

ARTICLE I. SPECIFICATIONS

SECTION 1.01 QUALITY

(A) TO BE ADDED LATER

SECTION 1.02 PROCESS/TOLERANCES

- 1) IDG PRODUCTS MAY USE A ROUTING CNC PROCESS WHICH PROVIDES A SLIGHT INSIDE RADIUS ON INSIDE CORNERS. CHARGES WILL APPLY IF REJECTED FOR THIS REASON.
- 2) SOME MATERIALS MAY HAVE SURFACES WITH TEXTURE AND MAY IMPACT THE FINISH WHEN APPLYING PAINT. CHARGES WILL APPLY IF REJECTED FOR THIS REASON.
- 3) ADA REQUIRES A 70% DIFFERENCE IN CONTRAST BETWEEN THE BACKGROUND COLOR AND THE LETTERING COLOR. IDG CANNOT GUARANTEE ADA COMPLIANCE WITH THIS REQUIREMENT BASED ON THE CLIENTS' REQUESTED COLORS.

ARTICLE II. WARRANTY

SECTION 2.01 WARRANTY TERMS

(A) WARRANTY PERIOD

- 1) IDG AGREES TO WARRANT THE SUPPLIED SIGNAGE AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS (PER SECTION 2.02) FOR A PERIOD FROM THE DATE OF INSTALL, AS OUTLINED BELOW:

A) 12 MONTH WARRANTY

- I) ACRYLIC WITH APPLIQUE
- II) ACRYLIC WITH PHOTOPOLYMER
- III) STUDIO CUSTOM
- IV) INSTALLATION SERVICES

B) 60 MONTH WARRANTY

- I) COMPRESSION INTEGRAL COPY AND BRAILLE ONLY

(B) WARRANTY COVERAGE

- 1) THE WARRANTY ONLY COVERS REPAIR OR REPLACEMENT FOR THE DIRECTLY-AFFECTED WARRANTED COMPONENTS AND LABOR DIRECTLY INVOLVED IN RETURNING THE SIGN TO ITS WARRANTED CONDITION. EQUIPMENT HIRE OR ANY OTHER ADDITIONAL COSTS ARE NOT COVERED BY THIS WARRANTY. COMPONENTS WHICH ARE STILL FUNCTIONING AS EXPECTED WILL NOT BE REPLACED UNDER WARRANTY ON THE BASIS THAT THEY 'MAY' FAIL FURTHER IN THE FUTURE.

(C) INSTALLATION

- 1) WARRANTY COVERAGE PERIOD STARTS AT THE DATE OF INSTALL BY IDG OR AN IDG INSTALLATION SUBCONTRACTOR. IF THE CLIENT USES A WORKFORCE OTHER THAN AN IDG OR IDG SUBCONTRACTED WORKFORCE TO INSTALL SIGNAGE, THE WARRANTY WILL BEGIN AT THE DATE OF DELIVERY OF THE PRODUCT.
-

(D) STORAGE

- 1) IF SIGNS ARE TO BE STORED PRIOR TO INSTALLATION THEY MUST BE STORED IN A DRY, CLIMATE CONTROLLED, SECURE PLACE; PROTECTED FROM WEATHER, SURFACE CONTAMINANTS, CORROSION AND OTHER POTENTIAL DAMAGE.
-

SECTION 2.02 DEFECTS/CLAIMS

(A) DISCLAIMERS

(I) WARRANTY CLAIMS

- 1) WHERE A DEFECT HAS BEEN INVESTIGATED AND IS FOUND TO BE THE FAULT OF IDG, ANY RE-FABRICATION OR PRODUCTION DEEMED TO BE NECESSARY IN ORDER TO BRING THE SIGN(S) TO THEIR WARRANTED CONDITION WILL BE CONDUCTED BY IDG OR A PRE-APPROVED CONTRACTOR AT NO FURTHER CHARGE TO THE CLIENT. IF A THIRD PARTY IS TO BE HIRED TO COMPLETE THE WORKS, THIS IS TO BE ORGANIZED DIRECTLY THROUGH OR UNDER THE SUPERVISION OF IDG TO ENSURE ALL WORKS ARE CARRIED OUT CORRECTLY. THE CLIENT MAY NOT CONTACT AND HIRE A THIRD PARTY, OR INVOICE ANY SUCH WORKS TO IDG, WITHOUT THE PRIOR KNOWLEDGE AND WRITTEN CONSENT OF IDG. THE COSTS ASSOCIATED WITH ANY WORKS COMPLETED WITHOUT IDG KNOWLEDGE OR CONSENT, AND ANY ADDITIONAL COSTS THAT MAY ARISE OUT OF THESE WORKS ARE PAYABLE SOLELY BY THE CLIENT. IDG WILL COVER ANY THIRD PARTY COSTS SPECIFICALLY ASSOCIATED WITH BRINGING THE SIGN(S) TO THEIR WARRANTED CONDITION WHERE SUCH WORKS HAVE BEEN ORGANIZED THROUGH OR WITH THE KNOWLEDGE OF IDG.
- 2) ALL WARRANTY CLAIMS (FOR FABRICATION, MATERIAL, OR INSTALLATION) MUST BE DIRECTED TO IDG FOR RESOLUTION IN ORDER TO BE CONSIDERED. IDG WILL NOT REIMBURSE CLAIMS REPAIRED BY OTHERS WITHOUT SPECIFIC WRITTEN AUTHORIZATION.
- 3) WARRANTY COVERS THE PERFORMANCE OF ALL MATERIALS INCLUDED IN A PRODUCT UP TO THE WARRANTIES PROVIDED BY THE MATERIAL MANUFACTURERS. THE WARRANTIES FROM THE MATERIAL MANUFACTURERS MAY VARY.
- 4) FIT AND FINISH AESTHETIC ISSUES MUST BE NOTICEABLY EVIDENT AT A MINIMUM OF DISTANCE OF 10 FEET (SEAMS, ALIGNMENT, TOLERANCES).
- 5) WARRANTY CLAIMS ARE SOLELY LIMITED TO THE COST OF THE PRODUCT.
- 6) THE SPRAY-PAINTING PROCESS IS AFFECTED BY MANY VARIABLES; THEREFORE EXACT MATCHING IS NOT GUARANTEED; HOWEVER IDG GOAL IS TO ACHIEVE ACCEPTABLE TOLERANCES OF COLORS AND FINISHES VIA THE USE OF COLOR MATCHING SAMPLES.
- 7) MATERIAL COLOR VARIATION WITH INTEGRAL COLOR ACRYLICS PROVIDED FROM THE MANUFACTURER IS AN INHERENT ASPECT OF THE PLASTICS AND MAY NOT RESULT IN THE



