

Viking Forge Design Wraps Terms and Conditions

General Terms and Conditions Terms of Payment, Legal Fees & Disputes: Payment is due when invoices are received unless credit terms have been extended with credit references supplied. If payments for past orders are not received, we reserve the right to cancel future orders. After 30 days, unpaid invoices are Past Due. 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. Expenses incidental to collection including; court costs, fees, expenses, and reasonable attorney(s) fees equal to 18% of the unpaid balance will also be charged to any account placed with our collection service. Clients shall identify to Viking Forge Design in writing any dispute concerning an invoice within ten days of the date of the invoice. If disputes are not identified in writing, the Client has accepted the invoice. Clients must return to Viking Forge Design 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.

We cannot accept responsibility for consequential damages or loss of any kind resulting from the sale, installation, or delivery of our wrap products.

It is the clients responsibility read our FAQ frequently asked questions document prior contracting Viking Forge Design to perform any vehicle wraps.

All quotations are valid for 30 days.

Payment terms: 50% deposit with the order confirmation, prior to printing, with the balance to be paid prior to collection or delivery of the vehicle.

Once the work is performed and client takes possession of the vehicle, the client must pay Viking Forge Design the balance due for the vehicle wrap.

The client will be responsible for the payment all work and designs performed by Viking Forge Design on behalf of the client. Any invoice not paid within 15 days of wrap completion are subject to a 1.5% fee per month, or part of month will be added to the original invoice.

Vehicles must be delivered to our location clean and free from grease and oil, and free from existing graphics. A cleaning charge of \$80.00 may be applied if the vehicles are not in a satisfactory clean condition.

All signs remain the property of Viking Forge Design until paid for in full.

Pending payment for goods supplied, the customer holds the goods as the property of Viking Forge Design, and the goods must be kept identified as belonging to Viking Forge Design. In the event that the customer fails to make payment, the customer irrevocably authorizes Viking Forge Design to remove the graphics supplied.

Delivery and Pickup: While we would like you to arrange your own driver (using your preferred delivery method), we would be willing to either select our own delivery person or provide a dedicated delivery at clients expense plus overhead charge.

Returns: If the client has a concern with the job, Client must contact Viking Forge Design IN WRITING before proceeding with any charge backs or credit returns. Viking Forge Design will be given 30 days opportunity to correct and resolve any disputes prior to any legal action or credit returns.

All Banners and Vehicle wraps are custom made projects that are not refundable.

If the client has a concern with the job, Client must contact Viking Forge Design in writing before proceeding with any charge backs or credit returns or legal action. Viking Forge Design will be given the opportunity review the complaint and respond to the complaint.

After Viking Forge Design is given the chance to explain the concerns, then the client has the right negotiate an agreement with Viking Forge Design. If no agreement can be met, then mediation is the first option prior to any client claims.

Since all jobs are custom products.. Viking Forge Design must be given the opportunity to reprint or reinstall any job, before the client issues any credit card charge backs or returns.

In the event that the client issues a credit card charge back, or alleges he does not authorize the credit card transaction. The credit card company will issue an inquiry. When the credit company investigates the claim and if the credit card company's decision is made in favor of Viking Forge Design. the client will be held liable for all legal fees and professional research and discovery time associated with Viking Forge Design having to file an Inquiry / Retrieval request by the credit card company.

If a credit card dispute is decided in favor of Viking Forge Design and If Viking Forge Design Inc. suffers any loss of credit card business associated with a clients charge back request, the client will be liable for all legal fees and any credit card business Viking Forge Design is not able to process during this period of the dispute resolution.

In the event that the customer fails to make payment in full on the job invoice, the customer irrevocably authorizes Viking Forge Design to remove the graphics supplied.

Since this is custom art work...Once the job is printed, delivered and or installed, all contracts are final and no monetary refunds can be issued.

