respect of the requested variation supersedes the original Quote. If the revised Quote only specifies additional work, the Quote for that additional work will be in addition to the immediately preceding Quote for the Goods and/or Services. An extension of time for the provision of Goods and/or Services may occur due to the delay caused by such variation.

## CANCELLATION & RETURNS:

16. Any order may be cancelled by mutual agreement either written or verbally in the form of an email, text, phone call, face to face, or order form (unless otherwise agreed). In the event of such cancellation the Customer agrees to reimburse Katopra for any design, printing, materials, components or works already performed to that time.
17. As printed products and signs are custom made, we will give no refunds if you have simply changed your mind. However, if we fail to meet a consumer guarantee, we will provide you with a remedy to put right the fault, deficiency or failure to meet an obligation under the Warranty we provide you.

## ARTWORK:

18. Quoted prices are exclusive of artwork unless stated. Print-ready artwork may be supplied by the Customer to artwork specifications, or created by our designers. Design time will be charged at our hourly rate, this includes any time required to amend the artwork at the request of the Customer to make it Print-ready or to make any alterations to the artwork.
19. If specified, Katopra will provide the Customer an artwork proof to enable the Customer to view and approve the relevant artwork. Production of the Goods will not proceed until the Customer has provided written approval in the form of the proofing sheet, email, or text (unless otherwise agreed).
20. Katopra is not held responsible for production errors if proofs are not requested by the Customer (except straight repeats of previous Orders without alterations), the work is printed with the Customer's approval or changes are communicated verbally.
21. It is the responsibility of the Customer to check all proofs supplied, designs or artworks for errors or omissions, and the Customer assumes responsibility for any remaining errors or omissions in

products following artwork approval. Costs of any alterations after approval will be borne by the Customer.

22. The Customer acknowledges that any delay in approving the artwork will result in delays in production.

#### **COLOUR MATCHING:**

23. Katopra takes no responsibility for variations in colour, we use different machines and techniques in producing your work and this can result in colour variations. We always endeavour to match as best as possible, however because of differences in computer screens, printed samples and the actual paint colours, a colour variation between the submitted design and the completed work is to be expected. When closer colour matching is required, please submit colour chips or PMS numbers. We will then make a close match within the limits of our current machines and paint supplies. If you require specific colours and colour matching, a colour sample must be requested in the quoting stages and noted for your approval in the artwork, colour samples can delay production times but will give you the most accurate result.

#### **WARRANTY & DEFECTS:**

24. Katopra will provide a limited warranty to the original purchaser covering defects in materials and workmanship for the following periods:
- three (3) years for long-term and vehicle signage on vertical surfaces
  - six (6) months for long-term signage mounted on non-vertical surfaces (due to increased UV exposure)
  - six (6) months warranty for short-term and promotional signage including corflutes, flags, banners, magnets and unlaminated stickers & signs
  - twelve (12) months limited warranty for LED screens
25. Katopra will not be held liable for any damage due to mishandling and/or incorrect installation performed by the Customer.
26. Katopra must be notified in writing within 14 days of damage or malfunction, and the product must be returned by the customer to Katopra except where Katopra has installed the product. Katopra will determine if the product is faulty and at its option repair or replace defective materials. Warranty does not cover vandalism, misuse and alterations made by the customer. Proper care must be taken including regularly washing signs and vehicles with regular detergent, avoiding harsh chemicals, automatic car washes and high pressure washers.
27. Incidental blemishes and scratches are considered normal unless they can be viewed at an standard viewing distance for the sign type and usage.
28. Manufacturer life expectancy of materials varies depending on quality and usage. Product data sheets listing suggested usage and specifications are available from Katopra.
29. Katopra will not be liable for damage caused to vehicles or other surfaces due to exceeding the recommended life of a product, or application on poor quality or non-factory paint work. While all care is taken, removal of existing signage is at the risk of the Customer.
30. If the Customer requests work to be carried out in weather conditions that Katopra does not recommend, any defects, damages, or repairs arising from such conditions will be the responsibility of the Customer, and any necessary repairs will be carried out at the Customer's expense.