REJECTION OF PRODUCT AS SLIGHT COLOR/SHADE VARIATION MAY BE NOTICEABLE BETWEEN THE PRODUCTION LOTS SUPPLIED.

(II) VOID OF WARRANTY

- 1) THE WARRANTY DOES NOT APPLY TO ANY DEFECTS, COLOR FADING, FAILURE OR DAMAGE CAUSED BY IMPROPER USE, IMPROPER MAINTENANCE, VANDALISM, FORCE MAJEURE, DIRECT SUNLIGHT, OR ANY OTHER AVOIDABLE OCCURRENCES. ALTERATIONS TO ANY SIGN OR ITS SURROUNDING INFRASTRUCTURE WILL VOID THIS WARRANTY, EXCEPT WHERE WORKS HAVE BEEN CARRIED OUT BY IDG, OR A SUBCONTRACTOR WHO HAS BEEN PROVIDED WITH APPROPRIATE INSTRUCTION REGARDING THE PROCESS AND BEEN APPROVED BY IDG IN WRITING.
 - 2) DEVIATIONS FROM CLEANING INSTRUCTIONS WILL VOID THE WARRANTY.
 - 3) INTERIOR SIGNS EXPOSED TO SUNLIGHT SIMILAR TO AN EXTERIOR INSTALLATION MAY VOID THE WARRANTY.
-

(III) CLAIMS NOT COVERED (ONLY COMPONENTS DIRECTLY MANUFACTURED AND INSTALLED BY IDG ARE COVERED BY THE WARRANTY)

- 1) CLIENT-SUPPLIED, POORLY DESIGNED OR ENGINEERED DRAWINGS AND THEIR RELATED FILES THAT HAVE BEEN PROVIDED TO IDG FOR PRODUCTION WITHOUT ADDITIONAL DESIGN WORK BY OUR INTERNAL STAFF.
 - 2) COMPONENTS SUPPLIED TO IDG FOR USE AS PART OF A JOB, UNLESS APPROVED BY BOTH PARTIES IN WRITING.
 - 3) PRODUCTION OF SIGNS OR INSTALL NOT CARRIED OUT BY IDG OR ITS SUBCONTRACTORS.
 - 4) REFUSAL AND REJECTION OF SPECIFIC INSTALLATION INSTRUCTIONS WHERE INSTALLATION IS NOT CARRIED OUT BY IDG OR ITS SUBCONTRACTORS.
 - 5) REFUSAL OR REJECTION OF RECOMMENDED MATERIALS, COMPONENTS OR PRODUCTION METHODS WHERE SUCH REFUSAL IS DEEMED BY IDG TO HAVE AN ADVERSE EFFECT ON THE INTEGRITY OF THE FINAL PRODUCT.
 - 6) SIGNED-OFF AND APPROVED DRAWINGS OR PLANS WHERE MATERIALS, COMPONENTS OR PRODUCTION METHODS RECOMMENDED FOR USE BY IDG HAVE BEEN REJECTED AND AN ALTERNATIVE HAS BEEN DEMANDED BY THE CLIENT.
 - 7) REFUSAL OF PROTOTYPING PHASE WHERE IDG AND ITS STAFF HAVE EXPRESSED A NEED FOR A WORKING SAMPLE.
 - 8) EXPERIMENTAL TECHNIQUES, METHODOLOGY AND/OR MATERIALS AND FINISHES HAVE BEEN REQUESTED AND/OR UNKNOWN ENVIRONMENTAL FACTORS OUT OF IDG CONTROL HAVE AFFECTED THE INTEGRITY OF THE PRODUCT.
-

(IV) CLAIM SUBMITTAL

- 1) ANY PERCEIVED DEFECT(S) DISCOVERED BY THE CLIENT DURING THE WARRANTY PERIOD MUST BE FULLY DOCUMENTED, AND A REPORT IS TO BE SENT TO IDG EXPRESSING THE NATURE OF THE DEFECT(S). THIS REPORT SHOULD BE IN WRITING, BE SENT WITHIN THE WARRANTY PERIOD WINDOW, AND MUST CONTAIN THE FOLLOWING INFORMATION:
-



- A) PROJECT NAME
 - B) SIGN TYPE/CODE
 - C) PHOTOGRAPHIC DETAILS – INCLUDING CLOSE UP OF DEFECTS
 - D) WRITTEN DESCRIPTION OF SIGN DEFECTS/MALFUNCTIONS
 - E) MISSING OR DAMAGED PRODUCT MUST BE IDENTIFIED AND IDG INFORMED WITHIN 10 BUSINESS DAYS FROM DELIVERY DATE OF PRODUCTS.
-

