

Terms & Conditions of Service

RHINO PRINT & DESIGN LTD.

These Terms and Conditions apply to all supplies of goods and/or services or any part of either of them provided by Rhino Print & Design Ltd. to the Client unless otherwise agreed in writing by a duly authorised representative of Rhino Print & Design Ltd.

LIMITATION OF LIABILITY

Rhino Print & Design Ltd. is built upon a reputation for providing a service to the highest competitive standards, but as with all businesses, we have to take account of things going wrong. Accordingly, these terms and conditions do limit our liability in such events. It is important that you read and understand these limitations of liability as contained in these terms and conditions.

DEFINITIONS

The Client: The company or individual requesting the services of Rhino Print & Design Ltd.

1. QUOTATIONS

- (a) Rhino Print & Design Ltd. will not be bound by any price quoted on the telephone. Only an emailed or printed quotation, which has been approved by The Client, will be deemed valid. All quotations are valid for 30 days. Pricelists are subject to change without notice. A quotation is not a contract with Rhino Print & Design Ltd.
- (b) The Client must ensure that any quotation it wishes to accept, its order and any applicable specification are complete and accurate. The quantity and description of the goods and services shall be as set out in Rhino Print & Design Ltd.'s written quotation or in the Client's order as accepted.
- (c) Unless otherwise specified the price quoted is for collection of the work from Rhino Print & Design Ltd., Unit 4, Kinsale Commercial Park, Kinsale, Co. Cork. The Client may be charged a fee to cover any extra costs involved for delivery to a different address.

2. ORDER

- (a) Rhino Print, Design Ltd. will carry out work only where an order is provided by email or verbally. An 'order' is deemed to be a written or verbal contract between Rhino Print & Design Ltd. and The Client; this includes quotes, telephone, signature, mail and email agreements.
- (b) Our production deadlines and turnarounds only start once artwork has been correctly supplied or signed off.
- (c) Rhino Print, Design Ltd. reserves the right to reject any order without the obligation to assign any reason for so doing. No order shall be deemed accepted by Rhino Print & Design Ltd. unless and until it is confirmed unconditionally by Rhino Print & Design Ltd. in the order confirmation.

3. PAYMENT

- (a) **Preliminary Work:** All preliminary work undertaken whether experimentally or otherwise, at the Client's request, will be charged at current rates.
- (b) **Prices:** All of our prices are available via our quotation service, prior to placing your order. Rhino Print, Design Ltd. has the right to remove or change products and prices without notice. In case of any price mistakes, Rhino Print & Design Ltd. reserves the right to change or cancel the order.

- (c) **Design Fees:** These are for all and any design time that has our designers occupied. This includes any experimental work.
- (d) **Deposit:** A 50% deposit is required with any project before any design/print work will be carried out. The final 50% payment is due upon completion/collection. Under no circumstances are there any price adjustments to be made on the customer's behalf once a quotation or job has been previously agreed.
- (e) **VAT:** All prices, unless explicitly expressed, are excluding vat at either 23% or 13.5% or 9% (depending on the nature of the job). Negotiations on VAT are not entertained upon final payment of bill.

4. PROOFS & ERRORS

- (a) When accepting artwork proofs from Rhino Print & Design Ltd., you are held fully responsible for accepting all content. This includes design, layout, spelling, grammar and numbers. It is the clients responsibility to request another copy if your proof is difficult to read. Rhino Print, Design & Sign will print exactly what is approved by the client in the final proof. Proofs provided by Rhino Print & Design Ltd. are an indication of the final printed product only. Variations in colour or trim can be a result of the printing process.
- (b) We will only send the Client's order to print when we have received a final approval of the Client's proof. Delays in responding to proofs may result in delays in print.
- (c) No reprints at our expense will be printed.
- (d) The proofing process confirms the following: **Spelling** – we do not accept responsibility for spelling mistakes. **Design** – No elements of design can be changed once sent to print. **Quantity** – When proofing, we ask the client to confirm the quantities for order
- (e) We accept an email or a completed 'sign-off' sheet as confirmation of proof. We do not accept verbal 'sign-offs'. No refunds or reprints are given after a final approved design has gone to print. Please read all text carefully as Rhino Print & Design Ltd. will not be liable for spelling mistakes or omitted information.

