

TERMS & CONDITIONS

By signing your proof or providing your approval via email, you are acknowledging that you have read, understood, and agreed to all specifications listed and have checked artwork for accuracy. Once you have approved this proof, you are relieving Signs By Tomorrow (SBT) and/or Image360 DC Bethesda of all liability of errors, are responsible for the costs associated with producing your custom sign order, and give SBT and/or Image360 DC Bethesda permission to produce all signs listed.

All projects are quoted as a whole. If there are changes made to the quantity, size, and/or material the pricing may change.

IMPORTANT NOTES ABOUT YOUR PROOF:

- Due to inconsistencies of various display monitors and printers, the colors on your proof may not be completely accurate representations of final printed product. Colors shown on your proof are intended as a guide only and should not be regarded as absolutely correct.
- Unless otherwise noted, all dimensions are nominal and may vary slightly in production.
- The Set Up Charge is a standard fee which covers setting up proofs and production files for printing. 3 Proof changes are included in the Set-Up Charge. Each additional proof will be an additional \$15.
- 6% MD Sales Tax will be added to all orders unless a MD tax exempt certificate is presented at the time of approval.

PRODUCTION TIME:

Production time is based on the number and type of signs ordered. Not all products are available the next day. If you need your products by a certain date, be sure to discuss this with your project manager. Production will NOT begin until payment has been made or specific payment arrangements have been made with our accounting department.

COLOR SENSITIVE ARTWORK:

We cannot guarantee color matches with bitmap images, gradients, transparencies, percentages of pantone numbers, CMYK or RGB colors. Please provide 100% Solid Coated Pantone (PMS) colors where color matching is necessary. A color matching fee of \$35 will apply if color matching is required. Please request a \$25 hard copy proof if you would like to see printed colors before final production. Orders without indication of Pantone colors, or requested hard copy proofs are NOT guaranteed for color and will be printed as-is.

TERMS & CONDITIONS: SBT and/or Image360 DC Bethesda has the right to change the terms and conditions at their discretion.

1. This estimate is valid for 30 days. After 30 days, Signs By Tomorrow reserves the right to revise price(s) to reflect changes in costs. Prices are subject to change without notice.
2. This estimate is made for custom-designed and -constructed items and, when accepted, is not subject to cancellation unless by mutual consent. Presented prices are based upon the scope of the work as described in the estimate. Should any aspect of the job or materials change at the Purchaser's request, prices are subject to change.

Signs By Tomorrow will not be responsible for errors in plans, designs, specifications or drawings furnished by the Purchaser or for defects caused thereby.

3. This estimate does not include installation unless specifically quoted as a line item. Installation is available at the Purchaser's request and can be quoted separately. Installation involving in-ground methods is based upon normal excavation conditions. Should asphalt, rock, concrete or any other underground obstruction be discovered during the installation process, either (a.) the sign will be relocated or (b.) the Purchaser will pay the cost of excavating the impediments. In-ground installation also might require a notification to "Miss Utility." Such installation cannot proceed until a "Clear" message has been received from "Miss Utility." Signs By Tomorrow cannot control the time required for "Miss Utility" to mark the installation area and report the "Clear" message. The Purchaser will pay all fees charged by "Miss Utility." Installation involving attachment of signs to a building or structure assumes adequate structural support from the structure. If the structure is found to be deficient for the purpose of sign installation, Signs By Tomorrow will notify Purchaser of the issue and a determination will be made as to how to proceed. Signs By Tomorrow is not responsible for bringing the structure up to a satisfactory level to accept the proposed sign(s). If the Purchaser decides not to proceed with the installation, the Purchaser still must pay for the design and manufacture of the sign(s) and for the installer's time in attempting to install the sign(s). Installation is to take place during the normal working hours of Signs By Tomorrow. Should installation be requested during times other than the normal working hours of Signs By Tomorrow, installation price is subject to change.

4. Quoted prices do not include the cost(s) of any permits or variances, nor the cost(s) of procuring same. Signs By Tomorrow makes no representation as to whether or not the requested sign meets local jurisdictional regulations. Permits and variances are the responsibility solely of the Purchaser. When permits are applicable, client is responsible for obtaining all proper permits and permissions.