- 2) IF A WARRANTY CLAIM IS SUBMITTED OUTSIDE OF THE WARRANTY COVERAGE PERIOD, THE WARRANTY CLAIM WILL BE TREATED AS IF THE DEFECT/ISSUE OCCURRED OUTSIDE OF THE WARRANTY COVERAGE PERIOD, AND THE CLAIM WILL BE RESPECTFULLY DENIED. THIS WILL OCCUR EVEN IF THE ACTUAL DEFECT OCCURRED PRIOR TO THE END OF THE WARRANTY COVERAGE PERIOD. SHOULD A PERSON OR PERSONS NOT AUTHORIZED BY IDG TO CONDUCT WORKS ON THE SIGN ATTEMPT TO FORCIBLY INVESTIGATE (CAUSING DAMAGE TO THE SIGN, WHETHER OBVIOUS VISUALLY OR NOT), RECTIFY THE ISSUE WITHOUT IDG INSTRUCTIONS AND WRITTEN PERMISSION, OR OTHERWISE TAMPER WITH THE UNIT, ANY CLAIM MADE WILL BE NULL AND VOID.
-

SECTION 2.03 DISPUTE RESOLUTIONS

- (A) TO BE ADDED LATER

ARTICLE III. TERMS

SECTION 3.01 QUOTE TERMS

- (A) EXPIRATION

- 1) ALL QUOTES ARE VALID FOR 60 DAYS FROM THE DATE LISTED ON THE QUOTE FORM AND MAY BE SUBJECT TO CHANGE AFTER THIS PERIOD.
 - 2) CLIENT MAY REQUEST A DIFFERENT QUOTE EXPIRATION DATE, WHICH MAY INCUR AN EXTENSION FEE. NO CREDIT WILL BE GIVEN FOR A SHORTER EXPIRATION TERM.
-

- (B) MINIMUMS

- 1) ORDER MINIMUM MAY BE UP TO \$250, AND APPLIES TO ALL ORDERS UNLESS A CONTRACTED PRICE AGREEMENT IS NEGOTIATED IN ADVANCE OF THE ORDER.
 - 2) MINIMUMS WILL BE FOR THE TOTAL PRODUCT VALUE, NOT ORDER VALUE.
 - 3) ADD-ON ORDERS ARE NOT SUBJECT TO AN ORDER MINIMUM IF THEY ARE SIMILAR IN DESIGN AND RECEIVED 60 DAYS AFTER SHIP DATE.
-

- (C) TAXES

- 1) QUOTED PRICES DO NOT INCLUDE ANY STATE OR LOCAL TAXES. CLIENT SHALL PAY IDG, IN ADDITION TO THE PRICE OF GOODS, ALL APPLICABLE TAXES AND EXCISES TO THE EXTENT



REQUIRED OR NOT FORBIDDEN BY LAW, UNLESS CLIENT FURNISHES IDG WITH VALID TAX EXEMPTION CERTIFICATES ACCEPTABLE TO THE APPROPRIATE TAXING AUTHORITIES.

- 2) TAXES IF ESTIMATED, ARE BASED ON THE QUOTED VALUE AND LOCATION. ACTUAL TAXES ON INVOICE MAY DIFFER.
-

(D) DISCLAIMERS

(I) CLIENT PROVIDED INFORMATION

- 1) QUOTES ARE PRODUCED ON THE BASIS THAT INFORMATION SUPPLIED BY THE CLIENT REGARDING THE PROJECT IS CURRENT AND ACCURATE. IF IT IS DETERMINED DURING A PROJECT THAT THE INFORMATION PROVIDED IS INCORRECT, MISSING, OR WAS MISCOMMUNICATED TO IDG; AND THIS RESULTS IN CHANGES TO FABRICATION, SCHEDULED TIME FRAMES, OR INSTALLATION, OR ANY OTHER VIABLE REASONING, IDG RESERVES THE RIGHT TO REVIEW AND REVISE QUOTATIONS TO COVER COST FOR SAID CHANGES TO PROJECT.
-

(II) DESIGN INTENT

- 1) QUOTES STATE THE FABRICATION METHOD AND MATERIALS INCLUDED PER PRODUCT, WHICH IS INTENDED TO MEET SPECIFICATIONS OR DESIGN INTENT OF THE SIGNAGE PROJECT. IDG CANNOT AND WILL NOT BE HELD RESPONSIBLE FOR USE OF QUOTED PRICING IF THE QUOTED PRODUCTS DO NOT MATCH THE EXACT SPECIFICATIONS PROVIDED BY THE CLIENT. IT IS UP TO THE CLIENT TO DETERMINE IF THE QUOTED PRODUCT FABRICATION, AS STATED, WILL BE ACCEPTABLE TO THE END USER. IDG WILL MATCH AS CLOSELY AS POSSIBLE TO DESIGN AND SPECIFICATIONS PROVIDED, ANY QUESTIONS OR CONCERNS RELATED TO QUOTED PRODUCT FABRICATION OR MATERIALS MUST BE RECEIVED IN WRITING. IDG WILL PROVIDE REASONS WHY THE PRODUCT MIGHT NOT MATCH SPECIFICATIONS EXACTLY AT RECEIPT OF WRITTEN REQUEST.
 - 2) THE DESCRIPTION OF QUOTE PRODUCTS MAY OR MAY NOT MATCH REQUESTED SPECIFICATIONS. IDG RESERVES THE RIGHT TO QUOTE PRODUCTS IN AN EQUAL OR LIKE BUILD OR FINISH.
-

(III) QUOTE ACCEPTANCE

- 1) UPON ACCEPTANCE OF A QUOTE AND BY PLACING AN ORDER AND/OR APPROVING A JOB TO MOVE TO DESIGN/PRODUCTION, THE CLIENT ENTERS INTO A CONTRACT OF SALE WITH IDG. IT WILL THEREFORE BE DEEMED THAT THE CLIENT HAS READ, UNDERSTOOD AND ACCEPTED THE QUOTED PRODUCTS AND THESE TERMS AND CONDITIONS, WHETHER THIS ORDER IS PLACED VERBALLY OR IN WRITING, VIA FAX, EMAIL, PHONE, OR IN PERSON.
-

