

Standard Terms and Conditions

For Heritage Printing, Signs & Displays, Inc

Terms

The following Terms and Conditions represent the sale of goods and/or services from Heritage Printing, Signs & Displays, Inc. (the Seller). Please read them carefully. Buyer agrees to all terms and conditions set forth upon first estimate or order approval. The Seller rejects all other terms and conditions unless otherwise agreed to in writing. We encourage you to review these terms periodically for any updates or changes.

Proofing

On all projects, the Seller will submit email proofs for the buyer's review and approval. Proofs are mandatory. Until the proof is replied to in writing by email, no additional work will be performed. The Seller will not be responsible for content, size, or count errors on approved proofs. All requests for changes of any kind must be made in writing and could be subject to additional fees and might delay the previously agreed upon schedule. **No verbal approvals will be accepted.**

Color

The Seller will produce all color to the best of its ability, within acceptable industry standards and machine or process limitations. Because of differences in monitors, operating systems, color profiles, and other conditions between email proofing and production pressroom operations, variation between color proofs and the completed product is to be expected. When such a variation occurs, it will be considered acceptable performance. If color matching is required, please work with your Seller representative to produce actual material samples. Additional fees and time will apply.

Production Materials

The Seller reserves the right to substitute equivalent or upgraded material, at no additional charge, for any product ordered (unless otherwise stated in the details/special instructions). If substitution are necessary the buyer will be so informed.

Billing and Payment

Unless otherwise stated on an official Seller's invoice, all projects are to be paid in full prior to production unless otherwise stated by the Project Manager. Payment can be made by credit card, check, or wire transfer. All payments made by credit card will be subject to a fee of at least three percent (3.0%) added to the customer invoice. **E-check payments from our website can delay processing by five days.**

Creative Services

A retainer commensurate with the scope of the proposed project will be paid in advance of significant design consultations, design time, or other creative efforts by the Seller's team. Once all invoices are paid in full the buyer will possess copyright of all creative work completed on behalf of the buyer. This will include all digital assets created for the client. Files will be provided to the client upon request, additional fees may apply. The Seller cannot guarantee availability of files after twelve months of project completion.

Stop Payments and Chargebacks

At no point may buyer issue a stop payment, chargeback, or any other form of withdrawal of funds that were originally issued to the Seller as payment for products and services without prior written consent by a senior manager of the Seller. In the event this occurs, without prior agreement by the Seller, the buyer agrees to reimburse the Seller for any and all collection and legal fees incurred by the Seller incurred from a third party contracted to collect in addition to the amount of the stop payment or chargeback as well as the credit card transaction fees.

Pre Approved Credit, Late Fees and Third Party Collection

All payments for orders purchased on credit are due within 30 (thirty) days. Beyond thirty days the Seller reserves the right to charge a late payment fee of one and one-half percent (1.5%) of the invoice total per month. In the event that 60 (sixty) days has passed without payment of the invoice in full, buyer agrees to pay any and all collection and legal fees incurred the Seller in the event that a third party is contracted to collect any overdue balance

Shipping and Risk of Loss or Delay

In the event that buyer wishes for goods to be shipped to buyer, or buyer recipient, the Seller will choose the most appropriate method of shipment to arrive by or before buyer's intended due date including 3rd party shippers. The buyer understands that damage, theft and late delivery of the shipment can occur based on a wide variety of reasons including weather and acts of God. In all cases the Seller will be in communication with the delivery service and the buyer to make every effort to get the goods to the desired location, by the desired date, but the Seller cannot ensure that this will always be possible and cannot be held responsible for delays once it has left our facilities at the prescribed time.

Inspection of Delivered Products

Buyer must fully inspect the packages when they are delivered and note any damage or concerns on the shipping receipt before signing and returning it to the driver. Said damage should also be documented with photographs and/or video and sent to the Seller within 24 hours of receipt of goods.

Claims

Claims for defects, damages, or shortages must be made in writing by the buyer at the time of delivery or completion of install. If no such claim is made the Seller and the buyer will understand that the job has been accepted. By accepting the job, the buyer acknowledges that the Sellers performance has fully satisfied all terms, conditions and specifications. Buyer must fully inspect the packages when they are delivered and note the damage on the shipping receipt before signing and returning it to the driver. Said damage should also be documented with photographs and video and sent to the Seller within 24 hours of receipt of goods.

