



Updated as of: 18/05/2022

Standard Document: Terms and Conditions agreement Form for the supply of the Samsung Bespoke Fridge Panel decal wraps services

This document consists of the terms and conditions for the Samsung Bespoke Fridge Panel decal wraps. The terms and conditions in this document describe and explain the standards and expectations which govern the Samsung Bespoke Fridge Panel decal wraps.

By engaging 'FILM SCREEN PTE LTD' solely for the service of the Samsung Bespoke Fridge Panel decal wraps, you agree to be bound by the following terms and conditions as stipulated in this document. You should read and examine this document carefully.

'FILM SCREEN PTE LTD' will not be saving any physical or digital individual copy of this signed document. We recommend that you save a physical or digital copy of this signed terms and conditions for your own record and reference.

'Services' entailed in this document refers to services only by 'FILM SCREEN PTE LTD'. This document will be updated time to time and shall exclude any additional or other services that would be signed under any separate agreement(s).

Table of Contents

- 1) Ordering & Design Choices
- 2) Colorproofing
- 3) Exchanging of Panels
- 4) Delivery
- 5) Payment
- 6) Refund/Cancellation Policies
- 7) Warranty
- 8) Fair use of Samsung Bespoke Fridge Panel decal wraps
- 9) Privacy Policies

Terms & Conditions

1) Ordering & Design Choices

1.1) Client(s) will be expected to provide a 'Final Artwork' termed as 'FA' to 'FILM SCREEN PTE LTD'. Any circumstance(s) where client did not provide a 'FA', client can opt for a preferred theme which consist of up to fifty (50) design choices. The latter circumstance(s) can be achieve by contacting the 'Sales Representative' of 'FILM SCREEN PTE LTD'.

1.2) It is the sole responsibility of the client(s) to acquire the rights of use for any media within the submitted 'FA' that are protected by Intellectual Property Law. Both 'FILM SCREEN PTE LTD' and 'Samsung Asia PTE LTD' will NOT be held responsible for any issues such as lawsuits that would arise as a result of any infringement of Intellectual Property Laws.

1.3) Any other design choices which does not fall under 'FILM SCREEN PTE LTD' themes will fall onto the sole discretion of 'FILM SCREEN PTE LTD' to consider accepting or rejecting said design choices.

1.4) If client(s) is unable to decide on either his/her choice of theme or his/her design choice. 'FILM SCREEN PTE LTD' will be unable to continue and will reject the job request.

1.5) It is recommended that the client(s) have browse through the guidelines in regards to the FA requirements before choosing to upload their FA. This guidelines can be found under '**Guidelines for Image Dimension**'. If the FA would be considered as unsuitable for prints under the guidelines for any reasons, the turnover period might be extended (See 1.6 for more details).

1.6) The Turnover period for any given job order will take anywhere between 2 to 3 Weeks. This turnover duration is to be taken as a guideline and never as an absolute. (Eg. The turnover period will be dependent on the status and availability for print in regards to the FA)

2) Colorproofing

2.1) If required or requested by client(s), 'FILM SCREEN PTE LTD' will perform colorproofing where the sole intention is to allow client(s) to view how the design and colors will look in the final print in a scaled down size. Any other intentions that would derive from viewing the colorproof will be considered as secondary and 'FILM SCREEN PTE LTD' will not be held responsible for any secondary intentions.

2.2) Colorproofing will NOT incur any additional costs unless the colorproofing sessions has exceeded more than two (2) sessions or client decides to revoke his/her request upon the conclusion of the colorproof session. (See 1.8 for exact nature of Colorproof approval)

2.3) Colorproofing is to be done at client(s) preferred location and timing. The Sales representative will liaised and plan accordingly with the client(s) on the preferred location and time.

2.4) The approval of the colorproofing requires the client(s) to sign his/her signature on the colorproof or issue a digital approval either through email, SMS or any messaging services (Whatsapp, Telegram, etc). This will constitute to the conclusion of the Colorproof session.

2.5) Client may request to keep any colorproof materials for any personal usage, if so 'FILM SCREEN PTE LTD' will NOT be held for any responsibilities regarding the aforementioned colorproof materials (Eg. Lawsuits, Vandalism, etc). Additionally Sales / Customer Service representative will also be required to get client(s) to approved the colorproof digitally via email, SMS or any messaging services.

2.6) Any further adjustments after the signing of the colorproof will NOT be entertained.