(IV) CODE COMPLIANCE

- 1) IDG IS NOT RESPONSIBLE FOR ANY SPECIAL STATE AND LOCAL CODE COMPLIANCE, UNLESS STATED ON QUOTE. CHECK WITH STATE AND LOCAL GOVERNMENT AGENCIES FOR SPECIAL CODE REQUIREMENTS.
-

(V) MAXIMUM LIABILITY

- 1) IDG'S MAXIMUM LIABILITY TO CLIENT SHALL BE THE PRICE QUOTED.
-



- 2) IDG'S MAXIMUM LIABILITY TO CLIENT EXCLUDES CONSEQUENTIAL DAMAGES DUE TO INSTALLATION OR REMOVAL OF EXISTING SIGNS.
- 3) IDG'S MAXIMUM LIABILITY TO CLIENT EXCLUDES PENALTIES BASED ON "TIME IS OF THE ESSENCE" CLAUSES

(VI) HOLD HARMLESS

- 1) THE CLIENT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND IDG FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION FOR ANY LIABILITY WHATSOEVER THAT ARISES OUT OF DEFECTS, LATENT OR OTHERWISE, FROM THE DESIGN AND USE OF THE PRODUCT.

(VII) INSTALLATION

- A) INSTALLATION QUOTES ARE INDICATIVE ONLY, AND ARE SUBJECT TO CHANGE BASED ON SITE SURVEYS, CHANGES TO METHODOLOGY, QUANTITIES (OVER THE COURSE OF THE PROJECT), ON-SITE CONDITIONS DURING INSTALL, AND ANY OTHER UNFORESEEN CONDITIONS. IDG WILL PROVIDE THE CLIENT WITH A WRITTEN REQUEST FOR A CHANGE ORDER BEFORE PROCEEDING WITH INSTALLATION IF AN INCREASE OR DECREASE IS DETERMINED DUE TO ANY AND ALL OF THESE CHANGES TO PROJECT INSTALLATION. SEE SECTION 4.04.A.II.1 FOR EMAIL AUTHORIZATION WHEN NECESSARY.
- B) INTERIOR INSTALLATION ASSUMES HAVING A CLEAR AND ACCESSIBLE ACCESS TO SIGN LOCATIONS, WITHOUT THE USE OF LIFTING EQUIPMENT.
- C) ADDITIONAL CHARGES WILL BE INCURRED IF ACCESS TO ANY SIGN LOCATION IS RESTRICTED DUE TO SITE REQUIREMENTS. RESTRICTIONS INCLUDE BUT ARE NOT LIMITED TO ONE OR MORE OF THE FOLLOWING: SAFETY TRAINING, CREDENTIALS, CLEARANCE, LIMITED PARKING, OR STATUS OF CONSTRUCTION.
- D) BLOCKING OR SUPPORT TO BE PROVIDED BY CLIENT PRIOR TO INSTALLERS ARRIVING ONSITE. OSHPD REQUIREMENTS AND INSPECTIONS ARE HANDLED BY CLIENT. ANY ATTACHMENT METHOD THAT REQUIRES OSHPD FIRE RATING WILL CARRY AN ADDITIONAL FEE FOR MATERIALS

SECTION 3.02 PAYMENT

(I) PAYMENT TYPE

- 1) WE ACCEPT VISA, MASTER CARD, AMERICAN EXPRESS, DISCOVER, WIRES, ACH OR COMPANY CHECK.
- 2) UNLESS CREDIT TERMS ARE ESTABLISHED PRIOR TO ORDER SUBMISSION, PAYMENT TERMS FOR ALL ORDERS ARE PRE-PAID PRIOR TO SHIPMENT, OR PAID VIA CREDIT CARD AT TIME OF ORDER.

(II) PAYMENT TERMS

- 1) CLIENT AGREES TO PAY IDG IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH ABOVE AND ANY INVOICE OR INVOICES DELIVERED TO CLIENT.
- 2) WE ESTABLISH TERMS BASED UPON D&B RATING. IF YOU ARE NOT LISTED WITH D&B, PLEASE ASK SALESPERSON FOR A CREDIT APPLICATION, FILL IT OUT COMPLETELY,



INCLUDING SIGNATURES, AND RETURN. SOME PROJECTS AND MATERIALS MAY REQUIRE A DEPOSIT, EVEN FOR ACCOUNTS WITH NET TERMS.

- 3) IDG RESERVES THE RIGHT TO REQUIRE A DEPOSIT PRIOR TO START OF PRODUCTION. IDG MAY REQUIRE FULL OR PARTIAL PAYMENT OR PAYMENT GUARANTEE IN ADVANCE OF SHIPMENT WHENEVER, IN ITS' OPINION, THE FINANCIAL CONDITION OF THE CLIENT SO WARRANTS.
- 4) IN SOME CASES A DEPOSIT MAY BE REQUIRED BY IDG TO BEGIN PRODUCTION. THIS DEPOSIT MUST BE PAID WITHIN FIVE (5) BUSINESS DAYS FROM PROJECT COMMENCEMENT. IF THIS PAYMENT IS NOT MADE WITHIN THE REQUIRED TIMEFRAME, THE WORKS WILL BE PUT ON HOLD UNTIL IT HAS BEEN PAID, AND THE AGREED COMPLETION DATE OR LEAD TIMES WILL BE EXTENDED ACCORDINGLY.
- 5) FOR ALL NEW CLIENTS AND CLIENTS WITHOUT AN ACCOUNT WITH IDG, A 50% DEPOSIT IS REQUIRED PRIOR TO PROJECT COMMENCEMENT, AND THE REMAINING 50% IS REQUIRED PRIOR TO DELIVERY OF THE SIGNAGE, INDEPENDENT OF THE DELIVERY METHOD. IF DELIVERY OR INSTALLATION IS REQUIRED AS PART OF THE INCLUDED WORKS, THIS BALANCE MUST BE PAID PRIOR TO RELEASE FROM IDG.

