

TERMS AND CONDITIONS OF SALE

The Freight budget number is estimated. Due to current Freight volatility final invoice amount may be more than estimated amount shown."

DOWN PAYMENT: Payment per the terms on the front of this contract is due and payable to SELLER with the executed CONTRACT. No change in PAYMENT TERMS will be accepted after this CONTRACT has been executed unless agreed in writing by SELLER.

PAYMENT DUE: Should BUYER be unable to accept delivery of the items covered by this contract within (1) days of notification by SELLER that the items are available for shipment, payment for entire balance will immediately be due and payable to SELLER by BUYER.

TAXES: Applicable sales and or use taxes are to be paid by the BUYER even if omitted from cost calculations on the front of this CONTRACT. **NOTE:** Applicable sale tax may change at time of shipping due to state, county, city, locality tax rate changes. Unless buyer provides seller with a valid correct tax exemption certificate applicable to the product ship-to location prior to seller acceptance of order, the buyer is responsible for sales and all other taxes associated with the order, however designated.

PERMITS: Estimated permit cost: The amount listed is for budgetary purposes and is not the actual cost. The final permit cost will be TBD with paid receipts. Actual permit cost: The amount listed is the paid receipt to the city to obtain the city permits to install the signage on your location. Permit staff time: The cost associated with staff time to obtain the city permits to install the signage on your location. These costs are the responsibility of the BUYER and will be added to your final invoice. The cost to procure permits will include special drawings and staff time charges necessary to procure the permits. SELLER does not represent that the products listed on the front of this CONTRACT will be permitted by municipalities in which they are being installed. PRODUCTS and SERVICES are subject to change until permits are issued by the municipalities involved. If changes are necessary to obtain the permits, an ADDENDUM will be issued to this CONTRACTOR.

WARRANTIES: Fusion Sign and Design warrants all products of its own manufacture against defects in materials and workmanship for a period of one (1) year from the date of shipment. This warranty applies only as follows: This warranty includes replacement and/or repair of any faulty materials for one (1) year from date of shipment. The labor to replace or repair any material is covered for ninety (90) days from date of shipment. Replacement and/or repair warranty is valid only if all other terms and conditions herein are met. This warranty covers all components of the sign which are manufactured by Fusion Sign and Design. Other components carry the separate warranty provided by the manufacturer of that item and may exceed the Fusion Sign and Design warranty period.

NOTE: Fluorescent lamps, neon tubing, and incandescent bulbs carry no warranty. Fusion Sign and Design requires notification prior to replacement of any part under this warranty. Replacement parts will be supplied, F.O.B. Whittier, CA Invoiced with credit applied upon receipt of defective part, when shipped to us prepaid. Fusion Sign and Design will then have a reasonable period of time to investigate. Fusion Sign and Design shall have no obligation under this warranty if: Product is improperly installed by others not contracted by Fusion Sign and Design or if Buyers performs unauthorized service. Buyer fails to notify Fusion Sign and Design of any possible defect. The signage is damaged by acts of God, vandalism, freight damage or any force majeure. The obligation of Fusion Sign and Design is limited to replacement and/or repair of defective components at the discretion of Fusion Sign and Design.

CHANGES TO ORDER: Seller reserves the right to void any quotation for price or terms in the event that buyer to whom such quotation is made changes his order with respect to any factor reflected in price or other terms originally ordered or quoted.

FREIGHT/SHIPPING CHARGES: All freight costs, transportation, or mailings and all demurrage charges shall be paid by Buyer. Buyer to pay all increased freight, whether prepayment for freight has been made or not. The Buyer agrees liability of all charges payable for their shipment, including but not limited to adjustments issued by the carrier after the shipment, price changes, fuel surcharges, etc. Additional charges may apply for tractor detention, trailer detention, and drive

assistance. Truckload cancellations require a 24 hour notice to avoid a cancellation fee. Guaranteed transit times do not include holidays, no-service days (as defined by the selected carrier) and pick up day. Pick Up Day is not included in calculation of transit time. Note: Buyer is responsible for providing accurate destination information. Any incorrect destination information provided to Fusion Sign and Design at time of delivery, the buyer will be billed for all additional or reroute charges that apply.

