

**SALES CONDITIONS / Terms and Conditions of Supply and Payment / Contract Preamble:** The Company / being the Seller. The Purchaser, Client being the Buyer, by accepting any and all contracts recognizes having read and understood the Seller Sales Conditions. The within conditions, even if they are not repeated in other correspondences are applicable to all our transactions and cannot be modified other than with the express written notice of the Director of the Company. Without this notice, all stipulations brought forward by the Buyer, Contracting, Reseller and other parties will be without effect.

Seller Sales Conditions take precedence over any and all sales / purchasing conditions of Buyer. Our Sales Conditions constitute a Sales Contract applicable to the ensemble of our transactions. In the case the Buyer does not respect any of the present conditions; the Seller will be able to apply strict enforcement as needed. When placing any order, the Buyer recognizes having read and understands the Sales Conditions within.

**Orders:** All orders placed are firm and definitive. All orders and conditions can be accepted, confirmed and registered if one or multiple of the following are received: Signed / Accepted Proofs, approved quotes, approved design, design request, Invoice, Email confirmation, Reception of graphics, Purchase Order. By sending your order and / or receiving order / proof Confirmation, you agree to purchase the specified item(s) in accordance with our Terms and Conditions of Supply and Payment. Telephone orders are no longer accepted. If the Buyer has an internal order number; do provide it in order for the Seller to include it on your invoice.

All orders must have the maximum information to avoid delay in production and delivery (full company name, full name, complete address of invoicing and delivery, company tax ID, quote number, promotion number, product description, quantity, sizes, dimensions, presentations, packaging, delivery time, delivery type, prices and other conditions relating to order). **All merchandise custom produced is never taken back once produced.** All our orders are accepted "pending availability of goods".

**International sales:** All orders need to have international tax ID number if the Buyer is a company.

**Proof:** Signature, Internet or Email confirmation of the proof is the final step to production. Any additional changes afterwards will be invoiced extra as per work done. Please pay close attention to the fonts, orthography, colors, design, sizes, and quantities. The Buyer has agreed to accept the product(s) as presented in the quote and proof provided. The Buyer / Client recognizes and accepts that colors may slightly vary depending on the production mode and material printed on and is not a ground to refuse the order.

**Set-up fees:** For all creations subject to graphic work or intervention, a participation fee will be invoiced on the basis of 60 USD or Euro / Hour. No graphic fee for files ready to print. Set-up fees may apply to proofs, screens and will be stated on the quote. Graphic work and Samples are charged extra and invoiced separately. **No graphic work or samples will take place prior to order / quote acceptance. Production time usually starts the day after the proof is approved for production and payment received.**

**Prices:** All prices are exclusive of any applicable import duties and tariffs, Customs fees, export licensing fees, or import or export taxes, federal, state, provincial or local sales, use, property, or value added taxes or other any taxes or official charges, all of which are Buyer's sole responsibility. There will be additional costs for Rush Service, less than minimal orders, special handling and packaging. Quotes expire within 30 days and are estimation as per the conditions on the quote.

**Payment:** Unless credit has been established, payments are required at the time the order is received and / or as stated on the invoice / quote. Production will not begin until Credit Department has received payment in full. We accept Visa, Master Card, America Express, Checks and Bank Transfers. NSF checks will receive a handling charge of \$100.00 or equivalent currency.

**Credit Cards:** "We do not store credit card details nor do we share customer details with any 3rd parties" Bank Cards, Credit cards will be charged a \$30 processing fee for any disputes, returns and refunds above all other fees occurred.

**Credit Terms** are on a per case basis and Must be approved in advance and in writing by management. The terms are Net 15 or net 30 days from the date of invoice or order. After 45 days from the date of order / or invoice as specified on the invoice; there will be a 10% monthly late fee applied.

**Collections:** Accounts requiring collection will be liable for all collection cost, including all fees, late fees, cost and expenses incurred. The merchandise remains the property of the Seller until paid in full + interests & fees. The Seller has the right to require payment and take the merchandise back from Buyer and final client at any time. The present statement does not concern the liability of the products to the client who is fully responsible as soon as delivered. All expectation of a refund or credit does not give the right for non-payment. In case of non-payment, all warranties will be suspended.