5. COLOUR VARIATIONS

- (a) Screen proofs are solely for checking overall design, text, images, general colour, size and the position of the design. Screen proofs cannot be used to check colour accuracy, as image quality is reduced for emailing purposes and the colour you will see will depend upon your monitor. If you print a digital proof on your own printer, the resulting quality and colour will depend upon the setup of your printer.
- (b) Rhino Print & Design Ltd. cannot be held responsible for matching colours or ink densities on screen proofs approved by customers. Screen proofs can be used to help display layout, text accuracy, and image placement and proportion, but not colour or density.
- (c) Rhino Print, Design Ltd. will make every effort to match the density of each colour, however we cannot be held responsible for the final appearance of a colour.
- (d) Our printing products may have colour variations from what you have seen on screen, to what the final product looks like, variations between the front and back of the card, and previous orders can also be expected. This is the nature of CMYK printing and bulk-run printing. Digital printing may also produce some "blotchy" effects which is the nature of express digital printing. No reprints at our expense will be printed.

6. TRIMMING OF PRINTING

- (a) All printing products are trimmed. Trimming of printing products may shift up to 3mm in any direction, therefore our **Submission of Artwork or Graphics** guidelines below should be properly adhered to minimize risk of trimming affecting the look of the print. Borders near the edge of artwork are not recommended as shifting in trimming may cause borders to look uneven. No reprints at our cost will be printed.
- (b) **Company Imprint:** Unless otherwise specifically requested in writing any work may carry the Rhino Print & Design Ltd. imprint which will be positioned at our discretion.

7. SUBMISSION OF ARTWORK OR GRAPHICS

- (a) Designing and submitting your own artwork for printing can sometimes produce unplanned results. Designing artwork for printing can be technical with a range of factors that goes beyond what you see on the computer monitor. Rhino Print & Design Ltd. fully recommends getting a professional designer to design your printing artwork. Customers submitting their own artwork are fully responsible for the end result of printing. Customers are reminded to submit print-ready artwork with the correct specifications as outlined on our Submission of Artwork or Graphics guidelines.
- (b) Rhino Print & Design Ltd. will print whatever you submit, and Rhino Print & Design Ltd. is not responsible for artwork mistakes. No reprints at our expense will be printed. Rhino Print & Design Ltd. accepts no responsibility whatsoever for the quality of the finished product when the artwork is supplied by the Client.
- (c) If the Client is supplying artwork to Rhino Print & Design Ltd., print ready, all artwork must be set up with the following guidelines:
 - ✓ Appropriate bleeds of 5mm
 - ✓ PDF format
 - ✓ 300 dpi resolution
 - ✓ CMYK colour mode
 - ✓ Important information must be placed at least 5mm in from the edge of the artwork
- (d) Rhino Print & Design Ltd. cannot be held responsible for any colour shift that may occur in conversions to CMYK.
- (e) Client provided artwork may vary in quality, therefore, Rhino Print & Design Ltd. cannot be held responsible for pixelated, blurry or distorted images.
- (f) Rhino Print & Design Ltd. will not be held responsible for client errors in finished product sizes, wrong cuts, or missing or incorrect folds.
- (g) Files we Do Not accept as "print-ready":
Word Documents, Publisher Documents, PowerPoint Documents or pieces of paper.
- (h) Should the Client require our design services to set up a file for printing, the appropriate design fee will apply.
- (i) Artwork is an additional charge if graphics / logos / pictures are not supplied to Rhino Print & Design Ltd. ready for print by the Client.
- (j) The quality finished product graphics is dependent on the quality of the artwork provided by the Client. The Client hereby accepts that if an image is supplied by them that is of insufficient file size to the print size the finished product will be substandard.
- (k) When quotations and/or orders are based on specifications, roughs, samples or dummies supplied by the Client any extra work or cost caused by any variation by the Client may be charged to the Client and shown as extras on the invoice.

8. CUSTOMERS CONTENT

- (a) All content, both written and visual, must be supplied to us in digital format only - email, file transfer, memory key. A charge will apply for any typing and scanning required.
- (b) It is the Client's responsibility to ensure that any artwork that is submitted is not in violation of any copyright laws. Rhino Print & Design Ltd. assumes that the Client's artwork legally belongs to the Client or the Client has the correct permission to print it. Rhino Print & Design Ltd. takes no liability for content supplied which may infringe on any copyright or trademark laws.

9. OWNERSHIP OF ARTWORK & COPYRIGHT

- (a) Copyright of designs by Rhino Print & Design Ltd. remains the property of Rhino Print, Design Ltd. until paid for by the Client. Once paid for in full, copyright ownership is transferred to the Client.