Estimates and Taxes: Estimates are good faith estimates based on job specification information provided and current material costs. Pricing and schedule are subject to change upon receipt of artwork and approval of estimate. Pricing is good for 10 days from the date of the quote and does not include packaging or shipping charges unless specified. Estimates are contingent upon strikes, accidents, fire, availability of materials and all other causes beyond our control. Viking Forge Design minimum order is \$150 and we require a 50% deposit upon approval of estimate/order and 50% upon delivery based on agreed terms unless otherwise negotiated upfront. The Client order is subject to applicable state and local taxes unless we have a Government Sales Tax Use and Exemption form completely filled out denoting that said corporation is exempt from sales tax. Appropriate taxes will be applied to outstanding invoices until we receive this document.

Job Cancellation and Errors: If the Client cancels the order before its completion, the Client shall be responsible for the cost of any proofs, artwork, materials and work done until cancellation notice is received in writing. In addition, Viking Forge Design reserves the right to charge a 15% cancellation charge in addition to the actual charges to cover unbilled internal costs including but not limited to scheduling, client communications and resources utilized. Viking Forge Design will gladly re-image any job that has problems due to an error on the part of Viking Forge Design. This does not include software limitations or improper set-up of a job. Viking Forge Design will not be held responsible for errors in work after final client sign-off or neglect of final sign-off. No claims will be honored after 24 hours of receipt of any completed and delivered work.

Any verbal order will be accepted, but in the absence of any supportive documentation, Viking Forge Design will not be responsible for any verbal mistakes. Everything must be in writing.

Viking Forge Design will not accept responsibility for the inaccuracies in orders telephoned or faxed by the customer.

Limitation of Liability and Confidentiality: Viking Forge Design's liability for materials submitted by Clients that are damaged, lost, or not returned to the Client is limited to the replacement of the unused material.

Original artwork is left at the Client's risk and is not subject to replacement. Viking Forge Design will not assume liability for damaged or lost files, only the damaged or lost media will be replaced. Viking Forge Design and the Client understand that during our business relationship, both parties may make known to the other, confidential information and business trade secrets. It is Viking Forge Design's policy to treat such information as confidential and we expect the Client to do the same.

Project Start Time, Substrates and Installation: The start time of any project does not begin until ALL support files and items related to completion of the job are in house, the Client approves the artwork and the Client is accepted for credit and billing terms. Viking Forge Design will consult with the Client to determine the substrate and process that will best suit the needs and conditions set forth in the scope of the project. Ultimately, the Client accepts full responsibility for determining if said purchased item will perform to their requirements on the substrate(s) to which they are applied. Viking Forge Design cannot control weather conditions which may result in delays with installation. As such, additional labor and/or travel costs may be incurred which are to be paid by Client. We reserve the right to determine the point at which weather conditions become too adverse to continue work.

Trademarks and Copyrights: Reproduction in any form, of copyrighted materials without prior permission of the originator is illegal. It is the responsibility of the Client to obtain said permission. Viking Forge Design is in no way responsible for obtaining permission and assumes that the Client has obtained permission before the work is submitted.

Design and Printing: The design, name or mark, or other material in final form that is approved by the Client and selected for use will be the exclusive property of the Client upon final payment of all amounts due. All other design, names, marks and other materials developed in the course of the project shall remain the property of Viking Forge Design, as is customary in our industry. The Client's ownership of legal rights in the final form of the item it selects is exclusive to the extent provided by applicable national and international laws. Legal protection and appropriate registration of a design, name, mark or other material developed by Viking Forge Design is the responsibility of the Client. Viking Forge Design will store artwork and a fee will be associated with any and all files that are stored to be used at a later date if kept over 1 year, upon the request of the Client.

All work undertaken is under the condition that a complete, high-resolution file is supplied, complete with a color proof, pantone references and purchase order with the exact specification. Where artwork is supplied by the client, it is the responsibility of the client to ensure the artwork is in a "print ready" format. It is the responsibility of the clients designer to check the dimensions and layout of the actual vehicle(s).

When Viking Forge Design receives original logos or Art we will not modify the color or design, because it may cause unacceptable errors. Viking Forge Design will not be held responsible for any design layouts provided by the client. All original art must come to Viking Forge Design ready to print. There will be a design fee for any changes made to client supplied art or layout. Design fee is \$75.00 per hour.

