

Terms and Conditions

By placing an order with Ferri Design, you agree to the following of our terms and conditions:

Ferri Design, having its registered office and business address at 34 Woodridge Drive Carnegie, PA herein after referred to as "Seller and / or Supplier", client / buyer will be referred to as "Purchaser"

PRICING AND PAYMENT TERMS- Ferri Design may invoice for this sale.. The price of the Sign and / or Product includes material and labor as hereinafter described only. It does not include any costs related to installation or permit costs, city or state taxes, engineer's fees or any additional charges incurred by landlords or shopping centers unless specifically stated. All orders received by Seller must be accompanied by a fifty percent (50%) down-payment before actual work on the order will begin. The total balance must be paid prior to the day of shipment or installation unless special arrangements have been made in advance and are specified herein. A delivery charge will be required on all delivered orders. Should Purchaser not be ready for delivery when the sign and/or product is completed, Seller may require ninety percent (90%) of the total balance to be paid in full. The remainder of the balance will be required upon delivery or at the end of 90 days if still not ready for delivery. Seller is not responsible for undelivered merchandise. Under no conditions will any items be held beyond 90 (ninety) days after manufacturing completion, unless stated in this agreement. A Late Payment Fee of the lesser of 3.5% per month (18% APR) or the maximum rate allowed by law will be assessed on any past due balance. This is a separated Contract (materials, labor, overhead and profit are accounted for separately for sales tax purposes, which MAY save on sales tax.) Our invoices are the controlling part of this contract.

Specialty printing and materials including graphics, digital files etc. are paid in advance. We accept cash, money orders, cashier checks, debit and credit cards. Revolving accounts are also available. A fee of \$35.00 for returned checks in addition to amount due.

- a.) Orders under \$500.00 must be paid in full when the order is placed.
- b.) A minimum 50% deposit is required on orders over \$500.00, the remaining balance due upon completion of the order.
- c.) No refunds after 30 days from the date of the order.
- d.) Deposits may be applied to other goods and services if requested by the customer. f. There will be a \$50.00 service fee on all checks returned due to non-sufficient funds.
- e.) Late payments are subjected to 3.5% of total contract,. Contracts 60 days past due are subject to office accounting fee of \$35 in which Purchaser agrees to pay.
- f.) Note: All Change orders must be signed and requested in writing or email by purchaser.
- g.) A 3% late fee for all terms invoices past due. 60 days past due will be assessed an additional Accounting charge of \$20 in addition to the 3% late charge.
- h.) Purchaser is responsible for all collection fees associate in the collection of delinquent accounts and invoices.

SOVENCY AND SECURITY INTEREST- Buyer represents that Buyer is solvent. Seller reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of: (i)

Buyer's insolvency, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the appointment of a receiver or trustee for Buyer, or (iv) the execution by Buyer of an assignment for the benefit of creditors. Seller reserves the right to suspend its performance until payment or adequate assurance of performance has been received. Seller also reserves the right to cancel Buyer's credit at any time for any reason. Seller retains a security interest in the goods to secure payment of the price and all other indebtedness now and in the future owing by Buyer to Seller. At Seller's request, Buyer will sign and deliver to Seller a financing statement evidencing this security interest. Purchases made by Credit Card- Agree to pay Ferri Design in the total of contract amount. Credit Card Purchases may be subject to a 3% Processing fee and 4% for corporate cards.

QUOTATIONS & ESTIMATES- Prices are subject to change without notice. We work hard to keep our prices competitive and consistent, but when our vendors increase their prices we may at times have to adjust our prices. We honor our estimates/quotes for 30 days unless otherwise stated. Seller reserves the right to refuse printing of subject matter that we deem inappropriate.

REFUND AND RETURN POLICY- Canceled orders require compensation for incurred costs and related obligations and work performed at the time of cancellation. The amount will be calculated and subtracted from the upfront payment. In addition, a 35% administrative fee on the total will be charged for any cancellations. Custom ordered material may be assessed a restocking fee unless noted that custom materials are not returnable by their manufacturer. Our Signs and / or Products are custom manufactured and can not be resold to the general public, limiting value of Signs and / or Product to scrap value.

EXACT 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. Supplier will perform production work as determined by generally accepted trade technical methods. We do not guarantee an exact color match to art submitted. If art is submitted as any color mode other than CMYK it will be converted to CMYK. We are not responsible for color shifts if original work has not been submitted properly. Credit or refund will not be given for non-matching colors or shifts. 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. We reserve the right to change our terms and conditions without notice.

ACCURACY- Color accuracy of proofs are an approximate facsimili & cannot be guaranteed, because of differences in monitors, proofs are not printed on the same material as the final product so colors will vary depending on final material & production process, also proof colorings are not calibrated or balanced.

COPYRIGHT- It is the customer's responsibility to verify that their images are legally reproducible & that they have in their possession written approval of respective owners. By placing an order with AZ Sign Shop & it's affiliates, customers agree in the even of any legal issues arising from their order they will hold Ferri Design harmless. Copyright laws can be views online @ www.copyright.gov.

