



SPECTRUM SIGNWORKS LLC
STANDARD TERMS AND CONDITIONS

1. The term "Seller" means SPECTRUM SIGNWORKS LLC. The "Buyer" means the person or entity designated on the Invoice. The terms "Sales Order" or "Order" mean the entirety of the scope of work outlined on the Invoice executed by Seller to confirm or set out the agreement between Seller and Buyer for the sign products ("Goods") and services ("Services" and, collectively with the Goods, the "Work"). The term "Agreement" means, collectively, the Sales Order and the Terms and Conditions in this document.
2. This Agreement comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement shall prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Agreement.
3. Seller's Estimates are valid for thirty (30) days from date of quotation - thereafter price is subject to change.

PAYMENT & WORK TERMS

4. CASH or CREDIT CARD CUSTOMERS –For orders over \$200, 50% deposit is required upfront to place an order; balance is due upon completion. Orders are considered complete once picked up, installed, delivered, or upon shipment. For all orders under \$200, full payment upfront is required to place an order. Payments must be made by cash, corporate check, Visa, MasterCard, Discover or American Express.
5. PURCHASE ORDER CUSTOMERS – Purchase Order is required upfront to place an order. Payment terms are NET 30, payment due 30 calendar days from the date of the Invoice. If Buyer does not pay an invoiced amount within terms, Buyer will in addition pay finance charges of one and one-half percent (1.5%) per month on the late balance, or if less, at the highest interest rate permitted by applicable law, accruing from the applicable due date. Seller reserves the right to withhold shipment of the Goods until full payment is made.
6. ORDERS REQUIRING INSTALLATION—Once installation commences on a date agreed by Buyer and Seller, if Seller is then prevented from completing entire installation outlined on Invoice due to lack of readiness of the jobsite, or at the instruction of Buyer or an onsite representative of authority, causing Seller to halt installation for a period of more than 14 calendar days, Seller will require any already-completed portion of the Order to be paid as partial payment, payable under the payment terms shown on the invoice (Cash or Net 30). Seller would send Buyer an updated Invoice, showing the partial amount due based upon completed work-to-date. When installation recommences, the same process will repeat if additional installation delays of more than 14 calendar days occurs, until the Order is fully installed. Once installation of this Order is fully complete, the remaining balance would be invoiced to Buyer and would be due under the terms on the Invoice (Cash or Net 30).
7. All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes (excluding taxes imposed on, or with respect to, Seller's income).
8. Buyer's approval/signoff of acceptance of the Invoice must be complete with deposit prior to the start of any Work or before any material orders are placed.
9. Buyer is solely responsible for final approval of ALL artwork, spelling and actual production of any and all Goods produced under this Agreement. This applies to any and all modifications/change orders made to the original estimate/design.
10. Some minimal design and layout work is included in the above quote. However, based on the complexity of the design, the quality of the art file received from Buyer, and the number of changes requested by Buyer, additional design charges will be added to the final invoice. If Buyer cancels the project after the design phase is completed, then design charges will be due and payable.
11. Design, artwork prep is charged at \$95 per hour in 30- minute increments and will be charged regardless of whether signage is purchased unless otherwise noted in your estimate.
12. Buyer shall pay all costs incurred by Seller plus an additional fifteen percent (15%) for cancelled orders.
13. Abandonment -- Should the Buyer fail to communicate or become unable to cancel (bankruptcy, change in ownership or any other reason), the order shall become inactive. If inactivity exceeds 30 days, the order shall be deemed cancelled. Buyer agrees to forfeit any deposits to pay for completed products (including profit thereon) and any direct costs.
14. All Goods are the property of Seller until all amounts owed by Buyer are paid in full. Buyer shall provide Seller full access to such Goods if payment is not made in full when due.
15. Permit Acquisition - Seller charges a permit acquisition fee based on the project scope.

16. Any installation costs quoted are based on optimum conditions at the site, readiness of the walls or surfaces, the grounds, and other areas where the Goods may be installed, as well as the description provided by Buyer. Additional charges will apply based on unexpected or unknown factors during the installation process.

