

# TERMS AND CONDITIONS

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## NOTICE TO PROCEED IS DEFINED AS FOLLOWS:

- **Signed Contract**
- **Signed Drawings**
- **50% Deposit**

*Applicable sales tax on product will be added to final invoice.*

## TERMS AND CONDITIONS

**Proposal Acceptance:** Proposals not accepted within thirty (30) days are subject to revision.

**Errors in Information:** Syntech shall not be responsible for errors, omissions or defects resulting from plans, designs, artwork, specifications or other information furnished by purchaser or third parties including, but not limited to, contractors and government agents.

**Project Deposit:** Projects whose total amount exceeds \$2000.00, as well as any project where specialty materials must be obtained, require a deposit of 50% of the total amount of the project, less shipping & handling fees, prior to commencement of production. In cases where an expedited turnaround time has been requested and is possible, project deposit payment not received within three (3) business days will result in cessation of all work until such time as payment is received.

**Extra Charges:** Any alteration from specifications submitted herein, including changes that need to be made to client-furnished production art, may result in additional fees over and above the original quotation.

**Unforeseeable Conditions:** Unless stated otherwise on, installation prices assume unobstructed access to site and standard wall/ground conditions. Said prices are subject to revision where unforeseeable conditions are encountered.

**Due Dates:** Any representations made regarding due dates or turnaround times are contingent upon timely receipt of production-ready art, approval of proof(s), current production backlog, and timely receipt of project deposit, where applicable and all supporting documentation, as well as strikes, accidents, inclement weather, or other delays beyond our control.

**Delayed Delivery/Installation:** To defray the costs of storing, insuring, maintaining, and handling to signs held for more than 30 days from product manufacture (held at Purchaser's or Purchaser's agent's request, or by necessity due to a Purchaser or Purchaser agent's delay in accepting shipment), product will be invoiced, due, and payable, and a nominal fee in the amount of 1.5% per month of the value of the product stored will be due and payable by Purchaser. Storage fees can be billed monthly or not less than quarterly, upon mutual consent of Purchaser and Syntech.

**Remittance Terms:** Payment to Syntech IS NOT CONTINGENT on receipt of payment from 3rd party clientele. All invoices are subject to late fees and / or assessment of interest as shown at the bottom of each invoice if not paid within the stated Terms.

**Past Due Invoices:** Purchaser agrees to pay a \$50 late penalty plus a 1.5% monthly finance fee on past due amounts. In the event this contract is placed for collection through an outside agency, attorney or court, all resulting fees shall be paid by Purchaser.

## ADDITIONAL LEGAL TERMS

**Dispute Resolution:** In the event that legal action is taken by either party to settle a dispute, the venue for said legal action shall be Alamance County, North Carolina. Purchaser agrees to settle disputes via arbitration if requested by Syntech.

**Title to Property:** Title to all material and property covered by this contract shall remain in Syntech's possession and shall not constitute a part of the realty to which it may be attached until the purchase price, including any applicable late penalty and finance fee, is paid in full.

**Default:** In the event of default by Purchaser, Syntech may at once and without process of law take possession of and remove, as and when it sees fit, all materials used or intended for use in the construction of said property called for in this contract without liability to Purchaser whatsoever. Expenses for removal, storage, replacement due to inadvertent damage during removal, and re-installation will be paid by Purchaser.

**Trademarks/Copyrights:** Purchaser agrees to secure all necessary permission for use of all registered trademarks and/or copyrights used and assumes all liability for trademark or copyright infringement or misuse.

**Marketing Rights:** Syntech reserves the right to use any sketches and/or photographs of the signs it manufactures or installs for marketing and other purposes.

**Standard Exclusions:** Unless stated otherwise on reverse side, prices are F.O.B. Syntech in Burlington, North Carolina.

**Agreement Supersedes:** All of the terms and conditions of this agreement supersede and replace any conflicting provisions in other agreements entered into for the same scope of work.