



# Sign Purchase / Warranty Agreement

---

## **SIGN AND PLAQUE PURCHASE AGREEMENT**

### PROCEDURES FOR ORDERING, DESIGNING, FABRICATING, ACCEPTING, INSTALLING AND MAINTAINING SIGNS MADE BY SIGN INNOVATIONS

When you (the “buyer”) place a firm order for production of custom sign(s) or plaques (i.e., signage) from Sign Innovations (the “seller”), you as the Buyer are committing to a contract or agreement to purchase the signs(s) at the agreed upon price. You may not cancel the order once it has been placed and you have approved the proof, and you must pay the full amount agreed upon and documented on the email quote, Final Proof and invoice at the time the sign is shipped, unless additional time for payment after delivery is agreed upon in writing by both parties. The following time-phased procedures regulate this contract:

(A) DESIGN SPECS-FINAL PROOF. A firm, final, specific, detailed design must be agreed upon in writing by both buyer and Seller before production begins. This design is documented in a Final Proof provided by Seller to the Buyer. The Buyer must approve this in writing (email is acceptable) before production commences. It is the Buyers responsibility to carefully review and approve the Final Proof before Production starts.

(B) PAYMENT TERMS. Buyer must put a minimum of 50% of the contract value down before production commences. For smaller orders, Seller requests 100% of the contract value, as documented on the invoice (including shipping, sales tax if applicable, and installation, if applicable), before production begins. Once the down-payment is received and the Final Proof is approved in writing, Production will begin and the Buyer is committed to pay the full amount on the invoice upon shipping, delivery, or shortly thereafter (max net 30 days), as specified in the order.

(C) CANCELLATION OF SIGNAGE by buyer after significant design work has been provided is not subject to a cash refund. Production and cancellation fees will be deducted from total purchase amount. The remaining balance may be returned to the buyer in the form of credit towards certain products offered by the seller.

(D) SIGN FABRICATION REQUIREMENTS. The fabrication of the sign(s) by Seller will be in accordance with this Final Proof. Seller takes full responsibility that the delivered signs will incorporate the sign’s design on the Final proof, including size, shape, color, text spelling, layout, materials, etc. Any errors or mistakes made by Seller in fabricating the sign, or inconsistencies between the fabricated sign and the Final Proof, will be corrected by Seller at its own cost, which may require modifying the sign or building a new one which adheres to the Final Proof specification.

(E) DESIGN CHANGES. The Buyer may not change the design after production starts, unless the Buyer is willing to pay for the costs to make these changes, which in most cases is the cost expended to date on the sign in production, which could be as much as the cost of the sign, since any significant changes will requiring scrapping the sign and building a new one with the requested changes.

(F) FINAL INSPECTION. Upon completion of fabrication of the sign, before shipping, Seller will carefully review the finished sign for quality, workmanship, appearance and adherence to the Final Proof. In some cases, for high value orders, Seller will take photos of the finished signs and send them to the Buyer for approval before shipping.

(G) FINAL PAYMENT. In most cases, Buyer is required to pay the remaining amount due on the invoice (if any) before shipping. Typically this will be the remaining 50% of the value of the order. In certain cases, for Government agencies, some HOAs, some businesses, and some sign retailers the final payment may not be due until the signs are delivered to the Buyer, or shortly thereafter (net 10 to 30 days). Any deferred payment after the signs are shipped must be documented by separate written agreement; otherwise all of the price on the invoice must be paid for BEFORE the signage is shipped.

(H) PACKING & SHIPPING. Seller is responsible for packing and shipping the completed sign safely to the buyer without damage. It carries insurance on high value items, and the shipper also carries some insurance. In case of loss or damage to the sign, Seller will work with the Buyer and shipper to either find a lost item, to repair a sign for damage during shipping, or to replace the sign if necessary with an identical new sign. For severe damage, Seller may ask the sign be returned to the factory for repairs (two-way shipping costs will be paid for by Seller). For minor damage (paint scratched up, a minor gouge) Seller may send a repair kit to the buyer (filler, matching paint) or may contract with a local sign company to make the repairs, rather than return the sign to the factory risking further damage.

(I) SIGN INSTALLATION. Seller takes no responsibility for proper sign installation, unless Seller is under contract to install the sign. However, Seller will take responsibility for the integrity of all hardware it attaches to the signs(s), assuming it has been informed correctly of the expected environment the sign and its supports will be operating in. Of particular concern are high winds for hanging, swinging signs; if high winds (greater than 20 miles/hour) are expected to routinely occur, signs which hang from an upper beam must have heavy-duty fasteners and a bottom stabilizer bar to prevent the sign from swinging and its fasteners working loose, which can cause a safety hazard if the sign falls off from the support beam. When a hanging sign is ordered, and Seller installs the top fasteners into the sign, Buyer must inform Seller of worst case expected wind condition so that proper hardware is installed to avoid a potential safety problem.

(J) THREE-YEAR WARRANTY: The Seller offers a 3 year a warranty on all of its signs and plaques, both indoor and outdoor, which covers defects in material, design, or workmanship. This warranty covers structural damage (pieces of sign coming off, delamination of layers, including letters, art and borders); splitting, cracking or rotting; serious pitting or noticeable denting of sign, making it look unsightly; and significant fading or peeling of coatings, including resin epoxy, primer, color paint, or clear coat. Excluded from this warranty is any damage from vandalism (objects impacting sign, graffiti; painting); accidental impact (e.g., car runs into sign or sign falls on ground from a height); high winds above 20 mph; bird damage (pecking, scratching); improper installation (unless Seller performs the installation) and minor fading of some colors (red and blue). If the Buyers sign suffers damage covered under this warranty in the 3 year warranty period, buyer can return the sign to the Seller (shipping will be pre-paid by Seller), and the sign will be repaired or replaced.

1 year warranty on electrical components (manufacturer warranty) ie: transformers, ballasts, power supply, l.e.d.s.

90 day warranty on light bulbs, lamps and neon tubing.

Seller is not responsible for Service and Electrical Hook-up which must be provided by a licensed electrician at the buyer's expense.

On-Site warranty labor is covered by Seller for the first 180 days after installation by Seller.

Revised 7-12-2011