(III) PAST DUE RESOLUTIONS

- 1) IDG RESERVES THE RIGHT TO WITHHOLD SHIPMENT OF MATERIALS PENDING RESOLUTION OF PAST DUE ACCOUNT BALANCES.
- 2) IN THE EVENT CLIENT FAILS TO MAKE PAYMENT AS SET FORTH HEREIN OR IN ANY PAID INVOICE OR INVOICES, ANY AMOUNT REMAINING DUE SHALL ACCRUE INTEREST AT THE RATE OF ONE AND ONE HALF PERCENT (1 1/2%) PER MONTH UNTIL PAID.
- 3) IN THE EVENT IT IS NECESSARY TO COLLECT THIS ACCOUNT THROUGH AN ATTORNEY OR COLLECTION AGENCY, CLIENT AGREES TO PAY SUCH REASONABLE FEES AS ARE INCURRED BY IDG FOR THE COLLECTION OF THIS ACCOUNT INCLUDING BOTH TRIAL AND APPELLATE PROCEEDINGS.

SECTION 3.03 LATE/CANCELLATION

(I) DISCLAIMERS

- 1) DUE TO THE NATURE OF IDG BUSINESS, SIGN AND COMPONENT PARTS ARE PRODUCED AS ORDERS ARE RECEIVED AND ARE, THEREFORE, CUSTOM. FOR THIS REASON, PRODUCTS ARE NOT RETURNABLE OR CANCELLABLE AFTER AN ORDER IS PLACED. BEFORE RETURNING ANY PRODUCT, PLEASE CALL US FOR A RETURN AUTHORIZATION NUMBER. ALL RETURNS MUST BE RECEIVED WITHIN 30 DAYS OF RECEIPT OF THE ORDER AND MUST BE SHIPPED PREPAID. ANY PRODUCT SENT C.O.D., OR WITHOUT AN AUTHORIZATION NUMBER WILL BE REFUSED.
- 2) ONCE A PO IS SENT BY THE CLIENT AND RECEIVED BY IDG, CANCELLATION REQUESTS OR CHANGE ORDERS CAN BE SUBMITTED AND MAY BE ACCEPTED IF THE PRODUCT HAS NOT ALREADY BEEN MANUFACTURED OR THE PRODUCT HAS NOT PASSED THE MANUFACTURING STEPS BEYOND WHICH THE CHANGES CAN BE MADE. IF THE MANUFACTURING PROCESS HAS BEGUN, IDG WILL MAKE EVERY ATTEMPT TO MINIMIZE THE COSTS PUT IN TO THE PRODUCTS CANCELLED OR CHANGED, BUT IN ANY INSTANCE THE CLIENT REMAINS RESPONSIBLE FOR THE CHARGES ON THE ORIGINAL PO AND ANY ADDITIONAL CHARGES THAT MAY BE REQUIRED TO IMPLEMENT THE CHANGES REQUESTED. IF SUBSTANTIAL



DESIGN/ENGINEERING WORK HAS BEEN COMPLETED, THERE MAY BE FEES ASSOCIATED WITH ORDER CANCELATION.

SECTION 3.04 FREIGHT TERMS

(I) DELIVERY QUOTE

- 1) WHEN REQUESTED, QUOTATIONS MAY INCLUDE A DELIVERY PRICE ESTIMATE BASED ON THE APPROXIMATE SIZE AND WEIGHT OF THE PRODUCT(S), AND THE DELIVERY ADDRESS OF THE PROJECT. AS THE DIMENSIONS OF THE PACK OR CRATE IS DEPENDENT ON THE FINAL APPROVED DESIGN, THIS ESTIMATE IS SUBJECT TO CHANGE.
- 2) IF REQUESTED AT TIME OF ORDER, IDG WILL SHIP USING CLIENT PROVIDED ACCOUNT NUMBER VIA THE CARRIER OF CLIENTS CHOICE.
- 3) THE GOODS MAY BE SHIPPED IN A SINGLE SHIPMENT OR IN SEVERAL SHIPMENTS AT IDG'S DISCRETION. MULTIPLE SHIPMENTS WILL BE BILLED ACCORDINGLY.
- 4) IF FREIGHT PRICES ARE ESTIMATED, THEY ARE BASED ON THE LOCATION, MINIMUM NUMBER OF PACKAGES, CRATES AND SHIPMENTS ASSUMING STANDARD PACKAGING AND DELIVERY REQUIREMENTS. ACTUAL FREIGHT CHARGES ON THE INVOICE MAY DIFFER.
- 5) IDG SHALL IN GOOD FAITH ENDEAVOR TO MEET ESTIMATED DELIVERY DATES, BUT SHALL NOT BE LIABLE TO CLIENT FOR ANY EXPENSE, LOSS, OR DAMAGES RESULTING FROM ANY DELAY CAUSED OR CONTRIBUTED TO BY CIRCUMSTANCES BEYOND IDG'S CONTROL.

(II) OVERNIGHT SHIPPING

- 1) THE CLIENT CAN REQUEST OVERNIGHT SHIPPING TO EXPEDITE SHIPPING FROM IDG PRODUCTION FACILITY. THE EXTRA COST OF SHIPPING OVERNIGHT WILL BE INCLUDED IN THE FINAL INVOICE AND THE CLIENT WILL BE RESPONSIBLE FOR THIS EXTRA COST, EVEN IF IT WAS NOT ORIGINALLY SHOWN ON ANY PURCHASE ORDER OR QUOTE.
- 2) IDG WILL NOT BE RESPONSIBLE TO SHIP OVERNIGHT IF THE CLIENT'S ORIGINAL LEAD TIME REQUEST WAS LESS THAN WHAT IDG COULD PROVIDE. IF THIS IS THE CASE, ALL CHARGES FOR OVERNIGHT SHIPPING WILL BE THE CLIENT'S RESPONSIBILITY.
- 3) IDG WILL SOMETIMES SHIP PRODUCTS OVERNIGHT TO MEET DEADLINES, BUT IT IS NOT STANDARD PRACTICE, AND IN THESE CASES ONLY, THE CLIENT WILL NOT BE RESPONSIBLE FOR ANY EXTRA CHARGED TO SHIP OVERNIGHT.