CUSTOMER SUBMITTED INFORMATION FILES- Ferri Design & their affiliates have 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. Supplier will not resell images or information given to us by customers unless prior written consent has been given.

INDEMNITY- Customer agrees to defend & hold Ferri Design, it's partners, affiliates, subsidiaries, suppliers, employees harmless (including reasonable attorney fees) related to your violation of this agreement.

THIRD PARTY- We make no representations or warranties as to any products or services offered from a Third Party Vendor.

PERFORMANCE Upon acceptance of this Sale by Seller, Seller shall diligently begin performance hereunder, but Seller's performance hereunder shall always be subject to any delays resulting from fire, war, earthquake, tornado, flood, strikes, labor disturbance or disputes, breakage, unforeseen commercial delays, acts of God, or circumstances beyond the control of Seller, or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. Purchaser warrants and represents to Seller that Signs, Products and Services shall not be used for any personal, family, or household purposes whatsoever.

INSTALLATION WORK- The Purchaser is responsible for all electrical and data connections to all signs and products unless specifically included herein. The Purchaser is responsible for providing all pitch-pans and steel necessary to attach sign. The Purchaser is responsible for additional charges incurred due to unforeseen conditions including those encountered in digging or drilling. Any included electrical hook-up assumes adequate and easily accessible existing power. Seller is not responsible for roof penetrations.

PERMITS, INSPECTIONS AND FEES- Seller shall, on behalf of Purchaser, and with Purchaser's assistance, obtain all public permits, licenses, documentation and inspections required, as of the date of this Sale, for the installation and governmental approval of the Signs and/or product, unless otherwise provided herein. Purchaser appoints Seller and its employees as Attorney-In-Fact (Agent) with full power to represent Purchaser in all matters when dealing with municipalities and contractors. Agent is authorized to agree to all terms and conditions as he shall deem proper. Purchaser shall pay, or promptly reimburse Seller for its payment of such costs and fees. Purchaser shall obtain and pay for all private permits and permissions which may be necessary for the installation and use of the Signs and/or Product . Seller will not assume responsibility for the consent of public authorities, owners, or lessee for the installation of sign. The Purchaser is responsible for payment of any work performed before all permits are secured, in the event a public or private permit is refused. Seller shall not be obligated to commence manufacturing of the Signs and/or Product until all necessary permits and licenses have been obtained. Purchaser shall obtain and pay for all public and private permits, licenses, inspection fees, third-party surveys and permissions necessary for Seller's removal of the Signs upon the termination or cancellation of this Sale for any reason.

SPECIALLY MANUFACTURED MATERIALS- The material requested will be specially fabricated by Seller for use on the project or property specified, and may not be suitable for another use. Seller hereby notifies Purchaser and any other party provided a copy of this contract that an order for specially fabricated material has been received and accepted. The amount of the order is reflected herein. Purchaser acknowledges receipt of the foregoing notice and hereby waives any statutory requirement for service of such notice by certified or registered mail.

DEFAULT BY PURCHASER- This Sale may not be unilaterally terminated by either party; provided, however, that if Purchaser shall fail to pay as agreed, Seller may, at its sole option and without demand or notice to Purchaser, cancel this Sale and remove the Signs. In such event, all amounts shall remain immediately due and payable together with all past due amounts and any other amounts due hereunder. Purchaser agrees to pay to Seller all such amounts, plus any other amounts due to Seller under this Sale, which aggregate sum Purchaser agrees shall constitute the actual liquidated damages Seller shall have sustained by reason of Purchaser's default under this Sale and not a penalty. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' fees, paralegal fees, court costs incurred by Seller to recover damages in connection with this Sale. Upon the termination or cancellation of this Sale for any reason, Seller may enter upon the premises where the Signs are located and remove the Signs to Seller's facilities in Dallas, or elsewhere, and Seller shall have no obligation to replace, restore or repair any property, item, fixture, structure or part of the premises which was affected by the installation and/or maintenance of the Signs. In the event Seller removes the Signs pursuant to the provisions of this Paragraph, Purchaser shall pay to Seller all of the expenses of removal, as well as re-installation.

OWNERSHIP- Purchaser expressly agrees and understands that at all times title and ownership of Signs and/or Product shall remain vested with Seller and the Signs and/or Product shall be the sole and exclusive property of Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser acknowledges that the Signs are and shall remain personal property even if installed or attached to real property and that the Signs shall not be or become, or be deemed to be, fixtures or appurtenances to real property because of installation or attachment thereto, and that the Signs and/or Product shall be severable from such real property by Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser agrees and covenants that any and all drawings, designs, diagrams, plans and specifications, technical descriptions, illustrations, blueprints, schematics, software, computer programs, programming software, brochures, schedules, cost-price analyses, terms and conditions, and any other work product or data which are prepared by Seller (the "Documents") in connection with the construction, installation, erection, or maintenance of the Signs and/or Product, or the labor, materials and equipment in connection therewith, are to be returned to Seller by Purchaser upon request, may not be copied or reproduced in any form without written permission first obtained from Seller, and are to remain the special and unique property and proprietary and confidential information of Seller. Purchaser covenants and agrees that Purchaser shall not, directly or indirectly, incorporate, implement, abridge, employ or otherwise use any portion or all of the Documents with respect to any other signs, electric advertising displays, or any other project which Purchaser or any third party may thereafter construct, install, erect, maintain, purchase or lease at any time. Purchaser further agrees and covenants that Purchaser will use its best efforts and exercise utmost diligence to protect and safeguard the Documents. All trademarks associated with a sign manufactured by Seller remain the exclusive property of their respective owners, including all trademarks owned by Sign Marketing, Incorporated, and Solar Finishes, Inc. In the event of a breach or threatened breach by Purchaser of the covenants of this Paragraph, Seller, Solar Finishes, and Sign Marketing shall be entitled to relief by injunction or otherwise, in addition to all other remedies, both legal and equitable. Purchaser agrees and covenants that all covenants of this Paragraph shall continue in full force and effect so long as a possibility of the breach by Purchaser of such covenants or any term or condition of this Sale exists.

