nonbye

General terms and conditions of contract and delivery (ENG)

General terms

Payment terms: Thirty (30) days after invoice date. Invoicing takes place upon delivery

Tax is added to all prices.

Delivery terms: (Incoterms 2020) as agreed

Delivery time: As agreed

Installation date refers to the date when installation commenced.

Nonbye is not responsible for, and does not compensate for, downtime caused by the customer or any party other than Nonbye.

Nonbye is not responsible for delayed or lost deliveries caused by third parties (e.g. DHL)

Travel, mileage compensation, hotel, per diem, installation materials, consumables, lifts, cranes etc. in connection with installation and pre-study/survey are additional unless otherwise agreed.

Projects where Nonbye does not carry out installation: complaints regarding material delivery must be made within 7 calendar days after the delivery is received.

The material delivery must not have been moved from the delivery address.

Foiling (including solar and safety film)

The price is based on installation being carried out during normal working hours. Work outside regular working hours will incur additional charges.

Prices and delivery times apply provided that Nonbye receives production-ready originals from the customer or its subcontractor.

Surfaces for installation must be accessible, clean and dry (e.g. freshly washed vehicle).

Printed materials are produced according to the terms ALG20.

The material (film) carries the same warranty as Nonbye receives from its suppliers. At the customer's request, Nonbye will provide these warranty terms. In the event of, for example, fading within the supplier's warranty scope, Nonbye will replace the material but not other costs such as installation, transport, travel time or other associated costs.

The customer is responsible for inspecting the wrapping upon collection. After the customer's approval of the wrapping, Nonbye provides no warranty for wrapping of cars, trucks, trains or similar mobile vehicles exposed to varying outdoor environments unless it is evident that the installation deviates from professional standards.

In projects including vehicle foiling/wrapping, the customer must inform Nonbye of any paint damage or irregularities on the vehicle before installation is carried out.

For on-site installation, a particle-free and windless environment is required. Installation cannot be performed at temperatures below +12°C.

Removal of existing film will incur additional cost unless otherwise agreed.

Nonbye is not responsible for painted surfaces or variations that may occur when a film prevents fading on unwrapped areas. If required, the customer is responsible for informing authorities during vehicle inspection that the vehicle has changed color due to foil/wrap.

In warranty cases for film products, Nonbye compensates for material only, not installation or associated costs, unless otherwise agreed.

For installation of film on glass, the following applies:

Flat glass with applied film does not have the same optical quality as glass without film. The criteria below apply only to the installed film, not defects in the glass.

It takes time for installed film to achieve full adhesion since application is done using a soap solution. Excess water is pressed out, but some residue always remains between the glass and the film after installation. The time it takes for the film to achieve full adhesion is called drying time. Adhesion and visibility will gradually improve during this period. Drying time is directly related to film thickness. Visual drying time may also vary depending on climate/weather conditions.

Optical quality can be inspected before full visual settling is achieved. Table 1 provides guidance on common visual drying times. Conditions such as water bubbles, distortions or haziness caused by water during this period should not be considered defects.

The glass with applied film shall be viewed at a right angle, from the inside, at a normal viewing distance for the glass, but at least three meters. Inspection shall be carried out in normal daylight and not in direct sunlight, and normal transparency shall be experienced across the entire surface, except for a 50 mm wide band around the edges.

The application shall be considered approved if the following defects (including the visual settling defects described above) are not noticeable:
Dirt particles, chips and tears, hair and fibers, air bubbles, fingerprints, water haze, adhesive lumps, loose corners, stretching in the film, wrinkles, insects, abrasions and scratches.

Inspection can be carried out within one day after installation. Whether installation defects are significant shall be determined under the conditions described above. Glass may have properties that make normal cleaning with a scraper unsuitable. If abnormal scratches are noticed by the installer, work shall be stopped immediately and alternative cleaning shall be used after customer approval. If the customer does not approve alternative cleaning, Nonbye is not responsible for defects arising as a result. If alternative cleaning involves extra work, it is considered additional work.

The result of alternative cleaning may be inferior, meaning more particles may be visible than with normal cleaning. This shall be taken into account during inspection.

Nonbye has no responsibility for deficiencies in the wrapping or for air bubbles, scratches or other visible conditions resulting from the customer's failure to inform Nonbye of special conditions that Nonbye could not reasonably be expected to know.

Air bubbles, scratches or other visible conditions that do not significantly affect the durability, appearance or usability of the wrapping are not considered defects, and Nonbye is therefore not obligated to remedy them. If such conditions only affect the wrapping to a limited extent and are considered defects, the customer's right is limited to a reasonable price reduction, however not exceeding ten percent of the agreed price.

