



# Terms and Conditions of Sale

## Full-Service Architectural Signage

Precision Signs.com, Inc. is referred to as SELLER, the CUSTOMER, shown on reverse side hereof, is hereinafter called the CUSTOMER. In consideration of the SELLER selling to the CUSTOMER on open account or on other terms, the SELLER and CUSTOMER agree as follows:

### General

SELLER will provide CUSTOMER with a formal proposal stating relevant specifications and calculated costs for each item listed on the proposal. Any portion of this proposal which differs or is inconsistent with the CUSTOMER'S communication must be agreed to in writing.

This proposal quotation is valid for thirty (30) days, after which time the quotation shall expire.

### CUSTOMER Responsibilities

CUSTOMER shall provide the following to SELLER prior to the commencement of order fabrication:

- 1) A completed Client Profile.
- 2) Credit References
- 3) Verified purchase order and signed quotation by authorized personnel, referencing job and quotation amount.
- 4) All required schedules, floor plans, color specifications, shop drawing approvals, and any additional information pertinent to the project.
- 5) Move-in dates for all phases of installation.

It is the CUSTOMER'S responsibility to determine the suitability of purchased product for its intended use and since SELLER assumes no control over the final and intended use of the purchased products, CUSTOMER should conduct its own tests of the products in their intended application.

CUSTOMER shall take care when handling and storing all SELLER'S products to prevent damage to the product.

CUSTOMER should carefully inspect the products upon receipt and prior to installation, cutting, drilling, or fabrication and inform SELLER immediately of any damages, product defects, errors, or omissions. Failure to do so may jeopardize CUSTOMER'S rights for repair or replacement. If CUSTOMER installs the product, it is assumed that CUSTOMER has accepted the product in its delivered condition.

SELLER will not be held liable for any flaws in customer's design, specifications and/or installation.

***Note: Changes in quantity or product design cannot be made once production has begun. Any requests to change the scope of work will require a CUSTOMER change order which may result in additional charges and longer production lead times.***

### Payment Terms

All sales are subject to the approval of SELLER'S Credit Department. By entering into a contract with SELLER, CUSTOMER hereby agrees to the following Payment Terms. Payment shall be made in accordance with the following schedule:

- 50% Deposit due with Purchase Order/Signed Quote
- 40% Due upon Completion of Production
- 10% Due upon Completion of Installation or Shipment of Goods

For convenience of the CUSTOMER, payment can be made by check, credit card (VISA, MasterCard, American Express or Discover card), ACH or wire transfer.

A service charge will be added on accounts that remain unpaid beyond invoice terms at a rate of 1.5% per month (annual rate of 18%) or lesser rate as permitted by applicable law.

If at any time and for any reason, CUSTOMER does not pay for ordered product when due, and in the event it becomes necessary for SELLER to incur collection costs or institute suit to collect amounts due, CUSTOMER hereby agrees to pay such costs, including any legal fees and expenses.

### Order Cancellation

SELLER'S products are customized and therefore made to order. It is essential that the CUSTOMER reviews acknowledgements immediately upon receipt for project specification accuracy. Any disparity between the CUSTOMER'S purchase order and the specifications listed on SELLER'S quotation/acknowledgement must be communicated to SELLER within two business days of receipt. Failure to notify SELLER of any order change within this time period will constitute the CUSTOMER'S acceptance, and SELLER'S quotation/acknowledgement and these Terms and Conditions of Sale will be final and binding. This agreement is not subject to oral cancellation or change. The order may be cancelled by the CUSTOMER only upon written notice to SELLER and

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INC.

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AVENUE

AMITYVILLE  
NEW YORK  
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631  
841-4345

SELLER'S consent to such cancellation. The CUSTOMER acknowledges that it is subject to a cancellation charge that includes all costs and expenses already incurred or to be incurred for obligations made in connection with the processing, handling and fabrication of the products of the cancelled order plus reasonable amounts for overhead and profit. Both SELLER and the CUSTOMER agree that this cancellation charge is construed as liquidated damages and not as a penalty for the cancellation of the order.

### **Product Variation**

SELLER'S products utilize materials and processes that can create slight color and pattern variations. These variations are inherent in the materials and processes used. SELLER recommends that the CUSTOMER order sufficient quantities to complete an entire specific job so that any dye lot variation can be minimized. A custom sample submitted by SELLER for the CUSTOMER'S approval of color, pattern, or general appearance assumes that slight variations are possible between custom samples and production material.

### **Quantities**

CUSTOMER and SELLER agree that SELLER'S responsibility to provide quantities of products and services is limited to those quantities as outlined on SELLER'S proposal. SELLER shall not be responsible for any discrepancies between SELLER'S proposal and any other schedule, plan, blueprint, etc.

### **Project Turnaround (Lead) Time**

Turnaround (lead) times are estimates only and may be confirmed only upon receipt of signed shop drawings, irrespective of the Quote Approval date, Purchase Order date or date of deposit.

Shipping costs are to be determined at the time of shipment and will be included at the time of billing of invoice.

### **Required Dimension/Site Inspection**

- 1) CUSTOMER shall provide SELLER with access to premises for site inspection and installation purposes.
- 2) CUSTOMER shall provide a secure staging area for the storage of signs, tools and necessary supplies & equipment.
- 3) When necessary, CUSTOMER shall provide a sample set of elevator buttons in order to facilitate exact placement of button holes.
- 4) All verified dimensions on shop drawings must be approved by CUSTOMER in reasonably ample time prior to installation in order to guarantee on time delivery/installation.

### **Installation**

An installation date will be confirmed within the last two (2) weeks of production.

- 1) The installation charge is based, in part, on a specific number of installation visits as indicated on the quotation. The CUSTOMER'S site must be completely ready and easily accessible to our installers during agreed upon business or non-business hours.
- 2) Any additional installation visits beyond the original scope that are incurred due to site unavailability will result in additional installation fees, including additional travel and expenses.
- 3) The CUSTOMER is responsible to insure that all surfaces which are to receive graphics are cleaned to an acceptable level prior to the start of the installation. Cleaning services rendered by SELLER'S Installers will be at an additional charge.
- 4) If applicable, the CUSTOMER is responsible for the coordination of the elevator company's presence at the time of call plate installation. CUSTOMER is responsible for any costs associated with such presence.
- 5) Any damage incurred to the installed graphics by other trades will **NOT** be the responsibility of SELLER.
- 6) If removal of any sign(s) is requested by the CUSTOMER, SELLER will **NOT** be responsible for any damage to wall surfaces or the removed sign(s).
- 7) SELLER assumes no liability for damage to products as a result of vandalism or tampering. Any damage to products as a result of vandalism or tampering shall be CUSTOMER'S responsibility.
- 8) If CUSTOMER requires specific additional insured endorsement(s) beyond SELLER's blanket endorsement, an additional fee will be charged to CUSTOMER for each additional endorsement.