#### **SITE ACCESS / PREPARATION:**

31. The Customer will be responsible for making the site access available as arranged for the sign installation. E.g: Removal of Trees covering the signage installation area, back filling trenches to provide a safe working environment, (unless this site condition has been noted and discussed during quotation, signage order) or factory access, gate key, etc. Meaning if a timeline / date for installation is agreed and arranged, and job is booked in, the site must be ready for installation. It will be assumed the site will be ready once the date is booked and agreed upon. If our staff arrive to install the signage and they have no access as prior arranged and have to leave the site and return at a later time or date, an additional rebooking fee may apply at Katopra's discretion.

#### **VEHICLE SIGNAGE:**

32. A vehicle delivered to Katopra's site for signage application must be pressure washed clean and dry, free of loose dirt and grime,

unless prior conditions of the vehicle have been discussed and arranged to be left in current state, like an Excavator or Bobcat for example. If the vehicle requires cleaning, an additional fee will apply to wash and dry the vehicle. We always clean the vehicle down before applying signage but that is at a micro cleaning level on the panels, joins, gaps. A vehicle arriving unwashed or uncleaned slows down the application process and the job is delayed/time extended in order to give the vehicle a clean and dry off which was not allowed for in the original Quote.

#### **VEHICLE PAINT CONDITION:**

33. During the application process of self-adhesive graphics to a vehicle Katopra is not liable for any paint damage, paint fade, or paint peeling during the application or removal of the signage. Some paint may peel off during the application or removal process, this is very rare and usually only if the vehicle has low quality paint work. The Customer acknowledges that Katopra is offering a service to apply removable signage that must adhere strong enough to stay on the vehicle but be able to be removed with minimal damage as possible when removing. Katopra is providing this service with the best intentions to cause little to no damage. There are many variables that may cause paint to peel off or to be damaged from signage application, the Customer acknowledges to discuss their concerns with Katopra during the signage process. It is recommended that all vehicle signage be removed and replaced after 4 years to help with the process of easy removal.

#### **DAMAGED SURFACES:**

34. Katopra will not be liable for damage to walls or painted surfaces for graphics/signs applied to any substrate, surface or background. The cost to 'make good' once the signage is removed is not included in any Quote unless stated.

#### **INVOICING AND PAYMENT:**

35. Katopra may in its absolute discretion, issue an invoice or invoices to the Customer in any one or more of the following ways:
- prior to commencing the provision of Goods and/or Services, for an amount that is equal to the Quote or 50% of the amount and additional charges where Katopra has not previously carried out work for the Customer or where Katopra chooses to do so;
  - an invoice or invoices may be issued for a proportion of the whole amount of the Quote (the proportion to be calculated at Katopra's discretion for either the work done to that point, work in the future or both) and require that proportion of the Quote be paid in advance of any further Goods and/or Services to be provided; or
  - upon completion of the provision of the Goods and/or Services or any time thereafter, for an amount equal to the Quote or the balance of the Quote outstanding, any additional charges and any amount not previously invoiced, or if no Quote was provided, for an amount representing Katopra's charge for the work performed in completing the Order and for any additional charges.
36. The Customer must pay the final payment upon collection/delivery/installation of the Goods and/or Services by the terms provided on the Quote or Invoice issued (unless prior arrangements have been made with Katopra).
37. Method of payment is to be made by the Customer by cash, Cheque, credit or any other form of payment as agreed by Katopra and the Customer. Unless otherwise stated, payment shall be in Australian Dollars.
38. Goods remain the property of Katopra until paid in full.
39. Overdue invoice payments may be charged interest at the general daily interest charge rate, at our discretion.

#### **DISPUTE RESOLUTION**

40. If you have a dispute with Katopra, you agree that you will undertake alternative dispute resolution mechanisms including negotiation, mediation, and conciliation at the sole reasonable discretion of Katopra.

#### **EFFECTIVE DATE**

41. These T&C's may be altered at any time by Katopra without notice. These T&C's were last modified January 2025.