

**CUN Enterprises Pty Ltd (ABN 30 626 082 942) T/A The Laser Co (hereinafter referred to as The Laser Co)***Updated 30<sup>th</sup> December 2019***General Terms and Conditions****1. Ownership**

- a. Where artwork (including text or images) is provided by the client, the client declares ownership of appropriate copyright and/or trademark permissions. The ownership of which remain with the client.
- b. Artwork created by The Laser Co on behalf of the client will remain property of The Laser Co. Service charges to the client do not include release of design or source files created by The Laser Co unless stated.
- c. The client agrees that they grant permission to The Laser Co to publish photographs and/or images of the work produced on social media, websites and any other marketing material produced by The Laser Co. If you do not wish for this to occur please advise The Laser Co of this prior to order placement.

**2. Order Placement**

- a. Orders are made when The Laser Co receives full payment, unless specifically agreed that a 50% deposit is sufficient to begin works. In this instance full payment is required prior to work being dispatched. Invoices will be dispatched prior to the expected completion of the job to allow for the processing of payment prior to release of goods.
- b. By placing an order with The Laser Co you acknowledge that you have read, understood, and agree with the policies laid out here. Please notify us prior to placing an order if you disagree with any of our policies. We reserve the right to alter these policies at anytime for any reason.

**3. Delivery**

- a. The customer is responsible for ensuring that the postal service or couriers will deliver to the respective shipping location.
- b. Estimated manufacturing and delivery times are:
  - i. Cutting: Minimum 3 Full Business Days from Order Payment Confirmation
  - ii. Signage: Digital Proof within 2 Business Days with Fabrication up to 10 Business Days from Order Payment
  - iii. Delivery: Domestic Australia – 2-4 Business Days with some rural areas longer. Delivery times are in addition to manufacturing times.
- c. We take great care when packaging our deliveries; any damage that occurs during transportation is not the responsibility of The Laser Co. If you wish to organize your own courier please advise.
- d. Unless otherwise stated in writing delivery costs are not included in the price quoted. The client agrees that where it requests The Laser Co to arrange delivery the client will pay the costs of delivery.

**4. Lead Times**

- a. Stated lead times are estimates based on current workloads and are subject to change without notice. Any delay caused by the client will affect the delivery schedule.

**5. Design service inclusions**

- a. Standard design service includes two rounds of minor changes, as determined by The Laser Co, as standard. Additional changes will incur a fee.

**6. Digital proof**

- a. Where a digital proof is provided in the form of a PDF, we require written acceptance of this proof in order to begin work.
- b. The client understands that the information in this proof will be used as the source of truth from which the work will be produced, and overwrites any previous conversations over the phone, email or details in quotes and invoices. It is the sole responsibility of the client to check all details in the proof and provide approval for work to begin.
- c. It is the responsibility of the client to ensure all artwork, including copy, design, material, size and quantity is correct before approving the proof. Once the proof has been approved by the client, The Laser Co does not accept responsibility for any errors or omissions in relation to the proof, nor shall The Laser Co be liable for any damages or loss as a result of those errors or omissions after the original proof has been approved by the client. The Laser Co cannot be held responsible for any discrepancies or errors noticed by the client after the client has approved the proof/s. Any amendments made after approval and will incur extra charges.
- d. With all orders, there are two digital proof versions provided. Further digital proof requirements will be charged at the current design fee rate.

**7. Order Cancellation and Returns**

- a. Cancellation of orders must be made via e-mail within 1 hour of payment confirmation received. If work has commenced, no refund will be granted and the job will proceed. A partial refund may be granted if work has not yet commenced, all refunds are at the full discretion of The Laser Co.
- b. No returns are accepted as all items are custom made.

**8. Warranty**

- a. The Laser Co do not accept liabilities for damage from abuse, exposure to moisture, extreme temperatures, and impacts (such as dropping your item).
- b. If warranty is agreed by The Laser Co, full refund (including postage) or replacement will be provided.

**Signage and Fabrication Terms and Conditions****1. General**

- a. In most cases our acrylic floating signs are shipped with a protective tape on the front face to avoid damage during shipping and installation. We recommend you install the sign with this intact and remove once in place. If you would prefer us to remove this tape, please advise when you approve your digital proof.