3) Exchanging of Panels

3.1) When on site for the exchanging of panels, 'FILM SCREEN PTE LTD' will check client's Samsung Bespoke Fridge Panels for any pre-existing damages such as scratches or cracks before exchanging said panels. If applicable, 'FILM SCREEN PTE LTD' will also inform client(s) of any pre-existing damages and will NOT be held responsible should the damaged areas dilate during or between the removal or installation of the panel. Under any circumstance(s) where said pre-existing damages may distort the decal wraps will also be made known to the client(s) which 'FILM SCREEN PTE LTD' will also NOT be held responsible should the decal wraps distort at a later date after the completion of the job request. This review can also take place during the colorproof session where the Sales Representative inform the client(s) instead.

3.2) Upon the removal of client's Samsung Bespoke Fridge Panels, 'FILM SCREEN PTE LTD' will ensure methods to prevent damages such as scratches to be inflicted on the panel. 'FILM SCREEN PTE LTD' will not be held responsible for any form of existing damage on the Samsung Bespoke Fridge Panels (See 3.1)

3.3) 'FILM SCREEN PTE LTD' will install a temporary Samsung Bespoke Fridge Panel as a Placeholder for the client(s).

3.4) Both 'FILM SCREEN PTE LTD' and the client(s) is to check and ensure if there are any pre-existing damages on the Panel placeholder as well. Where applicable, both parties are to inform the other party in regards to any pre-existing damages.

3.5) Under any circumstance where the client(s) has damaged the Panel Placeholder, whether intentional or accidental, client(s) may have to bear additional costs.

3.6) In the event that client(s) remains uncontactable at any point after 'FILM SCREEN PT LTD' have exchanged the panels, 'FILM SCREEN PTE LTD' shall reserve the rights to hold client(s) panel until contact can be establish.

4) Delivery

4.1) Delivery Goods is to be delivered to the Buyer at the stipulated address that is reflected on the 'Purchase Order' of the Samsung Bespoke Fridge.

4.2) Where the address is NOT identical for any circumstance(s), the Sales representative will communicate with client(s) on the newly acquired address.

4.3) Delivery will take place anytime between 10am - 5pm, Monday to Friday, except public holidays.

4.4) 'FILM SCREEN PTE LTD' will use reasonable and competent endeavors to ensure the delivery of goods within the stipulated time upon the conclusion of the colorproofing session. Under any circumstances where 'FILM SCREEN PTE LTD' is unable to fulfil the expectations of said delivery endeavors as a result of any untimely changes or requests from client(s), FILM SCREEN PTE LTD will NOT be deemed to have breached this contract nor will FILM SCREEN PTE LTD be held responsible to the client(s) regardless of it being direct, indirect or consequential losses however caused by any delay or failure in delivery except as set out in the original conditions which has been stipulated.

4.5) It is the client(s) sole responsibility to ensure that the delivery site is available for entry on the day of the delivery. Failure to inform 'FILM SCREEN PTE LTD' on the day of delivery may invoke an aborted delivery as a result of any kind of restricted access. This would also incur an extra charge of \$25.00 SGD per additional trip(s).

4.6) Upon the delivery of the Samsung Bespoke Fridge Panel, it is the client's responsibility to inspect the goods upon delivery. 'FILM SCREEN PTE LTD' will not be held responsible for any further services

or any other discrepancies or damages unless a notification has been received by 'FILM SCREEN PTE LTD' within Twenty-Four (24) hours after delivery.

5) Payment

5.1) Where client(s) have incurred any form of additional charges, said charges will be calculated separately and any additional invoice(s) will be issued to client(s).

5.2) Client(s) will be required to make a deposit amount of \$107.00 SGD (Inclusive of GST) before any colorproofing sessions will be conducted and any printing service(s) thereof after.

5.3) The payment of any outstanding amount can be delayed up to three days (Days starting from the delivery of the completed Samsung Bespoke Fridge Panels). Any further delays remains at the sole discretion of 'FILM SCREEN PTE LTD'.

6) Refund/Cancellation Policies

6.1) In the event where client(s) express unsatisfactory reviews of the completed Samsung Bespoke Fridge panel installation. Client can request 'FILM SCREEN PTE LTD' to perform touch ups or redo the whole installation of the panel sticker. This will be at the sole discretion of 'FILM SCREEN PTE LTD' and 'FILM SCREEN PTE LTD' reserves the right to reject or accept any request after investigative measures have been performed.

6.2) Should client(s) decides to cancel the Samsung Bespoke Fridge Panel Sticker installation job order at any point after the printing of the colorproof or final prints has began, the deposit amount of \$107.00 SGD (inclusive of GST) will **NOT** be refund. A cancellation fee of \$43 (inclusive of GST) may also be charged accordingly for any services that 'FILM SCREEN PTE LTD' have done so far such as the exchanging of 'FILM SCREEN PTE LTD' and client(s) panel. In this circumstance, 'FILM SCREEN PTE LTD' will also be required to return client(s) panel back while retrieving the Panel Placeholder from the client(s) if applicable.

