

## **DI Graphics, Inc. Sales Terms and Conditions**

### **SALES ORDERS**

All sales orders are based on final output art/files reviewed by DI Graphics. If additional art setup, design, proofing or prototype services are required, DI Graphics, Inc. will advise the customer of the cost of such changes through an Order Acknowledgement form and will require customer acceptance of such changes before the order can proceed.

### **CANCELLATION**

Orders cannot be cancelled except upon terms that will compensate DI Graphics, Inc. for any work performed on the sales order, including materials, labor and overhead plus a \$250 order cancellation charge.

### **PROOFS**

For new Items, DI Graphics, Inc. will provide one proof (electronic file) without charge. Corrections, if any, should be marked on the email or proof and returned. All proofs will be marked "OK" or "OK with corrections" and initialed by the person duly authorized to pass on same. If revised proof is desired, request must be made when first proof is returned. Customer will be financially responsible for all work performed by DI Graphics, Inc. if either i) the proof has been approved by the customer; or ii) Customer requests that DI Graphics, Inc. proceeds with manufacturing without providing a proof.

### **PROTOTYPE**

Unless specifically provided in DI Graphics, Inc. sales order, DI Graphics, Inc. does not provide a Prototype for any Items.

### **COLOR PROOFING**

Because of difference in equipment, materials, inks, and other conditions between color proofing and production press operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery.

### **INTERMEDIATE MATERIALS**

All materials furnished or procured by DI Graphics, Inc. such as artwork; digital files; proofs; matchprints; negatives; color separations; dies; or any other intermediate materials used to produce the job, will remain the property of DI Graphics, Inc. except on compensation to be determined by DI Graphics, Inc. or as otherwise agreed in writing by an officer of DI Graphics, Inc.

### **CUSTOMER'S PROPERTY**

All customer's property that is stored with DI Graphics, Inc. is at customer's risk, and DI Graphics, Inc. is not liable for loss or damage thereto caused by fire, water, leakage, theft, negligence, insects, rodents or any causes beyond DI Graphics, Inc. control. It is understood that the gratuitous storage of customer's property is solely for the benefit of the customer.

### **CUSTOMER FURNISHED MATERIALS**

Stock, artwork, digital files, film, color separations, and other customer furnished materials shall be manufactured, packed, and delivered to DI Graphics, Inc. specifications. Additional costs due to delays or impaired production caused by specification deficiencies shall be charged to the customer. Work done on customer furnished material, will be at customer's risk. Seller will not accept responsibility for value of material.

### **CUSTOMER FURNISHED GRAPHICS FOR INSTALLATION**

Decals, numbers and other customer furnished graphics shall be manufactured, packaged and delivered to DI Graphics, Inc. specifications. Additional cost due to delays or impaired installation services caused by graphic material specification deficiencies shall be charged to the Customer.

DI Graphics, Inc. cannot accept responsibility for the value of damaged graphic material resulting from material specification deficiencies.

#### DELIVERY

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. DI Graphics, Inc. facility. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from customer to DI Graphics, Inc. or from customer's supplier to DI Graphics, Inc. are not included in any quotations unless specified. Special priority pickup of delivery service will be provided at current rates upon customer's request. Materials delivered from customer or his suppliers are verified with delivery ticket as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and DI Graphics, Inc. cannot accept liability for shortage based on supplier's tickets. 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.

#### PAYMENT TERMS

Subject to credit approval, payment shall be Net 30 days, unless otherwise provided in writing. 1-1/2% per month service charge will be added to all accounts not paid in compliance with DI Graphics, Inc. credit terms. Orders placed without approved credit will require not less than a 75% deposit, balance due upon completion or order.

#### CLAIMS

Claims for defects, damages, or shortages must be made by the customer in writing within a period of thirty (30) days after delivery. 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. DI Graphics, Inc. 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, DI Graphics, Inc. shall have a lien on all customer property in DI Graphics, Inc. possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptances or guarantee of payment shall not affect such security interest and lien.

#### INSTALLATION QUOTATIONS & ORDERS

All quotations and orders are based upon the site, vehicle or facility information (including type of graphics, type of vehicle or facility, location of vehicles/facility, condition of surfaces on which graphics are to be applied) supplied by the Customer with this Quotation. Customer will be charged for additional work performed by DI Graphics, Inc. as a result of incomplete or inaccurate Customer supplied site, vehicle or facility information at our current standard hourly rate per man hour.

#### REMOVAL OF EXISTING GRAPHICS

DI Graphics, Inc. agrees to perform graphics removal services consistent with the national standard in the industry. Due to pre-existing conditions beyond our control, DI Graphics, Inc. cannot be held responsible for damage to Customer's vehicle or facility (e.g. pulled paint, discoloration) caused by inferior paint or body work, vehicles/facilities that have been exposed to harsh weather conditions, or graphics that are difficult to remove for any reason.

#### INSTALLATION OF GRAPHICS

DI Graphics, Inc. agrees to perform graphics installation services including surface preparation, application of graphics and quality control consistent with the national standard in the industry.

#### CANCELLED APPOINTMENTS

Customer is responsible for meeting scheduled installation appointments. If customer does not

cancel at least 24 hrs. prior to the scheduled appointment, customer will be subject to a \$250.00 Cancellation fee for each appointment cancelled.

#### VEHICLE OR FACILITY AVAILABILITY

For installations performed at the Customer's site, Customer is responsible for having vehicle(s) available (or facility accessible) and ready for installation at the appointed time. If vehicle(s) or facility is not available or accessible, Customer will be subject to a Delay charge at DI Graphics, Inc. standard hourly rate per man hour for each hour or part thereof of delay. If the appointment is subsequently cancelled, Customer will also be charged a Trip charge determined at DI Graphics, Inc. standard hourly rate per man hour for the duration of travel to and from the Customer's site.

#### VEHICLE/FACILITY CONDITION

In order to install the Graphics properly, the Customer's vehicle or facility must be in a condition consistent with those described on the "DI Graphics, Inc. - Pre-Installation Customer Checklist." Vehicles or facilities not meeting the pre-installation checklist requirements will be subject to a Condition charge determined at DI Graphics, Inc. standard hourly rate per man hour.

#### OTHER JOB-RELATED EXPENDITURES

Customer agrees to reimburse DI Graphics, Inc. for any additional reasonable expenditures incurred to perform the Services. Such expenditures may include cleaning supplies, materials to keep the vehicles dry, rental of light fixtures if the Customer does not provide a suitable environment, etc.

#### PRODUCTION SCHEDULES

Production schedules will be established and adhered to by customer and DI Graphics, Inc. provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of Government or civil authority and acts of God or other causes beyond the control of the customer or DI Graphics, Inc.

#### INDEMNIFICATION

The customer shall indemnify and hold harmless DI Graphics, Inc. from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against DI Graphics, Inc. on grounds alleging that the said printing violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that DI Graphics, Inc. has contributed to the matter. The customer agrees to, at the customer's own expense, promptly defend and continue the defense of any such claim, demand action or proceeding that may be brought against DI Graphics, Inc. provided that DI Graphics, Inc. shall promptly notify the customer with respect thereto, and provided further that DI Graphics, Inc. shall give to the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

We are a small business as defined by the Small Business Administration.