

Terms & Conditions



Definitions

1. For purposes of these Terms and Conditions, the following definitions apply throughout this Agreement.
2. "Order" means a request by the Customer to purchase Products from Gopher Sign Company that Gopher Sign Company has accepted in writing by email or order confirmation.
3. "Customer" means the individual, company, or other legal entity that purchases or agrees to purchase goods or services from Gopher Sign Company. References to "You" or the "Client" mean the Customer.
4. "Gopher Sign Company" or the "Company" means the legal entity providing goods or services under this Agreement. References to "Gopher Sign Co.," "Gopher," or "GSC" mean Gopher Sign Company.

Quotes & Pricing

1. Price quotations are valid for 30 days from the date issued.
2. Price quotations apply only to the detailed specifications. Any changes to size, quantity, materials, or artwork layout will require a revised price quotation.
3. All prices are subject to change without notice after the 30-day period.
4. A formal quotation must be signed and dated before it is deemed accepted and approved and before production may begin. The acceptance date is the date Gopher Sign Company receives the signed quotation, whether in physical or digital form.
5. Any artwork required for sign manufacturing must be uploaded to the Gopher Sign Company art portal within two days after the signed quotation is received. Failure to meet this deadline may result in pricing changes, production schedule changes, or Order cancellation.

Order Terms

6. A signed and dated price quotation with detailed final specifications is required to create an Order and will supersede any specifications in an accompanying purchase order.
7. All Orders are subject to acceptance by Gopher Sign Company and are not binding until Gopher Sign Company confirms them in writing by email or order confirmation. Gopher Sign Company will not proceed until it has received the signed quotation and any purchase order required for the transaction.

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8. A 50% non-refundable deposit is required for Customer Orders when specified in the Payment Terms below.
9. Gopher Sign Company reserves the right to refuse or cancel Orders at its discretion.

Payment Terms

1. Accepted payment methods include credit cards, debit cards, and bank transfers.
2. If no credit terms have been established for the Customer, a 50% non-refundable deposit is due before the Order is scheduled. The remaining 50% is due before 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. For the portion of an Order exceeding the credit limit, 50% is due before production and the remaining 50% is due before shipment.
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. The Company reserves the right, at its sole discretion, to require full payment in advance for Orders that do not meet established order minimums.
6. Late payments are subject to a finance charge of 1.5% per month, equivalent to 18% per year, or the maximum rate allowed by law, whichever is less.
7. Customers are responsible for any collection costs incurred because of overdue invoices.

Production & Delivery

1. Production and delivery timelines are estimated at the time of Order Acknowledgment and may vary depending on current workload and supply availability.
2. Production for an Order begins only after Gopher Sign Company has received all approvals and payments required for that Order.
3. Gopher Sign Company is not responsible for delays caused by shipping carriers, weather, or other external circumstances.
4. Shipping costs are the responsibility of the Customer unless otherwise stated.
5. Customer pickup orders must be collected within seven calendar days after notice is provided. Orders not collected within that period will be assessed a storage charge of \$100 per day until pickup.

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6. Expedited production and delivery may be available for an additional charge, subject to availability.
7. Gopher Sign Company is not liable for production or delivery delays caused by the Customer's late submission or approval of specifications or artwork, or by a late deposit payment.
8. Manufacturing tolerances will adhere to industry standards or Customer-specified tolerances, as agreed upon in the Order confirmation.
9. 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. The Customer must supply final, print-ready artwork or provide clear design direction.
3. Artwork proof(s) must be approved by the Customer before production begins.
4. Gopher Sign Company will not quote, print, cut, or fabricate a product unless the Customer has supplied or approved the applicable file or drawing in the required file format.
5. The Customer must provide complete and accurate specifications, including detailed drawings, CAD files, or other required formats, as specified by Gopher Sign Company.
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 the Customer's approval of the final specifications.
8. Any changes to specifications after Order Acknowledgment and artwork approval may result in additional costs and delays and are 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.

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Returns & Defects

1. Due to the custom nature of the Products, returns are not accepted.
2. Customers must inspect Orders upon receipt and report any defect or nonconformance within five business days. Claims submitted after that period will not be accepted. Gopher Sign Company will repair or replace items confirmed to be defective due to a manufacturing error.
3. The Customer is responsible for documenting any damage or shortage in accordance with the instructions included with the packing slip.
4. Gopher Sign Company will not incur penalties or be liable for damage caused by external conditions or the acts of third parties. Gopher Sign Company may inspect any claimed damage and, in its sole discretion, determine whether the claim is acceptable under these Terms and Conditions.

Force Majeure

1. Gopher Sign Company will not incur penalties or be liable for failure to perform if such failure results from an act of God, including fire, flood, earthquake, storm, hurricane, or other natural disaster; war, invasion, acts of foreign enemies, or hostilities, whether or not war is declared; civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, terrorist activity, or nationalization.

Use of Work for Marketing

1. Gopher Sign Company reserves the right to photograph and share signage it produces for marketing purposes, including through social media, its website, and printed materials. Customers who do not want their signage used for marketing must notify Gopher Sign Company in writing when placing the Order.

Intellectual Property

1. Customers warrant that their specifications and designs do not infringe 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

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1. Gopher Sign Company's liability for any Order will not exceed the total value of that Order. Gopher Sign Company is not responsible for indirect, incidental, or consequential damages, including loss of profits or business opportunities. Customers are responsible for ensuring that manufactured products are suitable 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 and Conditions at any time. The Terms and Conditions in effect at the time an Order is placed will apply.
2. By placing an Order with Gopher Sign Company, the Customer agrees to be bound by these Terms and Conditions. Questions may be directed to 605-874-2186 or info@gophersign.com.