LIMITED LIABILITY- Purchaser agrees and affirms that Seller's liability, whether in contract, tort, or any other theory of liability, including but not limited to fraud, misrepresentation, breach of contract, personal injury, products liability or any other theory, is limited and Seller shall not be liable for any special, commercial, exemplary, direct, indirect, incidental or consequential damages or punitive damages, or damages for loss of use, loss of anticipated profits, income, or economic losses of any kind. Buyer will indemnify and hold harmless Seller from and against all damages, losses, claims, and expenses, including attorney fees, incurred by Seller as a result of: (a) incorporation of the product into another product, (b) any breach by Buyer of any of its obligations under these terms of sale or (c) any claimed unfair competition or patent, trademark or copyright infringement or any other claim resulting from Seller's manufacture of goods to Buyer's specifications. Seller's liability, whether express or implied, shall not exceed the lesser of \$1,500 or the cost of repair or replacement of defective parts.

Further exclusions from the Limited Warranty are as follows:

- a. Any defects that appear after the warranty period are excluded from this Limited Warranty.
- b. Seller makes no warranty on products for which another manufacturer or seller furnishes a separate warranty – such products are sold AS IS.
- c. Seller makes no warranty with respect to designs, logos, trademarks and/or other specifications provided by the Buyer in regards to infringement or any other claims.
- d. The Limited Warranty does not apply to defects caused by cleaning, repairs, lubrication, calibrations, maintenance or replacements because of (a) improper repairs, misapplication, abuse, improper installation, improper operation, unauthorized alteration or modification, misuse or lack of proper maintenance by the Buyer, its employees and agents or (b) abnormal conditions of temperature, moisture, dirt, corrosive matter, and similar conditions.
- e. There will be no obligation to repair or replace products that by their nature are expendable.
- f. The Limited Warranty does not apply to damage caused by weather or disaster such as fire, wind, or flood, or an unsuitable installation location, or defects from labor or materials furnished by persons other than Seller, its employees and agents.
- g. Seller neither assumes nor authorizes any person to assume for it any other liability in connection with the sale of products.
- h. Repairs or replacements under this Limited Warranty are warranted as described and limited in this Limited Warranty but only for the remainder of the original warranty period.
- i. The Limited Warranty is effective only if and so long as the Buyer complies with all payment obligations to Seller. Failure to meet payment obligations voids all warranties and does not extend the Limited Warranty period when payment is made.
- j. Seller assumes no obligation or liability for advice or assistance given or results obtained in connection with goods sold hereunder. All such advice or assistance is given and accepted solely at the Buyer's risk. Any decision as to use or installation of goods hereunder is that of the Buyer.
- k. No Warranty to Consumers. Seller makes no warranties to those defined as "Consumers" in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act. Products may be warranted to "Consumers" by the manufacturer of the product. Copies of such manufacturers' warranties may be supplied with the product, or are available from the manufacturer. Seller may also supply manufacturers' sales literature to customers. Seller, however, assumes no liability for the content of such manufacturers' warranties or literature.

OTHER- This Sale is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, but the obligations of Purchaser hereunder shall not be assigned, assignable or transferable, through operation of law or otherwise, without the prior written consent of Seller. Any assignment shall be expressly subject to all terms and provisions of this Sale. In the event of any assignment, Purchaser shall remain fully liable for the full performance of all Purchaser's obligations under this Sale. Purchaser herein acknowledges that Seller is not responsible for content Purchaser displays on any sign, and will hold Seller harmless and indemnify any loss due to action of law. No waiver by either party of the breach or nonperformance of any provision of this Sale shall be construed to be, or operate as, a waiver of any subsequent breach or nonperformance hereof. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any notice required to be given hereunder shall be addressed to the other party at its address set forth in this Sale, or at such other address as such other party may from time to time by such written notice designate to the other. Purchaser's acceptance of this Sales Order and these Terms and Conditions is acknowledged by Purchaser's signature or written initials on this document, approval by fax or email, filing a lease application, by written or verbal approval of drawings or other Work Product prepared by Seller if requested by Purchaser in writing, or by payment of a deposit.