(III) FINAL DELIVERY INVOICE

- 1) THE CLIENT WILL BE NOTIFIED IN WRITING AS TO THE FINAL PRICE OF DELIVERY, AND THIS WILL BE INCLUDED ON THE SUPPLIED INVOICE. CLIENT IS RESPONSIBLE FOR THE TOTAL LISTED ON INVOICE, EVEN IF THE TOTAL DIFFERS FROM QUOTED DELIVERY PRICE.

(IV) PACKAGING

- 1) PRODUCTS ARE NOT INDIVIDUALLY PACKAGED UNLESS OTHERWISE NOTED.
 - 2) ANY SPECIAL PACKAGING OR SORTING REQUIREMENTS NEED TO BE SPECIFIED BY CLIENT UPON QUOTE REQUEST. WHEN PACKAGING IS NOT SPECIFIED, WE WILL USE IDG STANDARD PACKAGING AND SORTING PROCEDURE.
-



- 3) ANY ITEMS OVER 24" IN ANY DIMENSION WILL REQUIRE CRATING AND WILL INCUR A CRATE CHARGE.
 - 4) IDG RESERVES THE RIGHT TO BUILD A CRATE TO INSURE THE PRODUCT ARRIVES IN GOOD CONDITION, WHICH WILL INCUR A CHARGE.
-

(V) DAMAGE INSPECTION

- 1) INSPECT BOXES IMMEDIATELY AND DO NOT RECEIVED IF DAMAGED. IF BOXES ARE RECEIVED, DAMAGE MUST BE LISTED ON THE BILL OF LADING. INSPECT PRODUCTS FOR DAMAGE WITHIN 10 DAYS FROM THE TIME OF DELIVERY. NOTIFICATION BEYOND 10 DAYS FROM RECEIPT MAY RESULT IN A LOSS OF PRODUCT CREDIT.
 - 2) INSPECT ALL PACKAGES UPON RECEIPT. ANY DAMAGE TO THE PACKAGE OR THE PACKAGE CONTENTS, EITHER OBVIOUS OR HIDDEN, MUST BE REPORTED TO THE TRANSPORTATION COMPANY UPON RECEIPT OF THE SHIPMENT. PLEASE REPORT ANY OTHER PROBLEM PROMPTLY TO IDG, WITH PICTURES IF APPLICABLE, WITHIN 10 DAYS.
 - 3) CLIENT MUST REPORT AND PROVIDE PHOTOS OF ANY DAMAGE TO SHIPPING CRATE(S) TO IDG AT TIME OF RECEIPT OF SHIPMENT.
-

ARTICLE IV. POLICIES

SECTION 4.01 SAMPLES AND PROTOTYPES

(A) MATERIAL SAMPLES

- 1) IDG MAY PROVIDE MATERIAL SAMPLES AT CLIENT REQUEST.
-

(B) COLOR SAMPLES

- 1) IDG MAY PROVIDE COLOR SAMPLES AT CLIENT REQUEST.
-

(C) PROTOTYPES

(I) QUOTED PROTOTYPES

- 1) WHEN REQUESTED, THE CLIENT CAN RECEIVE A QUOTE FOR A PROTOTYPE OF ANY QUANTITY OF ANY OF THE SIGNTYPES TO DETERMINE IF THE DESIGN WILL BE APPROVED AS IT IS DESIGNED.
 - 2) IDG WILL PROVIDE A SEPARATE QUOTE FOR PROTOTYPES, WHEN REQUESTED.
 - 3) PROTOTYPE FABRICATION MAY BE REQUIRED FOR CUSTOM SIGNAGE THAT WILL BE USING EXPERIMENTAL TECHNIQUES, OR FOR ANY OTHER REASON THAT IDG FEELS IS NECESSARY TO PROVIDE A COMPLETE SIGN THAT WILL BE APPROVED BY THE CLIENT. IDG MAY WAVE THE EXTRA COST OF A PROTOTYPE AT IDG'S DISCRETION.
 - 4) DUE TO THE NATURE OF PROTOTYPE CREATION, THE DESIGN MAY NOT BE ABLE TO BE PRODUCED AS IT IS DESIGNED. CLIENT IS STILL RESPONSIBLE TO PAY THE PRICE OF THE PROTOTYPE, EVEN IF THE SIGN IS UNABLE TO BE PRODUCED. IDG MAY NEGOTIATE A DISCOUNT AT IDG'S DISCRETION.
-

SECTION 4.02 FEES

(A) COLOR MATCH FEE - \$75.00

- 1) A COLOR MATCH FEE WILL BE CHARGED TO CLIENT FOR EACH COLOR TO MATCH IN THE FOLLOWING PROCESSES:

- A) PAINT
 - B) DIGITAL PRINT
 - C) TIPPING/SCREENING
-

(B) EXPEDITE FEE - TBD

- 1) WHERE AN ABNORMALLY SHORT TIME FRAME HAS BEEN REQUESTED, AN EXPEDITE FEE MAY BE APPLIED TO MEET CLIENT DEMAND. THE FEE IS AT THE SOLE DISCRETION OF IDG AND MAY VARY DEPENDING ON THE COMPLEXITY OF THE JOB AND DESIRED DELIVERY DATE. WHERE SUCH A FEE IS REQUIRED, IT WILL BE LISTED ON THE QUOTE OR RELAYED TO THE CLIENT IN WRITING, FOR CLIENT APPROVAL, PRIOR TO PRODUCTION START OR CONTINUATION.
 - 2) EXPEDITED LEAD TIMES, IF THE ORDER IS DELAYED SUBSTANTIALLY, WILL INCUR AN ADDITIONAL CHARGE.
 - 3) IF INSTALLATION IS SCHEDULED WITH LESS THAN 14 DAYS' NOTICE, AN ADDITIONAL CHARGE WILL BE INCURRED TO EXPEDITE THE MOBILIZATION.
-

