

## **TERMS OF SERVICE (use of web site)**

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### **No Endorsement**

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### **Indemnity**

You agree to defend, indemnify and hold harmless each of BIG RIG WRAPS, its suppliers, and each of their officers, directors, employees and agents, including all third parties mentioned on this website, from and against any and all claims actions or demands including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the website and the Content or your breach of these Terms and Conditions.

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## **TERMS OF SERVICE (trailer advertisers)**

### **Copyright / Compliance**

BIG RIG WRAPS shall not be held responsible or liable for verifying ownership and permissions with images, photographs and text supplied to us by our advertisers. Any copyright infringement is the sole legal responsibility of the advertiser. Advertisements must comply with advertising regulations and not contain false or unwarranted claims for any product or service. We reserve the right to decline any advertisement that in our opinion is offensive to the public or may create a conflict of interest for our freight carriers.

### **Force Majeure**

BIG RIG WRAPS shall not be liable for any interference or failure to display an advertiser's materials as the result of force majeure (accident, breakdown of equipment, employee strike or carrier bankruptcy, power failure, fire, flood or adverse weather conditions, accidental / deliberate tampering of the advertiser's graphics etc). In the event of force majeure BIG RIG WRAPS may be forced to decline or delay displaying the advertiser's materials or elect to terminate the contract agreement with the advertiser.

### **Alteration or Removal of Graphics on Trailers**

The advertiser is responsible for all costs associated with alteration or the removal of truck graphics during their contract rental term.

### **Insurance**

BIG RIG WRAPS insurance shall cover the cost of repair or re-installation of graphics in the event of fire, accident or theft of the rental trailer during the contract rental term.

### **Warranty**

Wrap material is guaranteed for peeling or fading for 5 years from the date of original installation.

### **Payment Terms**

Design and installation fees, plus first and last month's rental fees are payable in full prior to installation of graphics on the trailer. Monthly fees are due in advance by the 30th (or last day) of the month prior. Accepted forms of payment are post dated cheques, Visa or MasterCard. Annual and monthly contracts are automatically renewed. Advertisers / clients wishing to cancel must do so in writing, providing 30 days notice of cancellation.

### **Default of Payment**

Monthly payments not received by the 5th of the month or returned NSF payments will be subject to a \$100 administrative fee. Default of payment by the 15th of the month will revoke monthly terms and the balance of the contract amount will become due and payable. Payments that are 30 days past due date will result in cancellation of service and graphic removal fees of \$600 to \$1,500.

### **Indemnity**

BIG RIG WRAPS shall not be held responsible for advertiser's expenses or loss of revenue as a result of an extended design / installation date or for any other reason unless otherwise stated in writing. In the event of a delayed installation, the rental period shall start the date the graphics are installed on the trailer. Although the advertiser may request certain routes and locations, BIG RIG WRAPS does not warrant or represent that the trailer will be in a particular location or route as this shall be at the sole discretion of the freight carrier.

The advertiser further agrees that it shall indemnify and save BIG RIG WRAPS, or any of its employees and suppliers, from any and all claims, demands, actions, proceedings, losses, costs, and liability (including any and all legal fees and expenses on a solicitor and his client basis) arising out of any errors, omissions, copyright issues, breach or failure to perform any of its obligations under this agreement or estimate, the incorrectness of any representation or warranty contained in this agreement. The indemnification shall survive the completion, cancellation or termination of the rental agreement.