**Production:** Charges and availability vary depending on stock, current workload, item involved, complexity of art, and production. Delivery / Production time is given as accurately as possible and cannot be, in any situation, a reason for merchandise refusal. Productions time: Lead time begins after final art approval and funds received. **All merchandise custom produced is never taken**

**back.** All our orders are accepted "pending availability of goods". Since we rely on manufacturers for certain goods and their availability; delays may happen for the completion of the order. **Lead time begins after final art approval and payment received.** If a proof is needed, production time will begin after the proof has been approved and returned. Additional or extended processes will increase standard production times. An out of stock product cannot affect an entire order and is no condition for order cancellation or refund.

**Order Changes:** Must be confirmed in writing. Factory will not accept responsibility for corrections of verbal orders.

**Rush Service:** We will for additional charge. Produce an order in less than normal productions time. Charges and availability vary depending on current workload, item involved, complexity of art, and production. Standard rush fee is 25% increase on invoice total not including shipping.

**Cancellations:** Cancellations must be in writing and are subject to all incurred cost, including set-up charges, artwork, the following of the order. It will result in billing for all work to that point. There will be a 30% minimum charge if the order is cancelled after the art has been started but prior to production. **An order cannot be cancelled or modified if production has started.**

**Delivery:** By accepting delivery of goods and / or services, or providing or receiving order confirmation or signing sales documents or proof or otherwise indicating acceptance or acknowledging this document when placing order or failing to object within 10 business days, or making payment, Buyer indicates agreement to purchase the specified item(s) in accordance with our Terms and Conditions of Supply and Payment of this document including those of the quote and invoice and as posted. Any different and additional terms of Buyer on offer or purchase order is objected to and rejected unless Seller expressly agrees to them in a specific separate signed document. Our Terms and Conditions of Supply and Payment apply to this order and to all orders. Buyer is responsible for all freight, insurances (Seller does not provide insurance unless requested by Buyer), taxes and other costs unless agreed otherwise in writing.

**All merchandise custom produced is never taken back.** No allowances, fund retention, credits, interests, indemnities or cancellations will be allowed for any order that was held by Customs or for transport delays of any kind - These are out of our control.

**International Shipments:** No allowances, credits or cancellations will be allowed for any order that was held by Customs (Inspection, X-raying, Paperwork, Tax or other issues) or for transport details. These are out of our control.

**Warranties / Guarantee:** We understand that defects happen. We have developed a warranty to aid in the replacement or repair of any manufacturing defects along with limited warranty periods for hardware and printed products being used indoors or outdoors. We always guarantee the functionality and quality of our products when used in observance of our product specific assembly instructions, specifications, warning labels, and disclaimers. If these are not followed closely, damage to the unit and property, injury, or death may result, voiding all warranties.

Our warranty policies are in place to protect against manufacturing defects. Obvious manufacturing defects must be reported before the product is used. Buyer will be responsible for shipping the product back. Upon delivery, we will inspect the product. If the claim is judged to be a manufacturing defect, the product will be repaired and/or replaced. The product will then be returned via standard ground shipping free of charge and cost of return refunded. Any expedited shipping charges are not covered by this warranty policy. Free replacement products will be shipped only after inspection of the damaged product.

If the claim is judged not to be a manufacturing defect. The client / reseller is responsible for the cost, including shipping cost, if they choose to have us repair and/or replace the product. Claims not covered under the warranties include, but are not limited to:

- Failure to follow assembly instructions, mounting, installation, warnings, and/or disclaimers
- Normal wear and tear, including industry standard fading
- Misuse and unauthorized alteration of product, modifications, failure to maintain
- Loss, theft, or vandalism and other negligent or intentional damage
- Natural disasters, storms, and strong winds
- Transportation damages, including scratches, tear, loss of parts caused by transport companies
- Prints or hardware used with prints or hardware not sold or produced by our company
- Any damage other than products – property, persons – under any circumstances.

Remedy limited to repair / replacement. Our company reserves the right to make final judgment on any warranty disputes, which includes final determination of the nature and cause of damage as well as final determination of warranty solution and response.

## Warranty Period

All prints produced have a warranty period. Prints for indoor use have a limited warranty of 1 year and prints for outdoor use have a limited warranty of 6 months. Hardware for outdoor use comes with a limited warranty of 6 months and hardware for indoor use comes with a limited warranty of 1 year against manufacturing defects.