(C) CLIENT PROOFS FEE - TBD

- 1) IF THE CLIENT PROVIDES IDG WITH THE RELEVANT FINISHED ARTWORK, THE FEE AS STATED ON THE QUOTATION FOR THE CREATION OF ARTWORK BY IDG MAY BE REDUCED OR REMOVED. IDG STILL RESERVES THE RIGHT TO CHARGE A FEE FOR ARTWORK, IF THE ARTWORK SUPPLIED BY THE CLIENT REQUIRES ADDITIONAL WORK TO PREPARE IT FOR SUITABLE USE IN PRODUCTION.
-

SECTION 4.03 LEAD TIMES

(A) DISCLAIMERS

- 1) IDG LEAD TIME ESTIMATION

- A) IDG PROVIDES THE CLIENT WITH EXPECTED LEAD TIMES USING ALL POSSIBLE INFORMATION AVAILABLE WHEN THE LEAD TIME IS DECIDED. IDG WILL DO EVERYTHING IT CAN TO MEET THESE EXPECTED TIMES, BUT DUE TO THE VARIOUS FACTORS AFFECTING THIS ESTIMATION, THERE MAY BE TIMES WHEN IDG WILL NOT MEET THE LEAD TIME GIVEN. IDG WILL NOT BE HELD LIABLE FOR ANY LOSS OF BUSINESS, EXTRA COSTS INCURRED, OR ANY OTHER NEGATIVE OUTCOMES FROM USING THE ESTIMATED LEAD TIME. IT IS AN ESTIMATION ONLY, AND IS PROVIDED AS SUCH.
-

- 2) CLIENT PROVIDED INFORMATION



- A) WHEN REQUESTED, LEAD TIMES WILL BE PROVIDED TO THE CLIENT FOR THE SPECIFIC PROJECT BEING QUOTED. THESE LEAD TIMES ARE DEPENDENT ON THE CLIENT PROVIDING THE INFORMATION REQUESTED BY IDG TO BE CONSIDERED AN ACCURATE ESTIMATION OF THE ORDER PROCESS.
- B) CLIENT ACKNOWLEDGES THE MANUFACTURING PROCESS HAS A QUOTED LEAD-TIME AND THAT THE PROCESS BEGINS WHEN ALL NECESSARY ARTWORK AND DESIGN SPECIFICATIONS ARE IN HOUSE. DELAYS IN DELIVERING THIS INFORMATION MAY DELAYS THE ORDER; IDG WILL NOT BE HELD RESPONSIBLE FOR SUCH DELAYS.

3) LEAD TIME TOLERANCES

- A) DUE TO THE VARYING FACTORS INVOLVED IN CALCULATING LEAD TIMES, A PLUS/MINUS FACTOR OF 3 BUSINESS DAYS SHOULD BE EXPECTED.
- B) DELAYS AT THE FAULT OF THE CLIENT MAY INCUR EXTRA COSTS AND AFFECT LEAD-TIME.

4) EXCLUSION

- A) LEAD TIMES EXCLUDE THE TIME FOR SHIPPING THE PRODUCT TO THE CLIENT.

SECTION 4.04 CHANGE ORDER

(A) DISCLAIMERS

1) WRITTEN AUTHORIZATION

- A) ANY CHANGES MADE TO QUANTITIES, ARTWORK OR SPECIFICATIONS OVER THE COURSE OF A PROJECT MUST BE RECEIVED IN WRITING, TO WHICH THE CLIENT WILL BE BILLED ACCORDINGLY FOR THE ADDITIONAL PRODUCTS AND/OR WORK.

2) EXPEDITED CHANGE ORDER PROCESS

- A) CLIENTS CAN REQUEST A CHANGE ORDER TO BEGIN PRODUCTION BEFORE A FORMAL SIGNATURE IS RECEIVED, BUT AN EMAIL AUTHORIZATION WILL BE REQUIRED. EMAIL AUTHORIZATION MUST INCLUDE THE QUANTITY OF SIGN TYPES AND ALL DETAILS PERTINENT TO THE CHANGE ORDER, AND WILL BE CONSIDERED A LEGALLY BINDING AGREEMENT. IDG WILL PROCEED TO PRODUCTION, PRIOR TO THE STANDARD CHANGE ORDER PROCESS AND FORMAL SIGNATURE AFTER REQUEST AND EMAIL AUTHORIZATION IS RECEIVED. CLIENT WILL BE RESPONSIBLE FOR CHANGE ORDER ITEMS AS STATED ON EMAIL AUTHORIZATION.

SECTION 4.05 FREIGHT

(A) EXPEDITE

- 1) TO BE ADDED LATER.

(B) FOB

- 1) TO BE ADDED LATER.