The 50 mm wide band around the edges shall be inspected in the same way as described above, but a small amount of particles is acceptable due to less favorable conditions at the frame. Edge gaps are normally 1–4 mm wide. This allows excess water to be pressed out and prevents damage to the film edges from contact with the frame. Contact with the frame is an installation error that can cause the film to loosen.

For thicker films, edge gaps are normally 1–4 mm, but 1–5 mm is acceptable for film thickness 175µ. The same standards apply to combined solar and safety films/protective films.

Film splicing is necessary when large glass surfaces are treated. This applies to glass surfaces whose dimensions exceed the maximum width of the film. The joint itself is not a defect. The line shall be straight and parallel to the edge of one of the glass frames. The two film pieces shall meet edge to edge and be close but not overlapping. The maximum gap between pieces must not exceed 1 millimeter. Films thinner than 50µ may be spliced overlapping or edge to edge.

Note that reflections in the glass may change due to installation of window film. This is especially true for films containing metal or metal alloys. This is not a defect but an effect of the high-performance coatings used. Clear window film may enhance the appearance of existing scratches.

Tabel 1

Film thickness (µ)	Drying time (days)
< 100	30
100-200	50
200-300	100
300*	140

*no exceeding 452µ

Signs

1 year warranty on the sign structure unless otherwise agreed.

1 year warranty on drivers and LED unless otherwise agreed. In warranty cases, Nonbye compensates for material but not installation or associated costs unless otherwise agreed.

Delivery inspection shall be carried out at a viewing distance corresponding to normal observation distance, but at least three meters.

Painting of sheet metal surfaces refers to standard RAL colors unless otherwise agreed.

Costs for building permits and authority approvals are additional unless otherwise agreed.

Nonbye is not responsible for additional costs arising from unforeseen conditions in, for example, wall or roof structures. It is the responsibility of the party ordering the installation to ensure that updated and accurate property drawings enable Nonbye to install in accordance with the parties' agreement.

For external installation of signs at heights above 4 meters, Nonbye has the right to suspend installation if weather conditions prevent safe work. Costs incurred in connection with interrupted installation due to weather will be invoiced to the customer.

The price for shipping and packaging is always estimated unless otherwise stated in the quotation/order confirmation/agreement. Shipping and packaging will be invoiced after all related costs have been received by Nonbye.

Nonbye is not responsible for connecting electricity to the grid. Three (3) meters of cable are included in the delivery unless otherwise agreed. It is the responsibility of the customer to ensure that the sign is connected to the grid by a certified electrician.

Nonbye is not responsible for performing load measurements on the existing electrical system, junction box or fuse cabinet.

When installing a rooftop sign attached to an external roof, the customer is responsible for ensuring that the property owner and a certified roofer approve the installation. Nonbye is not responsible for reinforcement/improvement of surface layers at the attachment point of the sign, nor for any potential water ingress.

Pylons

1 year warranty on the pylon structure.

Warranty for associated signs, see terms for Signs.

Costs for cranes and lifts are additional.

The ground around and the access road to the location where the pylon is to be installed must be in such condition that access by truck, crane and lift is possible where required. Areas around the pylon must be clear in such a way that installers can perform work efficiently and safely. Nonbye is not responsible for restoring the ground area after completed installation.

Nonbye ensures that the pylon meets requirements for wind and weather loads and provides the customer and its contractor for groundwork and foundation with relevant data to perform wind calculations and adapt the foundation to the expected load.

Nonbye is not responsible for existing foundations or calculations of new foundations. The design and size of foundations may vary significantly depending on pylon type, wind and ground conditions.

Nonbye designs and delivers the pylon to match the agreed interface with the foundation. In the event that Nonbye cannot install the pylon due to changes in the interface outside Nonbye's responsibility, Nonbye has the right to invoice additional costs incurred as a result.

For installation of pylons higher than 8 meters, Nonbye has the right to suspend installation if weather conditions prevent safe work. Costs incurred in connection with interrupted installation due to weather will be invoiced to the customer.

The price for shipping and packaging is always estimated unless otherwise stated in the quotation/order confirmation/agreement and will be invoiced after all related costs have been received by Nonbye.

Nonbye is not responsible for connecting electricity to the grid. Three (3) meters of cable, measured from the base of the pylon, are included in the delivery unless otherwise agreed. It is the responsibility of the customer to ensure that the pylon is connected to the grid by a certified electrician.

Nonbye is not responsible for performing load measurements on the existing electrical system, junction box or fuse cabinet.

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