

## Terms of Use of the Website

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bleux takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues and circumstances beyond our control.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence. Your use of this website and any dispute arising out of such use of the website is subject to the laws of Australia and its states and territories.

# Terms and Conditions - General

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Quotes and Variations	All quotes based on supplied architectural drawings are estimates only and will only be confirmed once a site measure is conducted. If the final pricing/quantities vary from the original quote, bleux requires approval from the contractor to proceed with these variations prior to production. Any additional amounts will be included and itemised in the final invoice.
Payments	50% deposit is required to commence production with the final 50% payment due 7 days after final invoice is received. A late payment fee of 10% may be charged after this time. Payment of the 50% deposit is taken as confirmation that you have read and agree to these terms and conditions.
Mock Ups, Digital Previews and Proofs	Samples provided in the initial quoting and design phase are for material reference only. The scale and placement of the designs will be provided as a shopdrawing for final approval based on site measurements. Colours may vary depending on the environment and lighting, we strongly recommend taking samples onsite prior to approval.
Artwork and Design Customisation	The customisation fee includes design adjustments; colour matching and correction (to fabric/pantone/paint colours provided); 1-2 options of design in custom colours; PDF mockup emailed for design or format customisation approval; and/or A4 proof requested in substrate for colour approval. Any further alterations or changes will incur additional artwork, proof charges and design fees. All designs, both standard and customised, remain the property of bleux and may be added to the bleux library. All designs developed for a specific project remain the property of bleux unless the rights to the design are agreed to and paid for outright.
Design Consultancy Fees	In the case of variations, bleux production rates are \$85/hour and \$150/hour for design modifications plus documentation.
Standard Lead Times for Products	Standard lead times from ordering are approximate and only commence once a deposit is received and the final preview is approved. Wallcoverings, glass films, canvas/robust artwork - 3 weeks. Splashbacks, acoustic panels, dibond, timber - 4 weeks. Glass films cannot be put into final print production until the site is at a stage of completion where an accurate site measure can be conducted. We require a minimum of 2 weeks between site measure and final installation. Site delays inhibit our ability to progress the products through production, thus affecting your timeline. Liquidated damages are not applicable, if other works are the cause for bleux having to delay installation.
Exclusions and Limitations	bleux is not liable to you or any other person for indirect, consequential or incidental damages or expenses of any kind arising from or relating to the sale and purchasing of bleux products.
Site Measurements and Shop Drawings	Unless a bleux site measure is conducted, it is the responsibility of the designer, contractor or builder to provide final site dimensions with elevations or adequate details to ensure materials are made to size. Approval of shop drawings by return email will be required to proceed with production.
Installation	It is the responsibility of the designer, contractor or builder to provide full site details and elevations indicating the locations of the specified bleux product. bleux will conduct a final site inspection if it is contracted to do so. If bleux products are being installed by an installer nominated by the client, bleux does not take responsibility for final installed product. All installation prices assume that the installation is to take place in one stage between normal business hours. Anything outside of business hours will be quoted accordingly, upon request. Wall and glass preparation must be adhered to 72 hours prior to install.

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Workmanship Guarantee	Despite all good intentions, sometimes installations can fail due to inadequate site conditions and incorrectly prepared surfaces. bleux works very hard at communicating to clients' and builders how a site should be prepared in order to achieve the best installation. When this advice has not been actioned, bleux will not be held accountable for the quality of the installation. bleux stands by its workmanship and its ability to install their products achieving the highest quality finish. In the event that something is incorrectly installed by a bleux installer, bleux is committed to rectifying the problem in a timely manner.
Rescheduling Fee	A rescheduling fee of up to \$800 per day can apply each time a site installation is cancelled due to the site being incomplete or changed without adequate notice. This also applies to site inspections/measurements.
Pricing	Quoted prices are fixed for 90 days. At time of placing an order, prices may be adjusted to accommodate material and labour cost changes. The above listed prices are based on the nominated quantity and are specific to this project. If quantities vary, item prices may be adjusted.
Site Inductions	A fee of \$35/hour will be charged for site inductions for bleux installers. This is not covered in installation fees unless stated otherwise.
Install Sign Off	Installations must be sighted and signed off by the site manager prior to the bleux installer leaving site the day/s of installation. Any issues that can fall into the defects category must be raised at this time so that the installers can address them before the products have cured/set.
Tolerances	Allowances of 2 - 5mm +/- for design alignment should be made on all products due to the nature of printing, production and installation variances. Allowances of 10 - 20mm +/- need to be made for overlapping joins on vinyl wallcovering.
Ownership	Finished products remain the property of bleux until the full price is paid. We reserve the right to remove the product if final payment hasn't been made within 30 days of final invoice. All intellectual property and copyright remains the ownership of bleux unless otherwise indicated. Without limiting the meaning of this, you are not entitled to take copyright interest, reproduce or publish these works and designs.
Care and Handling	bleux products should be handled with care during transport and installation. During transport, ensure product is wrapped in a protective cover.
Colour Consistency	bleux makes every effort to match colours to proofs from previous jobs. However due to print technology, bleux cannot guarantee 100% colour consistency between different print runs. In the case of an additional print run, the client will be provided with a new proof to sight and approve.
Copyright	All bleux designs are subject to copyright. Reproduction of artwork released by bleux to a second party may only be output for one off use for the specified meterage for the project as described in the invoice. Distribution and/or reproduction of the artwork by a third party is not permissible.

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