- b. We work with natural materials and recommend avoiding exposure to moisture, extreme temperatures and impact. Over time, timber will change and the client accepts an understanding of this.
- c. The Laser Co accept no liability for damage or harm caused to your product or any person where self-installation of signage has been chosen. We recommend professional sign installation services are used.

## 2. Timber Signs

- a. Many of our signs are made with timber and although hardy are not as resilient as materials such as metals in an outdoor setting. The client accepts that timber is a natural material and will wear over time.
- b. Signs marked as suitable for exterior use are constructed from exterior grade plywood and sealed with an exterior grade varnish. Exterior grade adhesives are used. Polymeric vinyl with a lifespan of 5-7 years is used.
- c. Engraved timber signs are suitable for interior use or sheltered exterior use only. Repeated exposure to moisture will result in a bleeding of the engraved area and the sign will be compromised.
- d. The Laser Co recommends that A-Frames are protected from wet weather where possible as this will prolong their lifespan considerably.
- e. Due to variations in monitor/screen settings, the material images on the website will not exactly match the actual products shipped, they are a representation only.
- f. The client acknowledges that timber is variable due to it being a natural substance. Variability includes but is not limited to tone, colour, grain, knots, minor wood fills and deviation in flatness.

## 3. Warranty

- a. The Laser Co will provide a one (1) year limited warranty to the original purchaser covering defects in workmanship. The Laser Co must be notified in writing within one (1) year of the delivery date. The Laser Co will determine if the product is faulty. Warranty does not cover vandalism, misuse and alterations made by the customer. Warranty is limited to the cost of the product only. Warranty is void if engraved signage is exposed to moisture. Warranty is void if A-Frame signage is not reasonably protected from wet weather.
- b. The Laser Co do not accept liabilities for damage from abuse, exposure to moisture, extreme temperatures, and impacts (such as dropping your item).

## Laser Cutting Terms and Conditions

### 1. Production & Materiality

- a. Designs are cut exactly how they appear in the digital file. The Laser Co accepts no responsibility for the success of the client's design and has no capacity to stop jobs during processing and contact the client regarding the job.
- b. We will always check over your file and let you know if we notice any obvious issues however we do not accept responsibility for doing so and it is the responsibility of the client to provide correct and comprehensive design instructions for their particular project.
- c. The Laser Co are not responsible for ensuring that your design does not contain parts that will not cut or engrave well, fit together, be strong and/or comfortable to wear – these are design decisions that should be considered by the client.
- d. Please order a sample first if you are unsure of the final result.
- e. Please be aware that pieces that are very detailed can be fragile and should be designed accordingly. We provide a lot of file preparation advice on our website and advise clients to read this thoroughly to assist in successfully designing their laser cutting projects.
- f. All materials perform differently when laser cut, some common performance notes:
  - i. Boxboard and screenboard score and cut fine detail well; some burn marks will be present
  - ii. Corrugated card does not engrave well, scoring can cut away the thin outer layer.
  - iii. Perspex is cut and returned to you with protective layers intact, which prevents burn marks. Engraving creates frosted look, scoring is subtle
  - iv. We do our best to ensure minimal burn residue on the material is achieved, however the nature of laser cutting means there will be some burn marks on the edges and front and back faces. On timber products, this burn can be reduced with transfer tape or sanded post-cutting.
- g. Warping of material can occur due to the application of heat during laser cutting
- h. Application tape does not guarantee total prevention of burn marks or residue. Jobs will be delivered with application tape intact; The Laser Co does not take responsibility for removal of tape. Delicate materials and thin cuts may infrequently be subject to breakage when removing tape, customer discretion assumed.
- i. When laser cutting or engraving materials that have been supplied to The Laser Co by the client, The Laser Co takes the utmost care to ensure that the cutting or engraving is completed as requested. From time to time imperfection, mis-cuts, mis-engraves and other unplanned disturbances may occur which negatively affect the outcome of the laser cutting or laser engraving process. In this instance the client understands that The Laser Co are not responsible for replacing, undoing or otherwise rectifying the unplanned disturbance and to this effect clients supply their own materials to The Laser Co for processing at their own risk.
- j. Stated lead times are estimates based on current workloads and are subject to change without notice. Any delay caused by the client will affect the delivery schedule.

### Contact Details:

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