Where Viking Forge Design provides the artwork, it is essential the client fully checks the final proof with the actual vehicle to check for any variations (eg; style of lights, positioning of number plates and other major (no. of doors) or minor variations.

The accuracy of the templates provided has a margin of error of a few percentage points. It is recommended that designers design vehicle wraps with this in mind, avoiding the extreme edges of the wrap with vital information. Measurement of the vehicle is always recommended. See our artwork guide for more detailed advice and information.

It is the responsibility of the client to provide or purchase quality high resolution pictures for large format printing. Viking Forge Design will not be held responsible for low resolution images provided by the client for printing.

Paint is a smooth liquid spray application, where a vinyl wrap is printed onto a vinyl material using a high resolution large format inkjet printer. An inkjet printer print head passes over the vinyl 8 times to create a 1 inch area of coverage and will never print onto the vinyl with the same smooth characteristics of a smooth liquid sprayed paint job. Most car paints look completely smooth when get up close to them and look at the paint from 6 inches. If you walk up to an inkjet printed wrap and look at it up close at 6 inches you will see evidence that it has been printed using an ink jet printer. In most cases if you look at the wrap up close at 6 inch's you will see what is called banding. This is a term to describe the horizontal print passes that occur during the printing process. This is mostly apparent on solid colors with not effects or texture in the design. Since most wraps are designed to be viewed as a moving billboard for advertising purposes this is not a major issues for most clients and is considered an acceptable condition with vehicle wrap used for commercial advertising. Paint is also consistent in its color saturation. When you paint an entire car with a solid color you will get a smooth consistent color on the entire surface. When you wrap a car with a printed vinyl the color may shift slightly between 52 inch panels and also the color may shift slightly in certain areas when the installer has to heat the vinyl to make the vinyl conform to complex curves. This color shift on complex curves is mostly apparent when solid coverage colors are used in the wrap. Again, These conditions are typically accepted as a limitation of the vinyl wrapping process and is an acceptable condition for commercial vehicle advertising where the advertising will be viewed on a moving vehicle from a standard viewable distance of 15 feet or more away from the vehicle.

In the case where a third party design firm is involved on behalf of the client, Viking Forge Design will consult and advise the third party design firm as part of the Viking Forge Design work order agreement, free of charge as long as Viking Forge Design performs the printing and installation. The client will be responsible for all Viking Forge Design consultation fees, if the client decides to take the project else ware for printing and installation.

Since Viking Forge Design designs a majority of all our wraps, Viking Forge Design uses the original large format design files for the purpose of printing and installing the large format wraps we produce in house. Viking Forge Design typically does not design a large format wrap project for another wrap company to print and install. Viking Forge Design reserves the right to keep all the original photo shop and illustrator files created for Large Format printing. These files include all original layered JPG and PSD files. for a separate design fee, Viking Forge Design will provide design and printing for business cards, flyers and brochures.

Once the Viking Forge Design project is complete, the client may chose to purchase the design files from Viking Forge Design on a CD so they can use it on another print advertising.

Additional File Set-up/Design Charges and Color Matching: If the Client's files exceed the determined file set-up rate included in price of project, charges will be based on a rate of \$75/hour with a \$50 minimum and billed in 15 minute increments after the minimum is met. The Client will be notified of this charge prior to work being started and we require Client authorization before proceeding. If Viking Forge Design is creating original artwork, design will be billed at a rate of \$75/hour. Color matching charges are \$75. Due to the nature of both screen and digital printing, we cannot match PMS colors exactly and give no guarantees to precise color matches. For the \$75 charge, we will provide a press match swatch on the substrate chosen for the Client's project and once approved, print within 10% match to that swatch.

Use of Images and References to Completed Work: Viking Forge Design may, at its sole discretion, use images of completed work and/or refer to Client in Viking Forge Design's portfolio and any other marketing materials, including but not limited to press releases, brochures, flyers, signs, and vendor marketing materials promoting Viking Forge Design and its services.

