

## Pence Visual Communications dba FASTSIGNS #221701

### Terms & Conditions

**Artwork:** The customer agrees that you will NOT provide any artwork files containing any of the following: offensive, indecent or improper material, any material that could give rise to criminal liability under applicable law; and any material that could infringe on other intellectual property rights without the permission of the owner of these rights. We reserve the right to refuse an order without disclosing a reason.

**Proofs:** The staff at FASTSIGNS #221701 will inspect your artwork prior to production and make every effort to point out concerns. An electronic proof will be made available for your review. An electronic proof is not an accurate representation of printed color, but is a final opportunity to check design, layouts and text. The customer is fully responsible for final proof approval prior to production, so please review it thoroughly. Any project that has been approved cannot be altered or changed due to the nature of the sign production process, and no refunds will be given.

**Accuracy of Specifications:** Quotations are based on the accuracy of specifications provided to us by the customer. If we discover after accepting a project or file that there are corrections or modifications needed, we will notify the customer immediately, at which time a decision will be made whether there will be additional costs and how the customer wishes us to proceed. We make every effort to quote a job accurately, but in the event of unforeseen circumstances or costs, we will notify customer if delays will result. Depending on the product specifications, additional fees may apply. Fees are determined & based by a customer's specifications, difficulty of work, et cetera. If we discover a customer's project will require additional fees, we will notify the customer prior to production work.

**Art Resolution:** We will make every attempt to provide high quality resolution images for customer provided art. For quality images, artwork must be provided in acceptable quality. Vector art and/or images at a minimum of 200 DPI "at scale" are strongly preferred. Resolution below that cannot be assured to be free from pixilation or "fuzziness."

**Color Matching:** There will be a difference between what you see on your computer screen and what is produced. The differences are caused by a variety of reasons such as paper type, ink, equipment etc. FASTSIGNS #221701 will perform our production work as determined by generally accepted trade technical methods. We will provide a color matching service. However, we do not guarantee an exact color match to art or specification submitted. We will produce pleasing colors using standard ink densities. The finished product quality will be the best we can produce according to our equipment abilities.

**Graphic Design Services:** Unless provided as a separate compensated service (i.e. design services), artwork created in the creation of signs by Employees of FASTSIGNS #221701 are the sole intellectual property of FASTSIGNS #221701.

**Electronic Manuscripts and Images:** Customers are responsible for keeping originals of hard copies and digital files of artwork, transparencies and instructions of all requested work. FASTSIGNS #221701 is not responsible for accidental loss or damage to media supplies by customer or for errors on supplied artwork files, hard copies etc. FASTSIGNS #221701 assumes no liability for problems that may arise because of content or condition of information given by customer.

**Changes/Corrections/Errors:** We reserve the right to correct inaccuracies, omissions, prices, descriptions, errors relating to productions, availability, & update information anytime with or without prior notice.

**Customer Submitted Files:** FASTSIGNS #221701 has an unrestricted license to use/display/reproduce/modify/transmit & distribute information & designs given to us by customers to the extent permitted by Law - we reserve the right to use photos of customer artwork/products for use on our website gallery as samples of our work that we have completed. FASTSIGNS #221701 will not sell images or information given to us by customers unless prior written consent is given.

**Pick-up Orders:** Pick-up orders will be kept for a minimum of 30 days. If the order has not been picked up after 30 days we reserve the right to ship or deliver to the customer, charged at normal rates. All products not collected within 90 days may be considered forfeited and may be disposed of.

**Installation:** Weather may affect installation schedules. Some products require a minimum temperature for installation. Please notify us if there are any known unique site specifications. Additional fees may apply in the event of unforeseen underground/in-wall obstructions. Old sign materials will be removed for disposition unless specifically noted in scope of work.

**Installation Services:** When we provide installation of products provided by others - we are not responsible for design, dimensions, damaged, defective, or out-of-date product performance of provided products.

**Customer Installation:** We do not warranty installation by others, including product choice, adhesion & dimensions. Graphics should be applied immediately for best performance. Please ask about professional installation.

**Wall Graphics:** Modern paints contain various proprietary compounds. We follow manufacturer best practices for prep and installation. Please inform us if a wall has been painted in the last 30 days or has been exposed to contaminants. We cannot guarantee adhesion on recently painted walls. We offer an adhesion test service.

**Vehicle Wraps:** Quotes are for installation on clean vehicles. A cleaning fee will be assessed for dirty vehicles. Please visit <https://goo.gl/xMmR11> or ask your rep for full vehicle wrap terms and conditions.

**Vehicle Magnets:** Magnetics require special care and are not recommended at high speeds. Please visit our website for care instructions or ask us for more information.

