

Terms & Conditions



Definitions

1. For the purposes of these terms and conditions the following applies throughout.
2. Order(s) mean a request by You to purchase Products from Us.
3. Client or Customer: Refers to the individual, company, or other legal entity that purchases or agrees to purchase goods and/or services from Gopher Sign Company, whether referred to as "Client" or "Customer" throughout this Agreement. These terms are used interchangeably and shall carry the same meaning.
4. Gopher Sign Co., Gopher, GSC or Gopher Sign Company: Refers to the entity providing goods and/or services under this Agreement. These terms are used interchangeably and shall be understood to mean the same legal entity.

Quotes & Pricing

1. Price Quotations are valid for 30 days from the date issued.
2. Price Quotations are only subject to the specifications as detailed. Any changes in specification to size, quantity, materials, and artwork layout will require a Price Quotation revision.
3. All prices are subject to change after the 30-day period without notice.
4. A formal quote must be signed and dated to be deemed accepted and approved before production can begin. The date Gopher Sign Company receives either a physical quote or digital quote is the date accepted.
5. Any artwork required for sign manufacturing must be uploaded to the Gopher art Portal within 2 weeks of receiving a signed quote. Failure to meet this will cause your order to be subject to pricing changes, production schedule changes or order cancelation.

Order Terms

6. A signed and dated Price Quotation with detailed final specifications is required to create an Order and will supersede any accompanying purchase order specifications.
7. All orders are subject to acceptance by Gopher Sign Company. Orders are not binding until confirmed in writing via email or order confirmation. All orders require a signed quote or purchase order to proceed.
8. A 50% non-refundable deposit may be required before production begins on customer orders.
9. Gopher Sign Company reserves the right to refuse or cancel orders at its discretion.

Payment Terms

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1. Accepted payment methods include credit/debit cards, bank transfers, and [other methods, if applicable].
2. If no credit terms have been established for the customer, a 50% non-refundable deposit is due prior to order scheduling. The remaining 50% is due prior to shipment of the product.
3. If credit terms have been established, orders below the credit limit will be invoiced on Net 30 terms from the invoice date. Orders exceeding the credit limit will follow the 50% prior to production / 50% prior to shipment policy for the amount exceeding the credit limit.
4. Customers may apply for credit terms by submitting bank and credit references for review by Gopher Sign Company. Government entities are not subject to this requirement.
5. Late payments are subject to a 1.5% monthly finance charge (18% APY) or the maximum allowed by law.
6. Customer are responsible for any collection costs incurred due to overdue invoices.

Production & Delivery

1. Production & delivery timelines are estimated at the time of Order Acknowledgement and may vary depending on current workload and supply availability.
2. Order production begins only after all necessary approvals and payments are received.
3. Gopher Sign Company is not responsible for delays due to shipping carriers, weather, or other external circumstances.
4. Shipping costs are the responsibility of the client unless otherwise stated.
5. Expedited production & delivery may be available for additional charges, and is subject to availability.
6. Gopher Sign Company is not liable for Production & Delivery delays caused by customer delayed specification and artwork approval, or delayed downpayment.
7. Manufacturing tolerances will adhere to industry standards or customer-specified tolerances, whichever is agreed upon in the order confirmation.
8. Minor variations in finish, color, or texture may occur due to material properties or manufacturing processes and are not considered defects.

Specifications, Design & Artwork

1. Gopher Sign Company does not provide custom design services unless previously arranged.
2. Customer must supply final, print-ready artwork or provide a clear design direction.
3. Artwork Proof(s) must be approved by the customer before any production begins.
4. Gopher Sign Company will under no circumstances quote on, print, cut or fabricate any product if we were not supplied with/or you did not approve a file or drawing in the correct file format.

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5. Customer must provide complete and accurate specifications, including detailed drawings, CAD files, or other required formats, as specified by Gopher Sign Co.
6. Gopher Sign Company is not responsible for errors in customer-provided specifications, including dimensions, materials, or design flaws.
7. If requested, Gopher Sign Company may provide design or engineering consultation for an additional fee, subject to customer approval of final specifications.
8. Any changes to specifications after Order Acknowledgment and
9. Artwork Approval may result in additional costs and delays, subject to Gopher Sign Company approval.

Order Cancellations & Changes

1. Order Cancellations after specification approval but before production may incur a cancellation fee of up to 50% of the order total to cover design and material costs.
2. No order cancellations or refunds are permitted once production has begun.
3. Changes to orders may result in additional charges or extended lead times.

Returns & Defects

1. Due to the custom nature of our products, returns are not accepted.
2. Customers must inspect orders upon receipt and report any issues within 5 business days. Claims for defects or nonconformance will not be accepted after this period. Gopher Sign Company will replace, or repair items confirmed to be defective due to manufacturing errors.
3. Customer is responsible for documenting damage or shortage per the instructions included with the packing slip
4. No penalties will be incurred by Gopher Sign Company, and Gopher Sign Company is not liable for any damage caused because of external conditions such as any frivolous activity by third parties. It will be at the sole discretion of Gopher Sign Co. to inspect and deem any claim acceptable or not.

Force Majeure

1. No penalties will be incurred by Gopher Sign Company, and Gopher Sign Company is not liable for failure to perform if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization.

Use of Work for Marketing

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1. Gopher Sign Company reserves the right to photograph and share signage we produce for marketing purposes, including on social media, our website, and printed materials. If you prefer, we do not share your signage, please notify us in writing at the time of order.

Intellectual Property

1. Customers warrant that their specifications and designs do not infringe on any copyrights, patents, or other intellectual property rights. Gopher Sign Company is not liable for any legal issues arising from customer-provided designs.
2. Any designs, tooling, or processes developed by Gopher Sign Company remain the property of Gopher Sign Company unless otherwise agreed in writing.

Liability

1. Gopher Sign Company liability for any order shall not exceed the order's total value. We are not responsible for indirect, incidental, or consequential damages, including loss of profits or business opportunities. Customers are responsible for ensuring the suitability of manufactured products for their intended use.

Governing Law

1. These terms are governed by the laws of South Dakota, U.S.A. Any disputes will be resolved in the courts of South Dakota, U.S.A.

Changes to Terms

1. Gopher Sign Company reserves the right to update these terms at any time. The terms in effect at the time of order placement will apply.
2. By placing an order with Gopher Sign Company, you agree to be bound by these terms and conditions. For questions, contact us at 605-874-2186 or email us at info@gophersign.com