SIGN FOOTING: Occasionally difficult digging conditions are encountered when digging or drilling for sign footings. Such conditions may require hand-digging, special drilling rigs, jack-hammering, revised footing dimensions, relocation of the footing, etc... If such conditions are encountered the undersigned executor agrees to pay for the additional material and labor costs involved.

UNDERGROUND OBSTRUCTIONS: During installation each sign footing is field staked. Then local line locator service will mark only public underground utilities. While digging sign footings within private property, should Fusion Sign and Design or it's designated hole excavator disrupt, damage or destroy any utility or private line the undersigned executor of this agreement will hold Fusion Sign and Design and it's agent free from any claims as a result of such damage to the underground utilities, including but not limited to utility repair costs and costs related to utility interruption.

TERMS: This CONTRACT, when executed by both parties, does not allow any cancellations or changes unless approved in writing by SELLER. This CONTRACT contains all the terms and conditions agreed by all parties and no other agreements, oral or written, shall exist or bind any of the parties other than as is contained in for delays in shipment resulting from delays from suppliers, transportation services, labor disputes or any other circumstances beyond SELLER'S control including delays in obtaining installation permits. SELLER'S manufacture, delivery and installation dates are estimated on prevailing conditions or are subject to change. SELLER and BUYER agree that the laws of the STATE OF CALIFORNIA shall govern the validity, construction and enforceability of this CONTRACT and that this CONTRACT was entered into and executed in Whittier, Los Angeles County, California. All actions to enforce this CONTRACT must be made in Los Angeles County, California. In the event the BUYER defaults and this CONTRACT is placed with an attorney for enforcement, BUYER, shall pay SELLER'S reasonable collection and or repossession costs plus SELLER'S reasonable and actual attorney fees.

INSTALLATION CONDITIONS: Due to possible unknown conditions that may arise at the location covered by this CONTRACT, it is necessary to establish certain standard conditions on which the CONTRACT is based. Any deviations not listed on the front of this CONTRACT will be considered NON-STANDARD and can result in extra costs.

A. Standard soil conditions are defined as compacted soil having a soil bearing pressure of at least 3000 PSF.

B. Standard wind load for all signs, structures and foundations is to be 30 PSF (approximately 100 MPH winds).

C. When new signs are installed on existing supports, poles, uprights or frameworks, SELLER does not warrant the condition of the line supports, poles, uprights, frameworks or foundation and assumes no responsibility for their structural

integrity or worthiness.

D. Frozen ground and subterranean water, rocks or other obstacles encountered during installation are considered non-standard.

E. Hidden obstacles encountered in or behind walls that affect the installation of wall letters and/or wall signage are not standard.

F. Electrical service is not included with this contract and is to be provided by the BUYER. FINAL ELECTRICAL CONNECTION IS THE RESPONSIBILITY OF THE BUYER. All signs are quoted with 120 volts 60 Hertz electrical components. Electrical service provided by BUYER must be within 5' of sign to be installed.

*****ADEQUATE ELECTRICAL POWER MUST BE BROUGHT WITHIN 5' (UNOBSTRUCTED FEET) OF EACH SIGN LOCATION BY CLIENT. *****

G. Any repairs, both electrical and structural, to existing signs are excluded unless specifically listed in the front of this CONTRACT.

H. It is the BUYERS responsibility to locate and place all signs and SELLER shall not be responsible for any costs, expenses or damages resulting from said placement by BUYER.

I. It is the responsibility of the BUYER to have the installation site accessible for all necessary equipment for the installation of signs at the agreed time. Failure to have the site accessible can result in delays in the installation and additional charges can be incurred.

J. Permission for use of the building and/or land for the installation of proposed signage is the responsibility of BUYER.

This proposal may be withdrawn by Fusion Sign and Design within 30 days.

THERE ARE NO UNDERSTANDINGS OR AGREEMENTS OUTSIDE OF THIS WRITTEN PROPOSAL.