- (b) In the instance where artwork designed by Rhino Print & Design Ltd. included stock images, the Client will own the design (once it has been paid for in full) but the Client does not own the stock image in the design. Royalty Free license grants usage rights to the person who purchased the license, and only to that person.
- (c) The Client warrants that any design or other material furnished by it or any design material created by Rhino Print & Design Ltd. pursuant to the Client's instructions is not defamatory or obscene or be such as will cause Rhino Print & Design Ltd. to infringe any intellectual property rights of any third party or any legislation for the time being in force in Ireland in the performance of the order.
- (d) In the event that Rhino Print & Design Ltd. are required to provide original design work (whether or not such original artwork incorporates the Client's materials):
 - (i) all proofs or preliminary design work remain Rhino Print & Design Ltd. copyright at all times and may not be used or re-produced by the Client in any form in whole or in part;
 - (ii) upon the final proof and/or design being agreed, the final proof and any part of the final proof, remain Rhino Print & Design Ltd.'s copyright until Rhino Print & Design Ltd. have been paid in full for providing the original design work and the Client may not use or reproduce in whole or in part the original design work until full payment is made to Rhino Print & Design Ltd.
- (e) Upon receipt of full payment:
 - (i) in the event that Rhino Print & Design Ltd. has created the original design work Rhino Print & Design Ltd. shall assign to the Client copyright in such work;
 - (ii) the Client shall provide irrevocable authorisation to Rhino Print & Design Ltd. to use the original design work for any business promotional purposes of the Rhino Print & Design Ltd. business only.

10. **ARTWORK & FILE STORAGE**

- (a) It is the client's responsibility to ensure that they save and create regular backups of all documents and to back up any relevant files. Rhino Print & Design Ltd. accepts no liability if the Client loses or deletes the files Rhino Print & Design Ltd. has sent to the Client. The risk of that happening is entirely on the Client. The Client or their representative is responsible for purchasing any insurance coverage to protect their business or personal information against such loss. This is not included in our price estimates.
- (b) Rhino Print & Design Ltd. is under no obligation to store artwork for Clients. Rhino Print & Design Ltd. may charge the Client to retrieve, prepare and send artwork to the Client when requested, but it is Rhino Print & Design Ltd. discretion to do so.
- (c) **Important:** it is our policy to delete all client files from our system once that project is completed, usually after a period of 30 days. The recreation of said files or artworks, should they be required after that period, may incur additional costs to remake.

11. **LEAD-TIME & ORDER COMPLETION**

- (a) Printing turnaround will vary depending on the nature of the project. It is the Client's responsibility to allow plenty of time for preparing artwork, printing and delivery.
- (b) We will provide the client with a lead-time once the client has provided a brief and the project has been researched by Rhino Print & Design Ltd. Please note: Lead times are not set as they depend on the physical workload at the time. If the Client requires their order urgently, Rhino Print & Design Ltd. Must be informed when the Client places their order.
- (c) If a lead-time is agreed upon between Rhino Print & Design Ltd. and the client, the client must make available all materials and content, on the date provided by Rhino Print & Design Ltd.
- (d) Our production deadlines and turnarounds only start once artwork has been correctly supplied or signed off.
- (e) Rhino Print & Design Ltd.'s lead-time is measured in Working Days, Rhino Print & Design Ltd. will endeavour to deliver within the agreed upon lead-time. However, occasionally short delays beyond Rhino Print & Design Ltd.'s control may occur. Rhino Print & Design Ltd. will endeavour to keep the Client

fully informed but cannot be held responsible for any loss as a result of these delays. Whilst every effort will be made to meet agreed turnaround time, unavoidable delays such as the result of the action or inaction of a third party, such as courier delays, Rhino Print & Design Ltd., at their absolute discretion, may elect to extend the turnaround as required. The Client shall not be awarded a credit in this instance. The Client will still be obliged to pay in full for the order in respect of which delivery was late.

12. SHIPPING, DELIVERY & COLLECTION

- (a) All goods must be collected by the Client within 14 days of notification from Rhino Print & Design Ltd. that the goods are ready for collection. If the goods are not collected after 14 days, Rhino Print, Design Ltd. shall be entitled to invoice the Client for the goods and the Client shall be deemed to have accepted the Goods.
- (b) All prices for printed products are for collection from Rhino Print & Design Ltd.'s office. For goods delivered directly to the Client's home/premises, courier charges apply, which are calculated upon order. Returns are the Client's responsibility.
- (c) It is the Client's responsibility to ensure a safe address is provided for delivery.
- (d) Rhino Print & Design Ltd. will strive to ensure all orders are produced & delivered on time, however, we will not be held responsible for any consequences or damages due to delayed production or delivery. Rhino Print & Design Ltd. will not be held liable for printing products that are lost, damaged or delayed when delivered by post or courier. Rhino Print & Design Ltd. will not be held responsible for delays in shipments due to international customs issues, weather conditions or any other circumstances beyond our control.