17. Electrical signs require their own dedicated circuit which is the responsibility of Buyer prior to installation. Buyer is also responsible for providing electrical junction box within six feet of sign installation location.

18. Buyer agrees to pay all attorney's fees, collection costs, and other related expenses incurred by Seller in order to collect any money due under the payment terms of this Agreement, plus interest and late fees, to the maximum extent permitted by law, on all past due amounts.

19. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

20. Buyer represents and warrants that any designs, artwork, specifications, materials or other items that it furnishes for performance of services by Seller (i) does not infringe any copyright or trademark or other Intellectual Property Rights of any third party; (ii) is not libelous or obscene; (iii) does not invade any persons right to privacy; and (iv) does not otherwise violate any laws or infringe the rights of any third party. Buyer represents and warrants that it has the right to use and to have Seller use on behalf of Buyer any data provided to Seller or its affiliates by Buyer including specifically customer names, identifying information, addresses and other contact information and related personal information.

21. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

22. Buyer shall defend, indemnify and hold harmless Seller, its subsidiaries, successors, assigns, affiliates, agents and contractors, and the officers, directors and employees of each of them, from and against any damage, loss, claim, judgment or other liability, cost or expense (including but not limited to, court costs and reasonable attorneys' fees) incurred by Seller, which may in any way arise out of any act or omission in connection with this Agreement, including, but not limited to: (i) any purchase orders; (ii) the purchase, resale, use, handling or distribution of Goods by Buyer or Buyer's successors, assigns, affiliates, agents and contractors, or the officers, directors or employees of any of them; (iii) the infringement or violation of any third party's intellectual property or other rights arising out of or in connection with Seller's use of designs, artwork, specifications, materials or other items provided to Seller by Buyer; (iv) Buyer's violation of any applicable law, rule or regulation or any contract or agreement with any third party; (v) Buyer's breach of any representation, warranty or obligation hereunder; or (vi) any claim by any property owner, landlord, tenant, or any other party in connection with any of the foregoing (i) through (v). Seller reserves the right, without being required to do so, and without waiver of any indemnity hereunder, to defend, at Buyer's expense, any claim, action or lawsuit coming within the scope of this indemnity provision.

LIMITED WARRANTY

23. Seller warrants to Buyer that, upon installation and for a period of 12-months thereafter (the "Warranty Period"), the Work shall reasonably conform to the specifications set forth in the Sales Order in all material respects.

24. Seller will provide Buyer with an online proof for Buyer approval. Once Buyer approves a proof, Buyer will be liable for all fees associated with the order, as specified in this Agreement.

25. OTHER THAN THE WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

26. Seller shall not be liable for a breach of the warranties set forth in Section 21 unless: (i) Buyer gives written notice of the defective Work, reasonably described, to Seller within 30 days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 21 to examine such Work; and (iii) Seller reasonably verifies Buyer's claim that the Work is defective.

27. Seller shall not be liable for a breach of the warranty set forth in Section 21 if: (i) Buyer makes any further use of such Work after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage,

installation, commissioning, use or maintenance of the Work; or (iii) Buyer alters or repairs such Work without the prior written consent of Seller.

28. Subject to Section 24 and Section 25 above, with respect to any such Work during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Work (or the defective part) or (ii) credit or refund the price of such Work at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Work to Seller.

29. THE REMEDIES SET FORTH IN SECTION 26 SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 21.

30. In addition to the foregoing, to the extent permitted under any applicable agreement or other arrangement under which Seller obtains, or provides to Buyer, any third-party products ("Third Party Products"), Seller will use commercially reasonable efforts to pass on to or assign to Buyer such benefits of any such warranties as are transferrable under such agreement or other arrangement.

LIMITATION OF LIABILITY

31. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

32. IN NO EVENT, SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.

33. The limitation of liability set forth in Section 29 shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

GENERAL TERMS

34. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

35. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

36. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

37. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

38. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

If you have any questions regarding this Agreement, please give us a call at 239-908-0505. We appreciate your business!