5. Any signs, provided by Signs By Tomorrow under a work order contract converted from this estimate, that have electrical components will meet industry standards when delivered to the Purchaser. Signs By Tomorrow is not a licensed electrical contractor. Any electrical requirements for supply and connectivity or disconnection will need to be met by a licensed contractor hired and paid by the Purchaser.

6. If the estimate involves vehicle graphics, vehicle must not have been painted within three (3) weeks prior to graphic application. Vehicle must be clean of grime, oils, tar and other contaminants on the body prior to graphic application. Any additional cleaning will be billed at \$100.00 per man-hour. The need for additional cleaning is the determination solely of Signs By Tomorrow and its installers.

7. Exact color matches sometimes can be challenging to achieve. For exact color matches, a PMS (Pantone Matching System) number is required. Color proof and color charts are available for review by the Purchaser who has specific color requirements. Purchaser approval is required prior to all production. PMS matching and providing hard-copy proofs are subject to additional charges.

8. The Purchaser wanting design(s) to accompany estimates must pay a non-refundable \$100.00 design fee, in advance, that will be credited to a work order contract converted from this estimate.

9. For contracted jobs, unless otherwise stated in writing, Signs By Tomorrow requires a 50% deposit and a signed estimate / quotation prior to converting this estimate into a work order contract for design and production. Signs By Tomorrow accepts cash, approved check, VISA, MasterCard, Discover, or American Express.

10. Work for estimates that reflect a quantity discount must be ordered at one time unless arranged otherwise.

11. Signs By Tomorrow will send an order to production only after receiving written approval of a proof of the Order from the Purchaser. Design includes up to three proofs at no additional charge. Orders needing more than three proofs are subject to an additional per-proof charge as stated on the proof.

12. Balances for completed work under the work order contract converted from this estimate are due upon presentation of the invoice unless otherwise specified in writing. Balances for work not picked up by the Purchaser, within 30 calendar days of Signs By Tomorrow's giving the Purchaser telephone notification that work is complete and ready for pick-up, are due from the Purchaser upon the Purchaser's receipt of the invoice.

13. The Purchaser agrees to pay a \$50.00 fee, plus the bank's charges, and the full balance for all checks returned for any reason.

14. In the event payment for the work order contract converted from this estimate is not made as agreed, the Purchaser agrees to pay a late charge of \$50.00 on all outstanding balances beyond 15 days and a service charge on all past due balances from the invoice date at the rate of one and one-half percent (1.5%) per month. In the event the work order contract converted from this estimate is placed for collections or is collected by suit or through any Court, the Purchaser agrees to pay the total balance including late fees, all attorneys' fees and an additional twenty-five (25%) percent of the total balance in addition to all court costs and private processing fees.

15. The Purchaser agrees that legal title to all products and services provided within this estimate shall not pass to the Purchaser until such time as full payment for said products and services has been made to Signs By Tomorrow. Should Signs By Tomorrow not receive full and complete payment in a timely manner, Signs By Tomorrow reserves the right to repossess any or all of the items provided. The Purchaser agrees to pay any and all costs associated with repossession.

16. Shipping and Delivery Charges are not included in this estimate unless quoted as a line item.

17. SBT – Rockville, Gaithersburg and/or Image360 DC Bethesda has the right to post photos of the product(s) on our social media accounts and websites and a duplicate of the product(s) in our store as samples.

18. While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your email address ("Personal Information"). We may use your personal information to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send. Your personal information is never shared with any third party.

19. If any provision of these terms and conditions is held invalid, such invalidity shall not affect the applicability and validity of the remaining provisions.

20. If there is any cancellation of a work order converted from this estimate, the Purchaser agrees to pay all fees associated with design, as determined solely by Signs By Tomorrow, that exceed the \$100.00 design fee specified in Item 8 of these Terms and Conditions, if paid, and a 50% re-stocking fee for all non-inventory items.

21. SBT – Rockville, Gaithersburg and/or Image360 DC Bethesda does not collect Washington, DC or Virginia tax.

22. Any signs that have not been claimed by the purchaser within 30 days of the project completion date will be subject to Storage Fees.

23. By signing this estimate or emailing the written approval the Purchaser agrees to accept and abide by all the Terms and Conditions set forth herein.

Signature: _____

Printed Name: _____ Date: _____