13. ORDER CANCELLATION

- (a) Prior to approval, Rhino Print & Design Ltd. allows the Client to cancel print orders. Any design work carried out by Rhino Print & Design Ltd. up to this point will be charged accordingly. We will inform you of any charges depending on the stage of the order. Cancellation fees will be calculated based on the stage of the order. Orders placed without proofs cannot be cancelled.
- (b) Once the order has been placed/approved for printing, Rhino Print & Design Ltd. are unable to guarantee that the production process of the Client's job can be stopped. Orders that are already being processed, in production, or in dispatch, cannot be cancelled or refunded.

14. REFUNDS

- (a) Due to the nature of the product, no returns can be made once the order is processed and/or shipped. Any claims for defects, damages, or shortages must be made in writing within three (3) business days after receipt of the merchandise. Rhino Print & Design Ltd. will replace only those orders that were processed incorrectly. The replacement of the order will take place only after the receipt of returned merchandise. Rhino Print & Design Ltd. will not replace the order if it is determined by Rhino Print & Design Ltd. that the order was misused or mishandled by the Client or part of the order was used by the Client and part of the order is being returned.

15. CLIENT DELAYS

- (a) No responsibility will be taken by Rhino Print & Design Ltd., where the Client has delayed the progress of the order in any way (which delays include but are not limited to the customer not returning proofs by the time specified by Rhino Print & Design Ltd., failing to make payment by the time such payment is due or failing to submit content for design work by the agreed time). In the event of a Client delay the Client shall not be awarded a credit or any form of compensation. Furthermore, Rhino Print & Design Ltd. shall not be bound to deliver within the agreed turnaround time.

- (b) Delivery of work by Rhino Print & Design Ltd. shall be deemed to take place upon collection of the work by the Client (where the Client is obliged to collect the work) or (where Rhino Print & Design Ltd. is obliged to deliver the work). Where the Client is obliged to collect the work, the Client's failure to collect the work on the day on which Rhino Print, Design Ltd. is contractually obliged to have it ready for collection shall be classed as a Client Delay. Where Rhino Print, Design Ltd. is obliged to deliver the work to the Client but the Client provides Rhino Print, Design Ltd. with incomplete or incorrect delivery information or is not available to accept delivery, then provided that Rhino Print, Design Ltd. has used reasonable endeavours to deliver the work to the Client, a failed delivery shall be classed as a Client delay.
- (c) Should work be suspended at the request of or delayed through any default of the Client for a period of 30 days or more, Rhino Print & Design Ltd. shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage. Risk of loss of or damage to work completed by Rhino Print & Design Ltd. shall pass to the Client on delivery. Notwithstanding delivery and the passing of risk in the work to the Client, ownership of and title to the work shall not pass to the customer and shall be retained by Rhino Print & Design Ltd. until Rhino Print & Design Ltd. has received payment in full in respect of the work.
- (d) In the unlikely event that Rhino Print & Design Ltd. deems it necessary to re-print work, the lead-time shall recommence from the time of Rhino Print & Design Ltd.'s confirmation to the Client of its agreement to reprint the work.

16. SIGN FITTING

- (a) Rhino Print & Design Ltd. fits all works in good faith, and are not responsible for signs being removed by 3rd parties, storm damage, act of God, winds and outdoor signage fitting to any external areas in exposed areas.

17. TEMPORARY SIGNS AND BANNERS

- (a) Cloth, vinyl and flexible banners are warranted for sixty (60) days against defects in materials and workmanship. Temporary job site signs, political posters, for sale signs or any lightweight advertisement materials such as Corrugated Board or PVC Board are considered temporary and are covered for vinyl detaching for a period of thirty (30) days. Paper and cardboard signs are not warranted. **None of the above are covered in storm damage, act of God, winds, or outdoor signage fitting to any external areas in exposed areas.**
- (b) All outdoor building signage is covered for 8 months from date of installation.

18. PRINT OVER RUN

- (a) From time to time, print over run does occur on a print job. In these cases, Rhino Print & Design Ltd. may contact you to offer the additional prints at a discounted rate. You are under no obligation to accept these; however, they are generally priced very well.

19. CLAIMS

- (a) All claims or issues with print orders must be reported to Rhino Print & Design Ltd. within 3 days of receipt of order (or within 28 days of non-receipt of order). If the Client has accepted an order and discovered there is a problem, the Client must contact Rhino Print & Design Ltd. immediately. If the Client has used the product, then decides a few days in, with stock used, that there is an issue; Rhino Print & Design Ltd. cannot replace the order.
- (b) If there has been a problem with the print that concerns the quality of the print, the condition of the printed goods or wrong specifications as agreed, Rhino Print & Design Ltd. will re-print the order.