Vehicle Wrap: Additional Terms, Conditions and Warranty Disclaimer:

Installations: Graphics and alignment as applied to vehicle may not be precisely matched to the digital images ("proofs") produced for Clients review. Graphics applied to vehicles are intended to be viewed from a distance of at least twenty feet and Viking Forge Design produces each vehicle graphic with the detail and quality appropriate for viewing from such distance. Viking Forge Design only guarantees final prints designed and set-up by Viking Forge Design for print. Viking Forge Design voids warranty on express rush same day printing and lamination wherein installation schedule prohibits proper 24 hour print curing. Viking Forge Design expressly disclaims all warranties regarding paint jobs on non-standard OEM cars and trucks. Viking Forge Design expressly disclaims all warranties on buses, planes, trains, RVs, custom vehicles and vehicles with OEM paint that is more than 6 years old. If we are asked to cover existing vinyl decals, we cannot be liable for any damage caused during the installation or removal process to these decals.

Although we try to make the wrap look like a paint job, it is NOT paint. There may be extreme curves and bumps such as rivets and deep channel curves and moldings on the vehicle that the vinyl will not be able to conform to.

In some small areas you will see evidence of the original color of the vehicle below the wrap. These may be small areas such as around door handles and the edges of the lights on the vehicles.

A vehicle wrap is made by applying 52 inch vertical panels of vinyl. There will be 1 inch seams where the panels meet.

On a complex design with many matching points, Viking Forge Design can not guarantee that the graphics will match 100% alignment due to extreme complex curves on the vehicle. A 5% margin is considered acceptable on large outdoor advertising projects.

Proofs are created on a flat surface and viewed at a relatively tiny size on computer screens and 8 inch printed paper. In cases of curves, handles, deep grooves, rubber moldings/trim, on-the-spot adjustments may be made by the installer to assure maximum readability or alignment. In many cases there are slight differences between the printed flat paper proof and the 3 dimensional curved vehicle wrap.

Due to the fact that a two dimensional print is being applied to a three dimensional vehicle and due to the minor variances in the accuracy of the templates. The positioning of a vehicle wrap can vary from the proof by several cms throughout the entire length of a vehicle wrap. This is normal and wraps need to be designed with this in mind.

It is not reasonable to expect a inkjet printed vinyl wrap to cover and look exactly like paint or in all the same places look exactly the same. A piece of vinyl has limits and can only stretch so much before it changes color. In some cases, a relief cut have to be made into the vinyl that will reveal a small amount of the original vehicles paint color under the vinyl. In some cases a patch needs to be installed to conceal vehicles original color. It is the only option. Areas under door handles, mirrors, behind gas caps, and inside door frames will not be wrapped. If we wrap Extreme curved surfaces such as mirrors and bumpers they may reveal the original paint color at the tight edges of the wrap. It has more to do with material limitations and not install quality.

If we are installing at the client's nominated location, suitable conditions must exist. Vehicles need to be indoors, in a clean, dust free temperature controlled environment, with a power supply and good quality lighting. With a minimum of 5 feet working space around the entire vehicle. If in the opinion of the senior installer on site, conditions are not suitable for a high quality install of the wrap / graphics the vehicle will be required to go to one of our nominated install location.

Wraps are self-adhesive vinyl that will only adhere well to catalyzed vehicle paint and glass. Poor surface paint or clear coats will not allow the vinyl adhesive to stick properly and the adhesive may fail. It is the responsibility of the vehicle owner to bring in a vehicle that is ready to be wrapped. Extreme curves and deep pockets may exceed the limits of how far the material can stretch. Again this is not paint it is a special pressure sensitive vinyl material. Vehicles are not at exact right angle curves. They maintain lines that are not 100% parallel to the ground. Due to this fact the graphics that are 2D printed graphics they will not be at the exact same angle of the vehicle lines once the wrap is installed onto the 3D vehicle surface.

Due to the limitations and the sensitivity of the various substrates, it is impossible to reproduce all colors accurately.

Therefore, in the absence of a representative from your company to select the appropriate color sample, reproduction will be at our discretion.

