

Unless otherwise agreed to in writing, the following applies to all orders accepted by SignCenter:

Orders - An order is defined as a regularly placed job, verbal, written, through fax, email, or online through www.websigncenter.com.

Quotation / Estimate - Any quotation / estimate not accepted within forty-five (45) days is subject to review. All prices are based on rates at the time of quotation. Quotations supplied online at websigncenter.com are for reference only, and must be confirmed by written estimate or sales order.

CUSTOMER is 100% responsible for digital file(s): - All prices and quotations provided by SignCenter assume the customer provides properly prepared digital files, that follow SignCenter guidelines. The customer accepts all responsibility for supplied files that fail to output properly, contain errors, or provide unacceptable results. (SignCenter will make every effort to discover problems in the disk pre-flight stage, but accepts no responsibility for errors not detected). Digital image files supplied by the customer are the exclusive responsibility of the customer and SignCenter accepts no responsibility for the color accuracy or quality of these files. If your file is not submitted properly SignCenter cannot be held responsible.

Sales Orders - All placed orders are confirmed via a SignCenter Sales Order. The order will be produced and invoiced to the EXACT information that appears on that order. Acceptance of the Sales Order indicates agreement with all the term and conditions listed herein.

Dimensions and sizes - Dimensions and sizes described for all orders are exact and final finished sizes with tolerances appropriate to the material. Additional "bleeds" are not included.

Production Schedules and Turnaround Times - Delivery schedules, turnaround times and other terms used by SignCenter merely reflect the average completion time of similar orders and will be affected by run lengths, special customer requirements, workloads, holidays or equipment breakdowns. Production schedules will be established and adhered to by customer and SignCenter, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of supplier or carriers, action of government or civil authority and acts of God or other causes beyond the control of customer or SignCenter. We are not responsible for shipping carrier errors, orders sent to residential addresses or post office boxes. Where production schedules are not adhered to by the customer, final delivery date(s) will be subject to renegotiation. Allow an average (not guaranteed) of 3-5 working days for the completion of all standard and specially priced orders. Any order to be completed at a "RUSH" is available at an additional cost.

Sales Tax - All Connecticut orders are subject to sales tax. If customer is tax exempt, exemption certificate must be sent or faxed to us with the first order.

Order Cancellation - Customer is responsible to pay the value of any order cancelled, pro-rated to the state of production at the time of cancellation.

Returns for Credit - Because each order is custom produced, no order may be returned for credit under any circumstances.

Refund Policy - All sales are final. No refunds are available on orders unless work has not been started and the refund is requested the same business day. In the case of a refund on an order that work has not started, a \$15 processing fee may be charged.

Warranty - SignCenter, at its sole discretion will reprint any order that contains abnormal imperfections. We reserve the right of discretion as to what is an abnormal imperfection.

Liability - SignCenter's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms of any agreement, SignCenter shall have the right, if necessary, to retain possession of, and shall have a lien on, all customer property in SignCenter's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance, or guarantee of payment shall not affect such security interest and lien.

Claims - All complaints for defects or shortages must be registered within 24 hours of receipt of job. Should the job contain manufacturing errors and/or defects, we would rerun at no charge. We maintain the right to judge what a manufacturing defect and error is. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications. SignCenter's sole liability shall be limited to the reprinting of any defective order or portion thereof and in no case, shall include special or consequential damages including customer expenses, or profits lost thereof.

Indemnification - The customer shall indemnify and hold harmless SignCenter from any and all loss, cost, expense, and

damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against SignCenter on grounds alleging that the said printing violates any copyrights or any proprietary right, or that it contains any matter that is libelous or obscene or scandalous, or invades any person's right to privacy or other personal rights. The customer agrees, at the customer's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against SignCenter, provided that SignCenter shall promptly notify the customer, with respect thereto, and provided further that SignCenter shall give the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

Creative Work - Creative work, such as sketches, samples, copy, dummies, and all preparatory work developed and furnished by SignCenter shall remain its exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by SignCenter, and not expressly identified and included in the selling price.

Customer-furnished Materials - SignCenter prefers to not print on customer supplied media, however, in specific cases we will print on APPROVED supplied media. Customer understands that technical problems can occur during printing and will supply adequate extra material for any necessary reprints. SignCenter may reject any material not receive perfectly flat, or having a surface that might damage printing equipment. No warranty is made for ink adhesion on supplied media. Customer-furnished material shall be manufactured, packed, and delivered to SignCenter's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer.

Press Proofs - Unless specifically provided in SignCenter's quotation, press proofs are not provided. A digital proof (PDF or Screen Shot depending upon file size) will be returned with the Order Confirmation.

Color Proofing - Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery. For color critical applications, it is the customer's responsibility to supply an approved match print, or embedded Pantone Solid Coated colors in the print file. SignCenter will match Pantone colors in CMYK process to equivalents as shown in the Pantone Color Bridge at a measured *Delta-E* of 5 or less.

Delivery - Local delivery is free on orders over \$100. No guarantees are made for exact arrival times. Special priority pickup or delivery service will be provided at current rates upon customer's request. Title for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first. SignCenter is not responsible for, and is absolved from all liability on orders being delivered by third party shipping companies. (Outside shipping company).

Customer Account and Passwords - Protection of account logins and controlling account access is your responsibility. SignCenter will not be held responsible for any password or access problems. Furthermore, all orders, actions, etc., placed through your registered account are your responsibility and not the responsibility of SignCenter. You agree to immediately notify SignCenter of any unauthorized use of your account. Under no circumstances will SignCenter be liable for any loss or damage arising from your failure to comply.

Credit Terms - Any customers that have never conducted business with SignCenter are on an "Advance Payment" term. A 100% prepayment is required for all new customer orders, for a term on 90 days. New customers requesting of credit will be evaluated based upon business volume and payments during the Advance Payment term. Those requesting credit in excess of \$10,000 USD must also submit a current business financial statement with their orders to be reviewed by the SignCenter Credit Department. Based on findings from the credit review, additional deposit payments may be required for order release into production.

Credit Maintenance - When products are shipped, invoices are generated and sent to customers via either email or first class mail. Accounts that are inactive for at least one (1) year from last product shipped will be deemed inactive. To reactivate an account, a customer must reinstate the credit qualification process. In addition, SignCenter reserves the right to cancel credit extension to any customer for any reason without notice.

Delinquency - Unless otherwise stated, all invoices are payable net thirty (30) days from the date of the invoice. After thirty (30) days, unpaid invoices are marked "past due." After sixty (60) days, the account is placed on credit hold and marked "delinquent." After ninety (90) days, credit privileges are suspended and interest charges may be assessed. Customers will be liable for any court costs, attorney's fees and other legal expenses associated with the collection of delinquent invoices. A \$30 (USD) charge will be assessed for all checks returned for "not sufficient funds" (NSF). Returned checks will cause an account to be placed on "prepayment" status.

Purchase Order Requirements - All purchase orders submitted to SignCenter must contain the following:

- Name and contact information for an authorized buyer

- Total dollar value of order
- Payment terms of net 30 days unless otherwise specified by SignCenter Credit Department
- Shipping and handling terms defined
- Current billing address information
- Taxable status of the order
- Federal Tax ID#

Credit Card Payments - We're pleased to accept Visa®, MasterCard® and American Express® as payment for any US orders to be charged upon shipment. If paying by credit card, account information with authorization should be presented at order placement. Credit cards payments will not be accepted after the shipment date without incurring a 3.5% processing charge.