



3060 Route 97 Suite 197 \* Glenwood MD 21738

## **TERMS AND CONDITIONS OF SALE**

### **1. ACCEPTANCE; MODIFICATIONS**

#### **1.1 Final Acceptance; Entire Agreement**

The terms and conditions set forth herein and the price quote of AB Installations, Inc. or AllStar Branding, LLC (whichever is applicable, and which shall be referred to herein as "Company"), as applicable (collectively these Terms and Conditions and the price quote constitute the "Agreement") shall constitute the complete agreement between the parties, reflecting their entire understanding as to matters related hereto and shall supersede any prior oral or written statement or agreement. No term or condition of the Purchaser's order which is different from, or in addition to, the terms and conditions set forth in this Agreement shall be binding on Company unless, and only to the extent, such different or additional term or condition is expressly accepted by Company in writing by a duly authorized representative. In the event of any inconsistency between the within terms and those included in any other document between the parties, the terms set forth herein shall control.

### **2. PRICES; PAYMENT**

#### **2.1 Quoted Prices; Transportation**

All quoted prices are FOB Company's premises, unless otherwise specified and are subject to correction for error. Transportation shall be by means that are commercially reasonable and customary and at the Purchaser's expense.

#### **2.2 Taxes**

Prices do not include local, state or federal taxes. Consequently, the amount of any sales, use or similar tax applicable to the sale of the products or services herein or in the use of such goods by the Purchaser shall be paid by the Purchaser. If Company is required to collect or pay any such tax, Purchaser shall reimburse Company promptly after demand for such tax payment and for any associated expenses.

#### **2.3 Payment**

Unless otherwise agreed in writing, payment is due on or before thirty (30) days after Company's invoice date, with no discount allowed for early payment. Invoices not paid within thirty (30) days of the invoice date are subject to a monthly service charge at a rate equal to 1½% per month, compounded monthly. Company may require full or partial payment in advance of installation, if, in the sole judgment of Company, the circumstances of the sale so warrant. Unpaid amounts referred to collection will also incur Company's attorney's fees, litigation expenses and court costs.

### **3. WARRANTY**

3.1 The performance of any film installed by Company is warranted by the film manufacturer, according to the terms of its warranty, and Company makes no warranty, express or implied regarding the merchantability, suitability or fitness of any film for any particular purpose. To the extent allowable by the film manufacturer, Company assigns the manufacturer's warranty to Customer. Customer is ultimately responsible for determining the suitability of any film for Customer's intended uses and purposes and Company makes no warranty express or implied regarding suitability for use or otherwise. Company attempts to use procedures that meet or exceed manufacturer specifications. If the installation requires specific non-standard procedures, written confirmation of the non-standard procedures must be provided by Customer prior to the installation date. Company does not warrant or guarantee any non-standard application procedures. Company is entitled to assume that all surfaces to which Company is applying graphic film are clean and in good condition. Customer expressly assumes the risk of damage to surfaces which are not new, clean and/or in good condition. Customer acknowledges being advised that application of graphics film to damaged, oxidized, dirty, non-OEM paint, or other imperfect surfaces may result in damage to such surfaces upon installation and/or removal of the film. Customer assumes the risk of all such damages. All surfaces requiring cleaning must be cleaned the day prior to installation of the graphic film by Customer or the owner of the surface. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **3.2 Sole Obligation; Notice**

Company's sole and exclusive obligation to Customer for any breach of this Agreement is limited to the repair or replacement of defective film. Company shall not be responsible for any claim made under this Agreement in an amount in excess of the quoted price to Customer.

**4. CANCELLATIONS/DELAY**

4.1 **Cancellation/Delay** Orders accepted by Company are not subject to changes, cancellation or delay by the Customer except with Company's written consent. For installations at a facility provided by Company, Customer must provide at least 24 hours notice of cancellation or a cancellation fee will, at Company's sole discretion, be charged and due by Customer. For installations at locations away from Company's facilities, cancellations will require more than twenty-four hours notice or cancellation fees and trip charges will be charged by Company. If vehicles are not properly kept and prepared, Company is entitled to charge additional installer time and charges for delays caused by improper preparation. If a cancellation or change is accepted by Company, the Customer will be assessed Company's reasonable direct costs plus overhead, profit and other charges. Company will advise Customer of the cancellation charges. Company shall be entitled to any lawful remedy including but limited to, the right to receive lost profits for such cancellations.

4.2 **Preparation; Storage** Vehicles must be stored indoors the night before installation of graphics film to avoid delays and charges for installer downtime and other costs incurred, plus overhead and profit. Vehicles must be delivered to Company's facility the afternoon or evening prior to the day work is scheduled to be performed. Vehicles must be stored in a protected area overnight before the scheduled work to insure that all surfaces are dry and warm for the installation. Wet and/or cold vehicles can delay the start of work by several hours and result in deadlines not being met. Company is entitled to assume that Customer is providing an indoor, heated facility and that vehicles have been kept in the covered, heated facility overnight before the work is scheduled to be performed. If such conditions do not exist, Customer assumes the risk of application of film under non-standard conditions. If the operation involves multiple vehicles, arrangements must be made by customer to move vehicles in and out in a timely fashion. Delays caused by failure to timely move vehicles will be charged to Customer as provided herein. With prior notification, some projects may be able to be completed outdoors. Since Company cannot control weather conditions, such outdoor operations which result in delays shall be subject to Company's additional labor, lodging and travel charges. Company reserves the right to determine when weather conditions become too adverse to continue work.

**5. DAMAGES; LIMITATION OF ACTION**

5.1 COMPANY'S LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO PRODUCE THE SERVICES UNDER THIS AGREEMENT. COMPANY SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES. CONSEQUENTIAL DAMAGES, AS USED HEREIN, SHALL INCLUDE, WITHOUT LIMITATION LOSS OF USE, INCOME OR PROFIT OR LOSS OF OR DAMAGE TO PERSONS OR PROPERTY.

5.2 **Limitation of Action**  
No suit or other proceeding may, be brought under this Agreement more than twelve months after Company completes installation.

**6. NOTICE**

Any notice required or permitted to be given under this Agreement shall be considered sufficient if mailed via certified mail. Such notice directed to Company shall be sent to its office address set forth on the face hereof to the attention of the President. Notice to Customer shall be sent to the address shown above or to such other address as either party may give to the other from time to time pursuant to this provision.

**7. SEVERABILITY**

If any provision in the Agreement shall be found to be void or unenforceable then that provision only shall be deemed stricken and all other terms and all other conditions shall remain in full force and effect.

**8. CONSTRUCTION; JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Headings used herein are for the convenient reference of the parties and are not intended to limit or modify the express terms hereof. Each party consents to the jurisdiction of the Federal and state courts located in Maryland.

**Customer Acceptance:** All work contracted or executed by AB Installations, Inc. or Allstar Branding, LLC is bound by the terms outlined in this document.

**I have read the above and agree to the terms and conditions outlined.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm: \_\_\_\_\_