6.3) Should client(s) request for a change of sticker designs after the completion of installation, additional costs will be charged accordingly.

7) Warranty

7.1) The surface of the panels are to be cleaned using mild soap and water. Under normal fridge usage conditions, the decal wraps will not peel and the colors of the design will not fade for a minimum period of six (6) months. 'FILM SCREEN PTE LTD' will **NOT** provide any form of warranty against mishandling or damages. Such examples include but not limited to.....

- Any intentional or accidental usage of corrosive detergent or liquid spills
- Any heavy duty cleaning that would damage the decal warp (Pressure washing)
- Any forms of intentional or accidental vandalism such as cutting
- Any forms of abrasions or grazing or scraping on the decal wraps
- Any alteration or tampering of the decal wraps or colors
- Any rusting process that alters the colors of the decal wrap or damage the decal wrap itself

7.2) 'FILM SCREEN PTE LTD' warranties applies ONLY to Samsung Bespoke Fridge Panel Stickers and said stickers must have been installed by 'FILM SCREEN PTE LTD'.

8) Fair Use of Bespoke Fridge decal wraps

8.1) Client(s) agrees not to reproduce, duplicate, copy, sell, resell or exploit the Stickers for any sorts of direct or indirect commercial purposes without 'FILM SCREEN PTE LTD' permission. Client(s) is allowed to use the installed stickers for personal usage only.

8.2) 'FILM SCREEN PTE LTD' reserves the right to use any completed Samsung bespoke fridge panel decal wraps as any physical or digital advertising for only 'FILM SCREEN PTE LTD'.

8.3) Under 8.2, 'FILM SCREEN PTE LTD' will use any methods to ensure keeping confidentiality and privacy of the client(s). If client(s) finds it such that any advertising campaign by 'FILM SCREEN PTE LTD' may not have ensure confidentiality and privacy, client(s) can contact the 'Sales Representative' of 'FILM SCREEN PTE LTD' directly and request that 'FILM SCREEN PTE LTD' alter or remove any media associated with the advertising campaign that may have breach client(s) confidentiality and privacy.

8.4) The altering or the removal of any media as stipulated under 8.3 will be at the sole discretion of 'FILM SCREEN PTE LTD'.

9) Privacy Policies

9.1) By using 'FILMSCREEN PTE LTD' services, the client(s) will have agreed to allow 'FILMSCREEN PTE LTD' to use their personal information such as Name, Personal mobile number, Residential Address and Email that is required to facilitate the completion of the Samsung Bespoke Fridge Panel Installation which includes handling any forms of queries, complaints, requests or feedback.

9.2) The client(s) will also have agreed that additional personal information may be required when interacting with any of 'FILMSCREEN PTE LTD' staff.

9.3) It is the sole responsibility of the client(s) to ensure that any personal information entered is complete, true and accurate. Failure to do so may result in 'FILMSCREEN PTE LTD' having difficulties to contact the client(s) which would result in the rejection of the job submission request.

9.4) If any personal information is presented by third-party individual(s) (Eg. Spouse or parents), 'FILMSCREEN PTE LTD' would assume that the third-party individual(s) would have already obtained the consent of the client(s) to allow said third-party individual(s) to use the client(s) personal information.

9.5) 'FILMSCREEN PTE LTD' will ensure proper and reasonable steps are taken to safeguard the client(s) personal information from any external parties that is not affiliated with 'FILMSCREEN PTE LTD' or the client(s) in any way.

9.6) 'FILMSCREEN PTE LTD' will not use the client(s) personal information to provide any other services that 'FILMSCREEN PTE LTD' can offer unless it has been requested by the client(s) through any forms of media.

9.7) 'FILMSCREEN PTE LTD' will be allowed to use any personal information for the sole purpose of any facilitating any future marketing or design purposes. (Eg. Using client(s) names and reviews to facilitate better marketing campaign on social media or websites). Alternatively, client(s) can opt out of this process by contacting the sales or customer service representative of 'FILMSCREEN PTE LTD' or by unchecking the criteria which allow 'FILMSCREEN PTE LTD' to use the client(s) personal details for any future marketing or design purposes.

9.8) 'FILMSCREEN PTE LTD' may store your personal information for any future business purposes. If the client(s) disagrees of this act, the client(s) should contact the sales or customer service representative of 'FILMSCREEN PTE LTD' and inform them to delete or anonymize the client(s) personal information.

9.9) Should the client(s) chooses to withdraw their personal information anytime after the client(s) initial agreement of allowing 'FILMSCREEN PTE LTD' to use their information, the client(s) can contact the sales or customer service representative of 'FILMSCREEN PTE LTD' for assistance. Once this is done, the client(s) should also expect not to receive any additional services offered by 'FILMSCREEN PTE LTD' in the future (See 9.6)