

# Eagle Enterprises, Inc.

## Terms for Vehicle Wraps

Any and all transactions between Eagle Enterprises, Inc. and its customers are subject to these terms and conditions.

1. After quote has been approved and this statement has been signed, a non refundable 25% deposit is required before we start production art. If Eagle is requested to start project from the beginning, a \$200.00 art fee will be required. Once art is approved and a quote is accepted, an addition fee may be required. Any deposits or art fees will be deducted from final invoice.

2. Payment forms include money order, cash, company check and credit card. If payment is made by company check, production will not start until check has cleared. Open accounts are available to qualified customers. A credit application must be completed to determine credit amount. All accounts that are past due will be put on credit hold until current. Past due accounts will be subject to a 1.5% finance charge. Terms are Net 30 from invoice date. Overdue accounts may have their account status suspended or revoked if misused. Customer agrees to pay all costs of collection in the event of default of payment by customer, including reasonable attorney's fees and costs.

All non-sufficient funds checks are subject to a \$35 charge each time the check is processed by the bank. Additional orders will be held until all checks and charges are paid in full.

3. Final payments shall be due for each vehicle at time of shipping or installation and completion.

4. Customer agrees that any additional work or materials not specifically set forth in the original quote will be extra which shall be billed and charged by Eagle Enterprises, Inc. at its regular prices including, but not limited to, hourly rates for labor, services and costs for goods and materials. Customer agrees that it shall pay for all extras billed and charged on invoice.

5. The terms of the quote are good for a period of ten days at which time if not accepted shall be subject to change.

6. If the order is sent to your location. Eagle will ship your choice UPS and FED EX and charged the standard shipping rate. If your order requires C.O.D charges, those charges will apply. Inspect all merchandise immediately upon receipt for damage or errors in shipment. Damage claims must be filed against the carrier promptly by the customer. Shortages or errors in shipment must be reported to Eagle Enterprises, Inc. within 2 days of delivery.

I have read the information above and the attached General Terms and Conditions. I understand and agree to the terms of both documents.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please fax signed document to 316-945-6622.

# GENERAL TERMS AND CONDITIONS

## **1. Condition of Vehicles for Wrap Installation.**

Customer agrees to have all vehicles delivered for wrap installation at customer's sole costs and expense, damage free, washed, and dried and in a ready to install condition. Neither Eagle nor its designated agents or subcontractors shall be responsible for any damage sustained to any vehicle prior to delivery. Any damage sustained to a vehicle prior to delivery will be noted by Eagle Enterprises, Inc. and/or its designated agents or subcontractors upon delivery and such damage will excuse and invalidate the manufacturer's warranty. Customer shall be responsible and bear the risk of all loss for any vehicle prior to delivery. If a vehicle is delivered to a designated location in a damaged condition, customer shall have the vehicle repaired or replaced, at its sole discretion, and its sole costs and expense. Eagle Enterprises, Inc. shall have no obligation to install any wrap upon a damaged vehicle unless instructed by customer to do so otherwise in which case customer waives and releases us from any manufacturer's warranty provided herein. Eagle has the right to refuse any job based on vehicle condition. If a vehicle is not delivered to the designated location in a washed, dried and ready to install condition, (Do not wax vehicle before delivery) Eagle shall charge, and Customer shall pay an additional extra charge of \$75.00 per hour with a minimum of 1 hour per vehicle that requires washing and drying prior to installation. If vehicle has been freshly painted, it may require extra time to cure before product is applied. Old paint will oxidize and may also require buffing before product is applied.

## **2. Artwork.**

Eagle is not responsible for errors in spelling, color, or design in regards to any and all artwork submitted by the client. It is assumed that all artwork submitted to Eagle Enterprises, Inc. by the client has been approved by client prior to submission and is production ready. All artwork created by Eagle will be submitted to client via a digital proof for approval. Prior to any printing all digital proofs must be approved by signature and returned to us via fax, mail or email. Upon approval, we will not be held responsible for any errors or omissions in regards to spelling, color or design. Additional fees may apply for art provided by Eagle Enterprises, Inc.

## **3. Digital Media Guidelines.**

When requesting digital graphics, Eagle ask that you use the following guidelines before sending us any art via email or disk. 1) Resolution should be at least 100 resolution or higher at actual size. 2) Outline all fonts/type. 3) No linked files 4) Types of files we accept are: JPEG (preferred), PSD Adobe Photoshop, AI Adobe Illustrator, EPS, TIFF and PDF. 5) Large prints will be tiled to achieve the best usage on 60" wide material unless specified by customer.

## **4. Appearance and Alterations.**

Client understands that the product purchased is a vehicle wrap. It is also understood that unlike a paint job on a vehicle, there can and will be seams, and patches that are necessary to cover entire vehicle and its contours and irregularities. It is also understood that upon approval of final graphic proofs, some changes to the finalized artwork may be necessary at time of installation to allow the vehicle wrap to fit the vehicle's shape. Client authorizes Eagle to make such necessary changes.

## **5. Pickup of Completed Vehicles.**

Customer shall pick up and take delivery of any vehicle when the wrap installation has been completed at its sole costs and expense. Customer shall bear all risk of loss for any vehicle after completion of the wrap installation. Any vehicle not picked up after completion will be subject to an additional charge and storage fees.

## **6. Cancellations.**

Any cancellations will be subject to production fees, material costs and loss of 25% deposit. Eagle will reschedule appointments for a future installation date without an extra cost.

**7. Indemnity by Customer.** Customer agrees to indemnify and hold Eagle Enterprises, Inc. harmless from any and all claims, causes of action or damages caused by customer and/or its agents or subcontractors including reimbursement of reasonable attorney fees and costs.

**8. Severability.**

In the event any portion of a provision of this agreement is deemed to be invalid or unlawful, the remainder of such provision and all other provisions shall remain in full force and effect and binding upon the parties.

**9. Integration and Amendments.**

This agreement constitutes the full and final understanding of the parties. The parties agree that there are no other agreements or understandings by and between them except as reflected and memorialized in this agreement and that they are not relying upon any other oral statement or understanding outside of this agreement to enter into same. This agreement cannot be modified or amended unless agreed to in a writing signed by the parties.

**10. Warranty**

Technical specifications, recommendations and all other statements about Eagle Enterprises' vinyl films are based upon tests believed to be factual but do not constitute a guarantee or warranty. All Eagle films are sold with the understanding that the purchaser will use the vinyl films for the intended purposes in which they, (the films) were manufactured for following the given parameters of each product.

Should Eagle Enterprises' vinyl films fail to perform or adhere correctly after specified proper use and application Eagle Enterprises shall file a claim with the manufacturer of the vinyl for the defective material. Eagle Enterprises requires an actual sample of any vinyl film in question, photographs of failure and proof of invoice. The manufacturer will make a decision based on the evidence provided. If claim is denied, Eagle will not be held liable for any cost incurred by purchaser. Under no circumstances shall Eagle Enterprises be responsible for any incidental or other damages outside of Eagle Enterprises control of the manufactured vinyl films. This applies to product applied to the vehicle surface, perforated window products do not have a warranty.

No additional warranties and implied warranties other than those stated above which are made expressly in lieu of all other warranties shall apply to any vinyl films sold by Eagle Enterprises, Inc. Eagle Enterprises specifically disclaims and excludes all other warranties.