

TERMS OF SERVICE (web site)

BIG RIG WRAPS may revise the Terms and Conditions at any time by updating this page. We encourage you to review these Terms and Conditions whenever you visit this website.

All materials presented on this website (the "Content") is the exclusive property of BIG RIG WRAPS. Content includes, but is not limited to, the design, layout, look, appearance, graphics, logos, HTML code, and software. You may view and download the Content solely for your personal, non-commercial use. No right, title, or interest in any materials or software is transferred to you as a result of any personal use. You may not modify, reproduce, display, distribute or otherwise use the Content for any commercial purpose. You may not include said content in or with any product that you or any third party may create or distribute or make available said content on any file server.

You may not harm this website in any way or otherwise use this website in any improper manner, including, but not limited to hacking into the website's systems, spoofing, or faking e-mail headers or slowing or stopping the functionality of the website.

No Warranties

BIG RIG WRAPS does not warrant the quality, accuracy or completeness of any information on our website. Such information is provided "as is" without warranty or condition of any kind. This website may include inaccuracies or typographical errors. In no event will BIG RIG WRAPS be liable for any damages whatsoever, including special, indirect or consequential damages arising out of or in connection with the use or performance of information available on this website (or a website linked to this website). BIG RIG WRAPS does not guarantee that access to this website will be uninterrupted, timely, secure or error free. BIG RIG WRAPS does not make any express or implied warranties, representations, endorsements or conditions with respect to this website or the Content, including, without limitation, warranties of merchantability, operation, usefulness, completeness, reliability, fitness of a particular purpose or that no viruses or other contaminating properties will be transmitted to your computer system. It is your sole responsibility to take precautions to ensure that your computer is adequately protected from computer viruses, or other destructive properties.

Intellectual Property Rights

All Content is the intellectual property owned, controlled or licensed by BIG RIG WRAPS, its partners, or affiliates, or is owned by third parties and appears in this website with the permission of their respective owners. Accordingly, such materials are protected by law, including, but not limited to Canadian copyright law.

No Endorsement

No endorsement of any third party products or services is expressed or implied by any information, material or content referred to or included on, or linked from or to this website.

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.

Choice of Law and Exclusive Jurisdiction

BIG RIG WRAPS makes no representation or warranty that the Content is appropriate or available for use at any locations outside Canada. If you access this website from outside Canada, you are responsible for compliance with all local law. These Terms and Conditions shall be interpreted, construed and governed by the laws in force in the Province of Ontario, without reference to its conflict of laws principles, except where prohibited by mandatory provisions of the laws applicable in your jurisdiction. Each party hereby agrees to submit to the jurisdiction of the courts of Ontario and to waive any objections based upon venue in any such action, suit or proceeding.

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.

Trailer Graphics

The Company is not responsible or liable for verifying ownership and permissions with images, photographs and text supplied. Any copyright infringement is the sole legal responsibility of the client. The cost associated with alteration or the removal of any graphics for this or any other reason during the rental term is the responsibility of the Client.

All trailers have rivets, hinges, seams, door handles, placards etc., and no trailer is exactly the same. Our team of skilled wrap installers wrap over these items to ensure that key items like your telephone or web address are legible. However, we are unable to guarantee or otherwise warrant that other portions of the graphics installed will not be encumbered or obstructed by structural features on the trailer, and are not responsible for the remedy of such imperfections.

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.

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, bi-annual, quarterly 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, graphic removal fees of \$600 to \$1,500 and 5% per month late penalty fee.

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.