

Terms of Business

Effective as of July 2021

### 1. Agreement

By Proceeding with Generation Graphics LTD you agree to be bound to these terms of service, along with all applicable laws and regulation

# 2. Implementation

Generation Graphics will implement the project on the agreed start date. An indication date of implementation will be stated upon the initial payment transaction being completed.

An actual start date of project commencement will be agreed with parties involved once the material has arrived with Generation Graphics. Any dates given prior to the material arriving is not definitive and Generation Graphics will not be held liable for any delays financially.

Any changes in specification may result in an implementation delay along with a project completion delay.

Prior to arriving at the site of installation, it is the clients responsibility to ensure the access surrounding the boat is suitable for erecting scaffolding, access equipment or manoeuvring scissor lifts.

On the initial invoice/ specification Generation Graphics will state what access equipment they require to execute the project. Unless stipulated by Generation Graphics, the client is responsible for organising access equipment.

Any delays due to weather or other trades working on the vessel, the client may be liable to additional charges.

In the event of the client instructing Generation Graphics to communicate with any third party in order to execute the project, an administrative cost may be involved. Any additional works requested to be carried out by a clients representative must be agreed in writing with the client.

#### 3. Warranty

Generation Graphics provide an installation warranty of 1 year from the date of completion of the project. Any warranty query firstly needs to be raised to the project manager with suitable photographic evidence along with supporting measurements of the area in question

Generation Graphics warranty covers all installation related objectives, with any material failure directed towards the manufactures warranty.

Any claims of warranty works carried out by Generation Graphics shall be documented accordingly, and if fault is found due to the vessel, user or any third party, Generation Graphics reserve the right to invoice the works related to carry out the repair.

Unless agreed prior to initial project confirmation, all boats must return to the location of where the project was undertaken. Where an agreement has been reached, the client shall pay for all travel and expenses relating to the project in question to carry out all warranty works.

Under no circumstances Generation Graphics will not be held liable for any lift, launch or storage ashore of any vessel.

## 4. Point of Contact

Upon enquiry with Generation Graphics a point of contact will be assigned. At this point all communication shall go through this person(S). If the person in question cannot be reached, a new point of contact will be appointed.

During the installation you will also have a point of contact. This will be a Generation Graphics installer who will be present on site. Any questions regarding the installation on the day shall go through this person.

Any changes of specification shall be directed towards either the site manager or account manager.

### 5. Delivery

Generation Graphics will make appropriate contact with the Owner, Agent, Dealer, Crew or any personnel who has been assigned by the instructing client about the implementation and execution of the project.

After the initial 50% pre payment has been, Generation Graphics will indicate installation dates and at no point are guaranteed until the material has arrived.

Under the circumstances that the material arrives early, Generation Graphics will inform all parties involved with a potential conversation that the project implementation could be held at an earlier date

In the event of the material being delayed, Generation Graphics will provide material updates as and when they receive information. Although Generation Graphics give an indication on when the goods will arrive, this is not a definitive date and any repercussions Generation Graphics will not be held liable.

If the client cancels the project or changes the specification due to any material delays, the client will be liable for all material, labour and administrative costs involved up until that point. Under no circumstances will Generation Graphics refund the full sum of the initial payment deposit due to any delays.

In the event of the project being delayed due to the installation of the project, Generation Graphics will not be held financially responsible for any storage, lift, launching or transporting costs.

#### 6. Payment Structure

Once the project has been confirmed by the client and they notify Generation Graphics that they wish to go ahead , this is referred to as "project confirmation"

At this stage an invoice will be raised for either 50% or the total amount; this is referred to as a deposit, which is a non refundable pre payment towards the total amount of the project.

By initiating the pre payment known as the deposit, the client agrees to the Terms of Business and is bound by this documentation.

In certain cases a further 25% payment would be due part way through the project upon reaching an agreed milestone or area of completion of the project. This shall be paid within 7 days of an agreed date.

The final remaining balance of the invoice shall be settled prior to the Generation Graphics installation team departing the site of work on completion of the project unless specifically stated.

Any fees relating to; Contractors fees, electricity, access equipment and waste removal, Generation Graphics reserve the right to invoice the client for this sum after completion of the project