When we wrap over existing vinyl strips or letters, the new wrap is so thin on top that there will be evidence that there is old vinyl underneath the new vinyl.

Viking Forge Design can not be held responsible for any damage void of vehicle warranty or anything caused through the

application of the vinyl products.

Viking Forge Design is not liable if during the installation of a wrap the clear coat of the car begins to peel off. Originally painted vehicles will not have any problems with the clear coat peeling off.

The application process in many cases takes no longer than a day or two for full wraps and partial wraps can be done within one day. It's not a good idea to rush the install process many things can go wrong. Also Begin reserves the right to take an additional day for issues such as transportation and weather conditions.

It is illegal to cover the front driver side glass. In some cases the police may also stop you for covering the passenger side glass. The reason is the police need to see into the vehicle. In some cases they may insist that the passenger side is wrapped in the design and Viking Forge Design will wrap it with the disclaimer stating the client is responsible for any issues regarding the coverage of the front windows.

The wrap material that is used for vehicle wraps, does not stick very well to plastic or rubber parts such as window trims, side plastic moldings and plastic door handles. It is advised that these areas NOT be wrapped with adhesive vinyl. Initially the vinyl will stick, but over a short period of time such as a few months, the vinyl will fall off these areas.

In most cases of vinyl lifting, if it is a materials problem the lifting will present itself in the first few weeks after the initial installation. In most cases it is advised that the vehicle wrap be fixed so that the vinyl does not continue to peel back and become contaminated. It is not uncommon to see small areas of the wrap lifting soon after the installation is complete.

Several factors can affect the vinyls' adhesives ability to stick to the vehicle surface. Here are a few..

If the surface is not prepared properly before the wrap then the adhesive can fail to stick overtime.

Extreme temperatures can affect the vinyl adhesive. Very Cold or Very Hot temperatures.

Extreme humidity in the air during installation can affect the adhesive.

Dust in the air during installation.

Viking Forge Design prefers to use our facility for installation. If client elects to have installation performed at a non Viking Forge Design location, Viking Forge Design will not be held liable for any issues related to improper install conditions such as temperature or dust.

Full wraps DO NOT automatically include the roof wrap. The additional cost of labor and materials to wrap a roof can range from \$150.00 for a small car, up to \$400.00 for a Cargo van roof wrap. Most clients do not wrap the roof of their vehicles.

Prints take time to print and the ink has to dry before we can laminate the prints. After the prints are ready to install the installers can begin the installation. You do not want to rush the installers because this type of work is all done by hand and it takes time to install the vinyl with perfect placement. From the time that the design is completed and approved by our client, a wrap can be printed and installed within 10 days. In some cases it can all be completed in 5 days after the design is approved.

The vinyl that is applied to original vehicle paint is warranted against adhesive failure and image quality for up to 4 years using 3M vinyl. 2 to 3 years for other types of vinyl. The window perforated material is warranted for up to 1 year. Viking Forge Design can not warrant the installation if we do not install the wrap. If Viking Forge Design only prints the vinyl the Viking Forge Design will warrant image quality only.

Vinyl Removal: All removals are quoted separately. Wrap removal can be very time consuming and we charge by the square feet and by the hour for the labor. Viking Forge Design can not be held responsible for any paint damage or existing striping damage when we do a removal. Since we do not know the integrity of the existing paint job or the condition of the painted clear coat or the condition of any existing vinyl decals we are not responsible. All removal clients understand this to be accepted policy by contracting Viking Forge Design to do a vinyl removal on any vehicle. Viking Forge Design can not be held liable if during the removal of the wrap the clear coat is peeled back with the wrap. In some cases if you have existing vinyl stripes under the wrap (such as an RV that has striping on the sides) or a bus, we can not be held liable if portions of the stripes get removed during the wrap removal. We only use industry standard glue removal products to remove any remaining glue once the vinyl has been lifted.