**Dry Erase Film:** For best results use Avery Marks-a-lot® or Expo Scents®

**Turnaround:** We do our best to be efficient and to provide accurate turnaround estimates. We do not guarantee lead times. Factors such as order size, material and material backlogs may affect lead times. Rush services may be available.

**Errors:** Although we will work together to prevent them, errors can happen. If we make and/or install a custom sign that to the scope of work in your order and proof, we will remake or repair the sign at our expense. Not responsible for consequential damages, including and not limited to wall damage and electrical rework.

**Customer Responsibility:** By accepting or providing a proof to us you are agreeing that you have completed a careful review of all aspects of your order and proof and in so doing you accept financial responsibility for any errors or omissions which you have not noted or corrected in writing, including DIMENSIONS, QUANTITY, MATERIALS, SPELLING, COLOR, CONTENT, LAYOUT, and PRODUCTION METHODS. All sales are final. Customer accepts liability for damage upon receipt of product.

**Payment:** In the event Fastsigns deems it necessary to use the services of a collection agency or attorney for amounts due to Fastsigns hereunder, Fastsigns shall be entitled to recover from client any collection or attorney fees and cost incurred.

**Job Cancellation:** A charge equal 20% of the total order amount may be charged if the order is downgraded or cancelled if it is requested after design and BEFORE sending to production.

**Prices & Payment:** All prices and specifications are subject to change without notice. Excluding orders on account, the minimum order is \$50.00. Orders less than that will be billed at \$50.00. Orders under \$250.00 require payment in full prior to production. Orders over \$250.00 require a minimum 50% deposit prior to production. Signage is a custom product and all sales are final. A fee of \$40.00 for returned checks in addition to amount due. Local sales tax is charged unless the customer provides of tax-exempt status documentation at the time of the order.

**No Additional Warranties:** FASTSIGNS #221701 workmanship and quality follow the general industry standards. FASTSIGNS #221701 warrants that their products meet industry standards. FASTSIGNS #221701 makes no other warranties and no actions or words of FASTSIGNS #221701 officers, employees or agents shall constitute a warranty. When the Company has determined that the product is defective, it will be replaced at FASTSIGNS #221701 discretion. A credit may be offered instead of a replacement. No other warranty is expressed or implied.

**Shipments:** Shipment are FOB Origin. Quoted prices do not include shipping or handling fees. Shipping can be arranged, upon request. FASTSIGNS #221701 is not responsible for damages incurred during shipping. It is suggested that the customer arrange for insurance with the carrier. FOB is Cincinnati, OH.

**Email Notifications:** By utilizing an account or purchasing an order through FASTSIGNS online portal, website or other electronic means, you agree to receive emails related to the status of your account or order.

**Limitation of Liability:** The company shall not be liable for any loss or damages, including direct, indirect, consequential, incidental, punitive or special damages, including, but not limited to, loss of anticipated profits or benefits, or delay damages, whether based upon a breach of the Invoice or negligence, and whether grounded in tort contract, civil law or other theories of liability, arising out of the use, ownership or possession of the product(s), whether or not the company has been advised of the possibility of such damages. You hereby agree to release, discharge and hold the company, its officers, agents, and employees harmless from liability for any loss, damage, injury or death which may arise out of the use, ownership or possession of the product(s), whether or not there is concurrent active or passive negligence on the part of the company or its officers, agents or employees.

**Use & Safety:** There are no representations or warranties by Seller that the goods sold hereunder comply with the requirements of federal, state and local laws and industrial codes. Buyer acknowledges that it is Buyer's responsibility to provide proper safety devices and equipment for the particular application or use intended by Buyer.

**Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio without giving effect to the conflict of law principles thereof. Except as provided in Section 8, any actions or proceedings instituted under this Agreement with respect to any matters arising under or related to this Agreement shall be brought and tried only in the Court of Common Pleas, Hamilton County, Ohio.

**Force Majeure:** The Company shall not be liable for any delays in delivery or performance due to contingencies beyond the reasonable control of the Company, including, without limitation, fire, flood, epidemic, unusually severe weather, strike, acts of God, riots, acts of war, acts of terrorism, embargoes, transportation failure, compliance with any law, regulation, guideline, or order of any governmental body or instrumentally thereof.

**No Modification of Terms and Conditions:** All services provided by the FASTSIGNS #221701 are subject to these terms and conditions. By requesting FASTSIGNS #221701 to perform services and produce products for you, you are agreeing to our terms and conditions without modification. Customers are responsible for reviewing our terms and conditions prior to submitting request for work. Customers agree to indemnify and hold FASTSIGNS #221701, its parent and affiliate companies, subcontractors and employees harmless.