

Terms and Conditions

Jonathan Mashiter t/as Omnis Services, hereinafter referred to as "Omnis Services".

Quotation - Standard quotations are valid for 14 days if there has been no change to specifications. Quotations do not include anything that is not specified in writing. We reserve the right to decline or withdraw quotations at our discretion.

Copyrights - All designs, artwork, or other creative work we have supplied remain the copyright of Omnis Services unless other arrangements are agreed to in writing. Designs or artwork may not be used for any sign or print use without our consent. Omnis Services reserves the right to be sole fabricator of any sign or vehicle livery we have designed, and to display our work or images of our work for portfolio purposes (both in print and online).

Omnis Services reserve the right to Copyright any designs we have drawn up indefinitely.

Under copyright law there must be a **significant** difference between our designs & those that you may use, for example a change of fonts or slight difference would put you in breach of copyright law & in that instance an invoice for design would be issued.

Initial designs are mainly for quoting purposes & if the design is not used we do not charge for this but if after being quoted the customer asks for any alterations design fees may apply if the project does not progress to order.

Omnis Services do not design, manufacture or install any image/product/item free of charge.

In cases where a logo, artwork, or other elements are provided by the client to Omnis Services, the client warrants that the subject matter is not copyrighted by a third party or that the client has been granted permission to use the copyrighted material for advertising purposes. To support these warranties, the client agrees to indemnify Omnis Services in any legal action connected with copyright infringement involving the work produced.

Design Approval – Omnis Services will submit designs for the client's review. Reasonable revision will be allowed for in order to satisfy the client's needs, however if the original design assignment or specifications change significantly during the design process, additional design fees may apply. The client (in writing – including email - or via down payment) will confirm approval of a final design drawing before fabrication work begins. Samples and prototypes requested by client may incur additional charges.

For vehicles can you please check and confirm it is the correct make & model, windows are where they are on the profile we have used, that there are no badges or body mouldings that conflict with the design, that all spelling & colours of vehicle paintwork are correct, it is your responsibility to ensure all is correct before placing your order, Omnis Services will not be held responsible for any costs in rectifying designs or layouts due to vehicle differences.

Client Errors / Alterations – Omnis Services will not be held responsible for undetected errors on a final design drawing that has been approved by the client. Alterations requested by the client after a final design drawing has been approved will incur additional charges. It is the client's responsibility to ensure that all designs meet their requirements.

Colour Matching - Because of differences in computer screens (colour calibration, etc), printed samples and actual vinyl colours, a slight colour variation between the submitted design and the completed work is to be expected. Whilst we will always seek to match colours as accurately as possible, exact pantone or colour matching is not available.

Payment Terms - A deposit may be required before the sign enters production. Payment can be made by Cash, Credit or Debit Card or Cheque, but must clear before production will start. Outstanding balances are to be paid in full on completion of work and in any case no later than **48 hours** after an invoice has been issued.

Production Schedule - A production schedule will be established after the final design drawing has been approved and payment has been made. Most signs are fabricated within 2 weeks. Omnis Services will give a time estimate and will endeavour to meet required deadlines, but there will be no liability or penalty for missed deadlines. Omnis Services will also not be held responsible for delays related to shipping, customs, stock issues, third party installations, or other causes beyond our control including our decision to delay the installation of signs due to weather or potential safety issues. It is the customer's responsibility to provide any requested artwork on time to enable deadlines to be met.

Transfer of Title - Signage becomes property of the client only once payment has been completed. We reserve the right to remove any products that are not paid for in full, any costs incurred in removal, storage and refitting of those products once they have been paid for whether voluntarily or by court order will be met by the client. Omnis Services is responsible for the safety of any works only until they have been delivered.

Cancellation - The Customer can cancel the contract or order at any time in writing without giving any reason or any notice period. At such a time as a written notice to cancel the contract is received by Omnis Services an invoice will be issued to the Customer for any work completed to date based on a reasonable hourly rate & materials processed & work already undertaken.

Upon cancellation of the contract or order for any reason, the Customer must destroy all relating information supplied by Omnis Services on the product whether in written or electronic form.

Non-Payment - In the event of non-payment by the Customer, Omnis Services, at its discretion, may elect to treat the contract or order as cancelled or continue the contract or leave products in place as long as it sees fit and seek continuing or final payment from the Customer until the contract or order is cancelled by the customer in accordance with these Conditions.

Claims - Claims for defects, damages or shortages must be made by the customer in writing no later than 10 days after delivery. If no such claim is made, the client acknowledges that Omnis Services, performance has fully satisfied all terms, conditions, and specifications.

Installation of Signs - This is the sole responsibility of the client, unless otherwise agreed.

Planning Permission - Whilst we will help all we can with advice regarding your signs it is the customers responsibility to ensure relevant planning permission is in place for any signs erected

Liability / Disclaimer of Implied Warranties – Omnis Services warrants only that our work will conform to the description contained in the approved final design drawing. Omnis Services' maximum liability, whether by negligence, contracts, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will Omnis Services be liable for specific, individual, or consequential damages.

Warranty - All vehicle and rigid signage carry a one year warranty against defects in material or production - excludes accidental damage and deterioration through normal wear and tear. Installations are made in accordance with recommended fitting practises and no warranty is offered against damage by extremes of weather, impact or failure/deterioration of the surface to which the sign is affixed. It is the clients responsibility to undertake periodic inspection of the sign fixings, particularly during periods of bad weather.

No warranty is offered on banners as they are intended for promotional use and are susceptible to wind & general weather damage.

THESE CONDITIONS APPLY IN SUBSTITUTION FOR ANY PREVIOUS CONDITIONS.

January 2014.