Terms and Conditions - Website



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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



Quotes and Variations	All quotes based on supplied architectural drawings are estimates only and will 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: Supply and Install	50% deposit is required to commence production, with the final 50% payment due 7 days after the final invoice is received. A late payment fee of 10% may be charged after this time. All payments received are taken as confirmation that you have read and agree to these terms and conditions.
Payments: Supply Only	Full payment is required for production to commence and goods to be shipped. All orders under \$1000+gst will require full payment at time of order. All payments received are taken as confirmation that you have read and agree to these terms and conditions.
Copyright and Ownership	All bleux designs are subject to copyright. Distribution and/or reproduction of the artwork by a third party is not permissible. 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.
Samples	It is strongly advised that all samples be reviewed on site in the context of their environment, lighting and location. Occasionally our printers are recalibrated and the colour may be affected. A 10% colour/density deviation from the original sample is within industry standard.
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. Colours may vary depending on the environment and lighting, so we strongly recommend taking samples on site prior to approval.
Compliance	Bleux can only advise to the best of their knowledge of whether film or a safety band is deemed compliant. Due to the nature of the lighting and contrast within the context of the surrounding environment, samples must be approved on site by a compliance officer.
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	Due to the custom nature of all bleux products, lead times can only be confirmed after receipt of deposit payment, site check, and shop drawing approval. Allow +/-3 weeks from site check for production and installation of glass film and wallcovering, and allow +/-4 weeks from site check for production and installation of glass splashbacks, acrylic, and acoustic panels. Deposit payment is required to commence printing. Products cannot be put into production until site measure can be conducted. Site delays inhibit our ability to progress the products through to production, thus affecting your timeline. Liquidated damages are not applicable if other works are the cause for bleux having to delay site checks and installation.

Terms and Conditions - General



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 and rescheduling fee	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. Wall and glass preparation must be adhered to 72 hours prior to install. If bleux products are being installed by an external installer/company, bleux does not take responsibility for final installed product. All installation prices are based on one standard install Mon-Fri in standard business hours. Any staged installs will be charged as an addition of up to \$800 per install and after hours/weekend installs will also attract additional fees and will be priced accordingly per project. A cancellation fee starting from \$300 per visit applies to all additional site checks, staged installs or rescheduled visits (with less than 24 hours notice) where site is not ready for survey or install. bleux will conduct a final site inspection if it is contracted to do so.
Workmanship Guarantee	Despite all good intentions, sometimes installations can fail due to inadequate site conditions and incorrectly prepared surfaces. bleux works very hard communicating to clients' and builders how a site should be prepared in order to achieve the best installation. See wall and glass preparation documents for further information. 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 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.
Pricing	Quoted prices are valid for 60 days. At the time of placing an order, prices may be adjusted to accommodate any scope, material and labour cost changes. The above listed prices are based on the nominated quantity and are specific to this project.
Site Inductions	A fee of \$50 per 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.
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.
Product Warranties	Available on request.