Vehicle wraps should be replaced every 3 to 4 years. Most vinyl manufacturers such as 3M and Avery recommend this to allow for clean removals. The problem is most companies want to gain maximum exposure of their marketing over time with the wrap, and leave the vinyl on the vehicle for too long and the vinyl begins to crack. This is not good. As soon as you see the vinyl beginning to crack this is the sign that that wrap should be removed in that area and rewrapped if needed.

Horizontal surfaces such as the roof and front hoods receive extreme sun and heat damage. In many cases the sun will bake the vinyl into the paint on these horizontal surfaces if the vinyl remains on the vehicle for more than 4 years. Most

vehicle wrap vinyl materials are guaranteed to remove cleanly from vertical surfaces for up to 4 years when applied onto original car paint. If the vinyl looks cracked on the roof or on the front hood, that means the sun and heat exposure has damaged the original vinyl and the heat has backed it into the vehicles painted surface. If this is the case, when you remove the vinyl in that area paint damage may occur. When the vinyl is cracked like this, it will peel off only in small pieces when you begin to remove it. When the vinyl has expired its term of clean removability, paint damage may be unavoidable and Viking Forge Design will not be held liable for any paint damage that results from expired vinyl with prolonged exposure to the sun and heat.

In many cases if you have striping on the vehicle prior to a new vehicle wrap the old vinyl has become weak over the years of sun exposure prior to the new wrap. The old striping adhesive can become weak and in some areas the striping will come up as the wrap is removed. Viking Forge Design is not responsible if old stripes come off during the removal of a wrap. When we wrap over existing vinyl strips or letters, the new wrap is so thin on top that there will be evidence that there is old vinyl underneath the new vinyl. Viking Forge Design will not be held responsible in anyway if the client is not happy because the existing graphics were not able to be removed using conventional methods of removal.

Viking Forge Design does not use any steel or metal knives during the removal process. We use plastics that will not damage the vehicles surface. Viking Forge Design does NOT engage in unconventional methods of vinyl graphics removal because it may damage the surface of the clients vehicle. Unconventional methods include, cutting or scraping of the vehicle surface or the use of harsh chemicals that may damage the vehicles painted surface.

In some extreme cases when the wrap has been on the vehicle for more than 4 year the wrap may no longer be removable so the vehicle may need to go to a body shop to be sanded and repainted. If the vehicle requires a body shop, Viking Forge Design will refer the client to a body shop and client shall be responsible for paying the body shop.

We cannot be responsible for damage to paintwork when the vinyl is removed, and would not advise application of a wrap on a re-sprayed surface, or poor quality/rusted paintwork. Please note, our experience shows that removal of vinyl designed for vehicle wraps, from good quality, factory original paintwork, will not damage the paintwork. However, it is the duty and responsibility of the owner of the vehicles to ensure suitability of the existing surface before it is wrapped. In the event that Viking Forge Design is asked to remove pre-installed vinyl, installed by a company other than Viking Forge Design, Viking Forge Design will make every effort to remove the existing vinyl, but will not be held responsible for any damage they may occur to the surface of the painted vehicle after removal. This is due to the fact that not all preinstalled vinyls are designed to be removed. In many cases pre existing vinyl are non-removable.

Additional Charges: A \$60 fee will be added to the invoice for all vehicles that have not been recently washed (i.e., the vehicle must be clean, not waxed). This fee includes the labor cost of washing your vehicle by our certified installers. To avoid this charge, please wash your vehicle before your installation specialist arrives on-site.

Agreement: This agreement constitutes the entire agreement between the parties and will supersede all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of this agreement. This agreement may not be varied other than in writing, executed by the duly authorized representatives of both parties. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on Client's formal order, will not be binding on Viking Forge Design. Client acknowledges that Client has read, understands and hereby agrees and accepts these prices, fees, charges, use of images, specification and conditions stated herein and authorizes Viking Forge Design to perform all work as specified. Client has also been presented with, has read and understands the color matching criteria and has selected the appropriate method for the design. Client understands that Viking Forge Design cannot guarantee the quality of any artwork that is not set-up by Viking Forge Design.

By accepting our proposal and estimate for work to be performed and activating the job order, client agrees to the terms stated above.