**In addition: All merchandise custom produced is never taken back.** The duration of guarantee for hidden defects, fabrication defects or longevity is indicated on the invoice if it exists for the product sold. All contestations relating to products delivered must be submitted within two days of reception of products to be considered. All external repairs and replacements caused by the products are at the charge of the client. All damages caused by the flags and poles by faulty utilization, installation or weather are not under guarantee. All graphics purchased are considered final sales. There is no warranty or refund period for graphics purchases if corresponding to proof approved. This warranty does not extend to any Seller products which have been subject to misuse, neglect, accident, incorrect wiring or used in violation of operating instructions furnished by us, nor extend to any units altered or repaired for warranty defect by anyone other than Seller. This warranty does not include any damage incurred during shipping. This warranty does not cover any incidental or consequential damages and is in lieu of all other warranties expressed or implied and no representative or person is authorized to assume for us any other liability in connection with the sale of our products. For Shipping damages; immediately file a claim with the shipping company before accepting the goods. Otherwise, we cannot provide any replacement at no cost or refunds of any kind.

**Disclaimer:** Applies to all WING flags. Do not fly your flag in extreme winds or rain in order to extend the longevity (any wind speed exceeding what is listed below) and/or thunderstorms: Single-Reverse: 55-63mph or 10bft for XS to M formats & 25-30mph or 6bft for L to XL, Double-Sided 39-46mph or 8bft for XS to M formats & 13-17mph or 4bft0 for L to XL formats.

Do not use near overhead wires. User must read and observe construction sheet instructions. If this is not done correctly it may result in damage to the unit, injury, or death, and all warranties will be void. All warranties will be void if the hardware is used with any flag not produced by us.

**Important remarks and recommendations:** • Due to the different nature of the products and printing technology used, the printed colors on objects and textiles cannot be 100% guaranteed in Pantone color. We always take great care in reproducing your colors as closely as possible and a slight variation is acceptable. Printing on textile may have from 0 to 100% visibility on the other side (bleed) depending on image printed and material printed on. Banners, flags and double sided (two images back to back) may not be 100% opaque. We do not accept returns based on acceptable color variations, bleed, opacity or durability of products unless specified in writing.

Warranties are only enforced if the client strictly respects usage conditions of all material for which it is destined. • Outdoor products like flags are susceptible to higher deterioration caused by the weather. For longer lasting products, we strongly suggest that all flags and banners be taken down in case of high winds, rains and storms.

Plus or minus 5% in printed fabric size is acceptable due to the nature of the products and printing processes. 2% more or less in delivered quantity is acceptable for quantities above 100 pieces.

**Freight Disclaimer:** Additional costs may occur at time of shipment. Freight charges, if any, in the quotes are estimates to be confirmed at time of shipment, due to fluctuating surcharges and costs from carriers. Estimates are not guaranteed until weight, dimensions, and other pertinent information is confirmed on the date of shipment. Please request up-to-date shipping estimates before placing your final order. Truck freight shipments may also require accessorial charges from the carrier. These may include (but are not limited to) residential delivery, lift gate, inside delivery, stair charges, etc.

Seller will not be held liable for any delays in the shipping of products. The lead times indicated are only estimates to the best of our knowledge. These estimates should not be misconstrued as actual amounts of time for production. Seller will also not be held liable for any third party carrier delaying in the delivery of products. All claims must be processed directly with the third party carrier. All international shipments are subject to additional fees such as duties, taxes and customs clearance fees. These fees are the responsibility of the client. In the event that these fees are charged to Seller Equipment Co., Ltd., these fees will be paid on behalf of the client and in turn will be billed to the client. Please inform your sales representative if you may require one of these additional services so that your estimate will be as accurate as possible. If these requirements are not confirmed before the estimate, the additional charges will be invoiced upon receipt of the freight bill. By accepting this order, you agree to accept and pay these additional freight charges. No claims will be accepted by Seller or transporters. No returns will be accepted unless accepted in advance and in writing by the Seller. **All merchandise custom produced is never taken back.** No allowances, fund retention, credits, interests, indemnities or cancellations will be allowed for any order that was held by Customs or for transport delays of any kind -

These are out of our control. When the Buyer does not proceed with pick-up of the merchandise or refuses delivery within acceptable time, the Seller will have the right to put the merchandise in storage and available to the Buyer for a delay of two weeks. All additional transport, storage, handling fees will be at the charge of the Buyer and payable upon pick-up. If the delay passes and the Buyer refuse delivery; the Seller reserves the right to cancel all contracts and to request payment of the original order and all additional fees related to it.