- (c) Rhino Print & Design Ltd. is not responsible for spelling mistakes or design issues, once the order proof has been approved by the Client.

20. LIABILITY

- (a) The Client will indemnify and hold harmless Rhino Print & Design Ltd., from any and all loss, cost expense, and damages on any and all manner of claims, demands, actions and proceeding that may be instituted against Rhino Print & Design Ltd. on the grounds alleging that said design and/or printing violates any copyright or any proprietary right of any person. You certify that you own the rights to use the image(s) being reproduced on your order.
- (b) Rhino Print & Design Ltd. warrants that products purchased from us will be free from defects in materials and workmanship under normal use for the advised period depending on the product. Rhino Print & Design Ltd. excludes all other express or implied terms, conditions, warranties, representations or endorsements whatsoever in relation to Rhino Print & Design Ltd.'s website or any information or service provided through Rhino Print & Design Ltd.'s website. Rhino Print & Design Ltd. will do its best to ensure that all material and information on its website is accurate, but please note that all materials and information on this website are provided on an "as is" basis.
- (c) To the fullest extent permitted by law, except as provided herein, Rhino Print & Design Ltd., shall not be liable to the customer in contract for any loss or damage or for consequential loss or damage of any kind arising out of the supply of the goods and/or services, or arising out of Rhino Print & Design Ltd.'s negligence, or in any way whatsoever.
- (d) Rhino Print & Design Ltd., will not be liable to the Client for loss, howsoever caused, of any data stored on disks, tapes, compact disks or other media supplied by the customer to Rhino Print & Design Ltd., or for any damage, loss or destruction of any property of the client unless the loss or damage has been caused by the failure of Rhino Print & Design Ltd., to exercise due care and skill in handling or storing such property.
- (e) **Force Majeure.** Rhino Print & Design Ltd. will have no liability to the Client for any loss, damage or expense suffered or incurred by the Client where such loss is occasioned by any cause beyond Rhino Print & Design Ltd.'s reasonable control, including and without limiting the generality to the foregoing by war, insurrection, pandemic, fires, floods, strikes, lockouts, delays in transport, breakdowns in machinery, the inability or failure of a supplier to supply necessary materials, or prohibitions or other action by any government or semi-government authority, or embargoes.
- (f) **Completion and or Delivery.** The delivery terms made known to the Client are estimates only, and Rhino Print & Design Ltd. shall not be liable for any late delivery or non-delivery, and under no circumstances shall Rhino Print & Design Ltd. be liable for any loss, damage or delay occasioned to the Client because of late or non-delivery of the goods.

21. DISCLAIMER

- (a) Rhino Print & Design Ltd. will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed reasonable deadlines.
- (b) Rhino Print & Design Ltd. will not be liable or become involved in any disputes between Rhino Print & Design Ltd.'s Client and their clients and cannot be held responsible for any wrongdoing on the part of a client.
- (c) Rhino Print & Design Ltd. will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the Client or any of the Client's appointed agents.

22. DATA PROTECTION

- (a) Rhino Print & Design Ltd. shall only process personal data for the purpose of providing the services and/or goods in respect of the order.

23. SCANNING

- (a) The Client is advised to retain hard copies of all documents scanned prior to the destruction of any original documentation. Rhino Print & Design Ltd. shall not be liable for any loss suffered by the Client by virtue of the product supplied by Rhino Print & Design Ltd. being inaccurate, contained defects or being erased unless such loss arises by virtue of Rhino Print & Design Ltd.'s negligence and/ or breach of contract.

23. SUB-CONTRACTING

- (a) Rhino Print & Design Ltd. may assign, license or subcontract all or any part of its rights or obligations under the order.

24. INSOLVENCY

- (a) The order will terminate immediately should the Client become insolvent, fail or become unable or admit in writing their inability to pay their debts, institute or have instituted against them proceedings seeking a judgement of insolvency or bankruptcy; have a resolution passed for its winding up or liquidation; seeks or becomes the subject of the appointment of an administrative receiver or similar official in respect of its assets; enter into any arrangement or composition with its creditors; cease or threaten to cease to carry on any significant part of its business; suffer a change of management or ownership which Rhino Print & Design Ltd. deems to be against its interests.

25. GOVERNING LAW

- (a) The formation, existence, construction, performance, validity and all aspects whatsoever of the order or of any term of the contract shall be governed by Irish Law.