Reprints and Alterations

If for any reason the Seller is at fault for a production and/or installation error, the Seller will reproduce and/or reinstall the affected portion of the project at their cost using the originally provided file. If any change is requested to the art by the buyer for the affected part of the order being reproduced and/or reinstalled, it will constitute a NEW item and will be billed for at full retail price.

Permitting

Purchaser agrees to secure all necessary permits from the authorizing county or city that is required for the installation of these signs unless specified as a separate line item in the above contract. Purchaser assumes all liability with regard to the same for damages caused by the sign(s) or by reason of it being on or attached to the premises. All charges related to permits will be billed separately at cost and are reimbursable to the Seller. Associated additional fees include and are not limited to research, preparation, administrative fees and travel. These fees are billed at an hourly rate of \$125 an hour with the exception of variance permits. A variance is a process outside of normal permitting protocol that may require extensive research and possibly legal counsel or professional guidance that may require a retainer starting at \$3,000 or more to pursue without certainty that said variance will ultimately be granted by the zoning officials. **Due to local regulations and ordinances, purchaser will be solely responsible for obtaining all permits in Washington DC and all jurisdictions in Virginia.**

Installation of Provided Products

In the event the Seller is hired to install graphics that have not been produced by the Seller, we will not be held responsible for the following but not limited to defects, missing products, installation failures due to product and any other incurred liabilities including damage to the install site. At this point, the Seller is working as a contract laborer who will not be responsible for product reimbursement or replacement or repairs. The client who hired the Seller to perform such job will be responsible for any additional expenses involving multiple trips, extra time needed that was not specified and is beyond the original scope.

Warranty/Defective Work/Repairs; Limitations of Remedies

The Seller's liability shall be limited to the stated selling price to the buyer of any defective goods, and shall in no event include special, consequential, incidental, indirect or similar damages, including without limitation, lost profits and opportunities. The Seller warrants that every product manufactured meets the industry standard for that such product and is free of any material defect in workmanship. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF FITNESS FOR PARTICULAR USE AND MERCHANTABILITY. The Seller makes no other warranty and no actions or words of the Seller or its officers, employees or agents shall constitute a warranty.

Indemnification

The buyer represents that it has the legal right to produce all printed materials ordered from the Seller. The Seller is not liable for any damages resulting from unwitting violation of copyright laws or illegal use of trade names or slogans. The buyer guarantees the legal title of all matter submitted to the Seller for printing and/or publication. In the event that a charge, claim or demand, or arbitration, action or proceeding (collectively, a "Claim") is made or commenced against the Seller based upon, relating to or arising from the alleged wrongful acts of the buyers, or alleging that the printing performed or product produced by the Seller ordered by the buyer: (a.) infringes any copyright, patent or other proprietary right of any person; or (b.) contains matter that is libelous, slanderous, defamatory, scandalous or obscene, the buyer shall indemnify and hold the Seller harmless from and against any loss, damages, cost and expense arising from or related to the Claim including without limitation; (1.) defending the



Seller against any such Claim (2.) paying any judgment or award against the buyer; and (3.) reimbursing the Seller for any legal fees and expenses it reasonably incurs in responding.

Governing Law and Arbitration

Any dispute between any of the parties hereto or any claim by a party against another party arising out of or relating to this Agreement or any alleged breach thereof, shall be determined by arbitration in accordance with the commercial arbitration rules then in force with the American Arbitration Association. The arbitration shall be conducted in Waldorf, Maryland and shall be subject to the substantive law of the State of Maryland. The decision rendered by the arbitrator shall be accompanied by a written opinion in support thereof and shall be final, conclusive and binding upon the parties in the dispute without right of appeal. Judgment upon any such decision may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision of an order of enforcement, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the parties against whom enforcement is ordered. The fees and expenses of such arbitration shall be borne by the non-prevailing party, as determined by such arbitration.

Further Citations

The Seller reserves the right to refuse any project for any reason, including but not limited to, those it deems improper or known to be illegal, or are not in line with our core values.

The Seller in this Terms and Conditions includes all entities in association with the Heritage brand, including Heritage Custom Signs & Displays, Bluefire Visual, and all other subsidiaries and brands.