**Return conditions:** • All returns must have the written confirmation of Seller prior to any action / No item may be returned without a Return Merchandise Authorization (RMA) Number from our customer service department. • Before use of the merchandise and no later than 24 hrs. after reception in case of non-conformity, defects or quantity delivered compared to order. • No exchange, replacement or refund will be provided if the merchandise is not return as it will be considered as used and chargeable • In case of installation by Seller; during or after inspection of installed / finished project. • If the use of the merchandise by the Buyer exceeds 10% of the delivered quantity; this constitutes an absolute acceptance of the merchandise and no returns will be accepted. • If the merchandise is not conforming to the order (signed quote, proof or invoice). • When the partial or complete return is accepted by the Seller; all merchandise must be returned in the original or similar packaging and in perfect condition shipped at Buyer expenses unless agreed upon otherwise. A 20% of the merchandise price will be deducted as restocking fee. • The Seller will replace the merchandise in the shortest delays compatible with available stock and production possibilities. • The fact that a part of the delivered merchandise has a defect, does not give the right to the buyer to return the totality of the merchandise nor does it give the right of nonpayment as per the sales contract, quote or invoice. • Damaged merchandise due to transport negligence must be reported to transport company upon delivery to be acceptable. • When replacement is not possible, the Buyer will be refunded a partial or full amount of the invoice but not to exceed the amount of the invoice. • No custom printed products will be accepted back for refund unless print production error by Seller. • All expenses will be at the charge of client: restocking fee, payment processing, bank fees, outbound and inbound shipping, design, samples will not be refunded.

**Catalogues & Web Sites:** The messages and images in the catalogues, flyers, web sites and emails only represent examples and certain details relating to our activities and cannot be considered as fully actual as the Seller is constantly improving and making modifications on the products. Images are only examples and in no way contractual. Prices shown may change without notice. Texts and images are not to be considered as image or brand infringements as Seller reserves the right to use the work produced as examples of realizations in its publications. If Buyer does not want Seller to use the productions as examples, the Buyers need to notify Seller in writing.

**Property** (trademark, copyright, licensing, image, commercial, artistic, third party rights...): All orders which contain the reproduction, representation, the adaptation of a photo, image, object, model, brand, logo, texts or any other elements which are covered under intellectual or artistic property or the protection under the right of image are the responsibility of the Buyer to obtain usage rights & reproduction rights. Litigation arising from alleged infringement of patents, trademarks and copyrights is the sole responsibility of the Customer Buyer. The Seller will not reprint and sell any work that was ordered by the buyer to any other parties.

Once Product received by Buyer / Client; it is the property and responsibility of the Buyer / Client and Seller is released of any and all liabilities.

**Warranty** – EXPRESSIONS DISPLAY & FLAGS USA, LLC products are warranted against defects in packaging, material and workmanship for 90 days from the original purchase. No item may be returned without a Return Merchandise Authorization Number from our customer service department. Defective items will be repaired, replaced or refunded at our discretion. Damage caused by neglect, abuse, misuse, alteration of the product, transport companies or improper storage is not covered by this limited warranty.

**Warranties / Liability:** Products are warranted against defects in packaging, material and workmanship for 90 days from the original purchase. No item may be returned without a Return Merchandise Authorization Number from our customer service department. Defective items will be repaired, replaced or refunded at our discretion. Damage caused by neglect, abuse, misuse, alteration of the product, transport companies or improper storage is not covered by this limited warranty. Once Product received by purchasing client; it is the property (if paid in full) and responsibility of the client. Seller is released of any and all liabilities. BUYER ASSUMES ALL RISK AND LIABILITY CONCERNING THE USE OF GOODS. All misuse of our products will void any expressed warranties if any implied with sold product. All resulting effects and consequences are the full responsibility of the Buyer. The duration of guarantee for defects of fabrication or longevity is indicated on the quote or invoice. All contestation on delivered merchandise must be received within 48 hrs of delivery to be considered. Warranties are strictly limited to the supplied merchandise, its repair or replacement after proper evaluation by Seller services. Transport costs are at the expenses of the Buyer. The necessary replacement or repairs caused by normal wear and tear and discolorations, poor maintenance, use / miss-use, storage, and weather related situations are

excluded from warranties and at the expenses of the buyer. No conditions can be a reason for non-payment or any refund. Any warranties are valuable only if the Buyer strictly respects any and all usage conditions associated with purchased products. **Warranties:** The duration of guarantee for hidden defects, fabrication defects or longevity is indicated on the invoice if it exists for the product sold. The Company states that it is in certain cases the distributor / reseller / intermediary between the builder and the buyer, and consequently, the sold products are guaranteed by the pre-determined conditions of the builder and will be communicated to the client under request. Any technical advice or assistance that Seller furnishes to Buyer hereunder and the results thereof are provided at Buyer's sole risk and expense.