SECTION 4.06 ART

(A) DRAWINGS

(I) INTELLECTUAL PROPERTY RIGHTS

- 1) THE CLIENT AGREES TO WARRANT THAT ALL ARTWORK, DESIGNS, PHOTOGRAPHS, TEXT OR ANY OTHER CONTENT SUPPLIED TO IDG FOR USE IN OR ON ANY PRODUCTS ORDERED THROUGH IDG, HAS ALL NECESSARY LICENSING AND/OR OWNED INTELLECTUAL PROPERTY RIGHTS, OR PERMISSION HAS BEEN SOUGHT FOR THE SPECIFIC USE ON SUCH WORKS FROM THE LICENSE HOLDER.
-

(II) PATENT LIABILITY

- 1) CLIENT SHALL ASSUME ALL PATENT LIABILITY FOR PRODUCTS MANUFACTURED TO CLIENT'S DESIGN OR SPECIFICATIONS. CLIENT WARRANTS THAT CLIENT HAS FULL RIGHTS TO USE ANY AND ALL SUCH TRADEMARKED OR OTHERWISE PATENTED MARKS, SYMBOLS OR SLOGANS.
-

(III) COPYRIGHT INDEMNIFICATION

- 1) BREACHES IN COPYRIGHT OR OTHER RELEVANT INTELLECTUAL PROPERTY RIGHTS ARISING THROUGH ANY SUCH CONTENT SUPPLIED TO IDG FOR USE, IS THE SOLE RESPONSIBILITY OF THE CLIENT, WHO AGREES TO INDEMNIFY IDG AGAINST ANY ACTION TAKEN FOR LOSSES SUFFERED IN CONNECTION WITH SUCH A BREACH.
-

(IV) FILE TYPE REQUIREMENTS

- 1) FILES SUPPLIED BY THE CLIENT TO IDG FOR PRODUCTION MUST BE AS DOCUMENTED BELOW. ALL OTHER TYPES MAY INCUR A FEE.
-

- A) PREFERRED FORMAT - .EPS OR .AI VECTOR FILES WITH ALL TEXT CONVERTED TO OUTLINES
 - B) ALL LOGOS AND ANY CUT PATHS MUST BE PROVIDED AS VECTOR FILES
 - C) CLIENT TO PROVIDE A PDF FILE OF EACH ARTWORK FILE
-

(V) CREATION OF ARTWORK BY IDG

- 1) CLIENT PROOFS WILL BE SUPPLIED AS PART OF THE ARTWORK FOR APPROVAL BY THE CLIENT, SHOWING THE WIDTH/HEIGHT AND LAYOUT EXACTLY AS WILL BE PRODUCED. HOWEVER, DUE TO DIFFERENCES IN COLOR FROM SCREEN TO SCREEN AND PRINTER TO PRINTER, THE EXACT PRINT, PAINT AND VINYL COLORS MAY NOT BE AS DEMONSTRATED ON YOUR SPECIFIC VIEWING SCREEN OR PRINT-OUT. WE HIGHLY RECOMMEND AN IN-HOUSE MEETING FOR SWATCH SELECTION AND/OR COLOR MATCHING SERVICES IF COLOR IS A PRIORITY.
 - 2) PROOF APPROVAL IS REQUIRED BEFORE PRODUCTION WILL BEGIN. CLIENT APPROVAL EXCEEDING 2 DAYS FROM PROOF SUBMITTAL MAY RESULT IN DELIVERY DELAYS
 - 3) PDF PROOFS ARE FOR CONTENT AND WILL NOT BE USED FOR COLOR MATCHING. IDG IS NOT LIABLE FOR COLORS THAT ARE INCORRECT IF EPSON PROOF AND / OR PRESS PROOF IS NOT REQUESTED.
-



- 4) ADA REQUIRES A 70% DIFFERENCE IN CONTRAST BETWEEN THE BACKGROUND COLOR AND THE LETTERING COLOR. IDG CANNOT GUARANTEE ADA COMPLIANCE WITH THIS REQUIREMENT BASED ON THE CLIENTS' REQUESTED COLORS.
-

(VI) LAYOUT MODIFICATIONS

- 1) IDG RESERVES THE RIGHT TO MODIFY FONTS, LAYOUT AND/OR STROKE WIDTHS AS NECESSARY FOR MANUFACTURABILITY.
-

(B) ENGINEERING

- 1) ENGINEERING OF SIGNAGE MAY BE REQUIRED FOR CERTAIN DESIGNS AND/OR SUBMITTALS. QUOTES SHOULD INCLUDE THESE PRICES AND FEES, IF REQUIRED, BUT IDG WILL NOT BE HELD LIABLE FOR THE COST OF ENGINEERING IF THE SIGNAGE CODES REQUIRE ENGINEERING AND IT IS NOT INCLUDED ON THE QUOTED PROJECT. CLIENT IS RESPONSIBLE TO ENSURE THAT IDG INCLUDES THIS SERVICE IF IT IS A REQUIREMENT OF THE PROJECT.
-

(C) WAYFINDING

(I) SIGNAGE/MESSAGE SCHEDULE

- 1) IDG WILL PROVIDE THE SERVICE OF CREATING A SCHEDULE OF SIGNAGE PROVIDED THE CLIENT INCLUDES THE ADDITIVE COST, PER THE QUOTATION LINE ITEM PRICE. IF THE CLIENT PROVIDES A COMPLETE SCHEDULE WHICH REQUIRES NO CHANGES OR MODIFICATIONS TO PROVIDE THE PRODUCTS PER THE PROVIDED SCHEDULE OF SIGNAGE, THIS ADDITIVE SERVICE WILL NOT BE INCLUDED IN INVOICE. IF, HOWEVER, THE PROVIDED SIGNAGE SCHEDULE REQUIRES ANY EXTRA WORK TO COMPILE OR COMPLETE, IDG RESERVES THE RIGHT TO CHARGE PER THE QUOTED LINE ITEM FOR THIS SERVICE. THIS INCLUDES ANY EXTRA SIGNAGE QUANTITIES ADDED TO THE QUOTATION.
 - 2) PLACEMENT OF INTERIOR SIGNS WILL BE SPECIFIED BY IDG DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY CLIENT. CHANGES TO PLACEMENT WHILE INSTALLERS ARE IN THE FIELD MAY CARRY ADDITIONAL CHARGES.
-