**Limitation of Liability.** WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THE CONTRACT LIMITING OR EXCLUDING LIABILITY OF SELLER, THE DAMAGES RECOVERABLE BY BUYER BASED ON ANY CLAIM OF ANY KIND WHATSOEVER (INCLUDING NEGLIGENCE) ARISING FROM OR IN ANY WAY CONNECTED TO THIS CONTRACT OR THE GOODS SHALL NOT BE GREATER THAN THE ACTUAL CONTRACT PRICE OF THE GOODS PAID BY BUYER WITH RESPECT TO WHICH SUCH CLAIM IS MADE, AND IN NO EVENT SHALL INCLUDING DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF GOODWILL, LATE DELIVERY, NONDELIVERY, DEFECTIVE CONDITION, OR USE OF THE GOODS.

In consideration of the purchased price paid, neither our company nor any independent distributor are responsible for any loss of use or time, rental costs, or for any incidental, consequential, punitive or other damages. Litigation arising from alleged infringement of patents, trademarks and copyrights is the sole responsibility of the customer. The section contradictory will be non-applicable without effect to the rest of the Sales Contract / Conditions. **Governing Law:** For domestic sales, the law of the Jurisdiction, without regard to its conflict of laws principles, shall govern this Contract and the rights and obligations of the parties hereunder. For international sales, the United Nations Convention on Contracts for the International Sale of Goods (the "Sales Convention") shall, to the extent applicable and as limited herein, govern this Contract and the rights and obligations of the parties hereunder. Notwithstanding the foregoing, in the event of any inconsistency or conflict between provisions of the Contract, including these Terms and Conditions, on the one hand, and the Sales Convention, on the other hand, the provisions of the Contract shall govern and prevail. To the extent of any such inconsistency or conflict, the provisions of the Contract shall be deemed to derogate from the provisions of the Sales Convention within the meaning of Article 6 thereof. Further, without limiting the generality of the foregoing, the following provisions of the Sales Convention are hereby excluded from the Contract: Articles 8(3), 9, 11, 16(2), 39(2), 44, 46, 50, and 84(1). Questions that are not expressly settled in the Contract or by application of the Sales Convention are to be settled in conformity with the internal laws of the Jurisdiction, without regard to its conflict of laws principles. For international sales not governed by the Sales Convention, the internal laws of the Jurisdiction, without regard to its conflict of laws principles, shall govern this Contract and the rights and obligations of the parties hereunder. The Convention on the Limitation Period in the International Sale of Goods is hereby excluded and shall not govern any claim arising from or relating to this Contract or the sale or purchase of the Goods. **13. Dispute Resolution.** Except as otherwise provided herein, any dispute arising out of or related to this Contract or the sale, use or purchase of the Goods shall be settled by binding arbitration in the Jurisdiction administered in accordance with Rules of Arbitration of the International Chamber of Commerce in effect on the date of such arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings, and all documents, pleadings and awards related thereto shall be in the official language of the Jurisdiction. The arbitration award shall be stated in the currency of payment specified in the Contract or, if no such currency is specified, the currency of the Jurisdiction and the reasons for the award shall be stated therein. The arbitrator(s) shall have no power to alter or modify any provision of this Contract. The parties shall equally share the arbitrator's fees and costs. Anything to the contrary in this Contract notwithstanding: (a) any claim by Buyer of any kind, nature, or description is barred and waived, and no proceedings of any kind may be commenced by Buyer, unless Buyer institutes arbitration proceedings within one (1) year after the claimed breach occurs and (b) Seller may, in its sole discretion, apply to a court competent jurisdiction with respect to (i) any claims by Seller for amounts owed by Buyer in connection with a sale of the Goods to Buyer, (ii) any claims by Seller to enforce the agreement herein to arbitrate or to enforce the award of the arbitrator(s); (iii) Seller's enforcement of the limitation period set forth hereinabove in respect of Buyer's claims; or (iv) any claims by Seller for injunctive relief or interim measures to prevent or stop irreparable harm to Seller's rights or property. Buyer hereby irrevocably submits to the jurisdiction of the courts within the Jurisdiction with respect to any such litigation. If Seller files litigation in accordance with the foregoing, Buyer shall file no counterclaim therein that is arbitral under this Contract. **14. Assignment and Delegation.** Neither party shall transfer or assign this Contract, whether by operation of law or otherwise, without the prior express written consent of the other party. Any attempted transfer or assignment hereof without such consent shall be void and without force or effect. Except as otherwise expressly provided herein, this Contract is not intended to be for the benefit of, and shall not be enforceable by, any person not a party to it or the permitted assignee of such party.