

**INTERSIGN CORPORATION AND AFFILIATES**  
**STANDARD TERMS AND CONDITIONS**

**1. Application**

- 1.1. These Terms and Conditions shall apply to the purchase of the goods ("Goods") by you ("Buyer") from Intersign Corporation, and any affiliates or related DBAs, located in Chattanooga, TN 37406, 2156 Amnicola Highway ("Seller"). No other terms and conditions shall apply to the sale of the Goods or to this quotation/invoice unless agreed upon in writing between the Buyer and Seller.

**2. Interpretation**

- 2.1. A "business day" means any day other than a Saturday, Sunday or bank holiday.  
2.2. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

**3. Goods**

- 3.1. The description of the Goods is as set out in the quotation and/or invoice. In accepting the quotation/invoice, the Buyer has acknowledged that it does not rely on any other representations regarding the Goods.  
3.2. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

**4. Price**

- 4.1. Subject to sub-Clause 4.2, the price ("Price") of the Goods shall be that detailed in the quotation, accepted by the Buyer and confirmed in this quotation/invoice.  
4.2. Any increase in the cost of the Goods to the Seller due to any factor beyond the Seller's control including, but not limited to, material costs, labor costs, alteration of exchange rates or duties, or changes to delivery rates, shall be reflected in this quotation/invoice in accordance with the Seller's right to increase the Price prior to delivery. Any increase in the Price shall only take place upon the Seller informing the Buyer, and the Buyer's agreement, of the increase in writing.  
4.3. The Price for the Goods is exclusive of any applicable sales taxes, handling, customs, freight or other such costs. All such costs will be the responsibility of the Buyer.  
4.4. For Buyers who are tax exempt, they must provide a valid sales tax exemption certificate or reseller's certificate to the Seller within 3 days of the submittal of the purchase order, otherwise, the Buyer will be responsible for all applicable state and local taxes due.

**5. Basis of Sale**

- 5.1. The quotation and/or invoice is a contract to sell the Goods which the Buyer has accepted taking into consideration all terms and conditions included herein.

**6. Payment**

- 6.1. The Buyer shall pay the Price stated in this quotation/invoice in accordance with any credit terms agreed between the Seller and the Buyer.  
6.2. If the Buyer fails to make payment within the period in sub-Clause 6.1, the Seller shall have the option to suspend any further deliveries to the Buyer and charge the Buyer interest at the rate of 1.5% per month until payment is received in full.  
6.3. Buyer agrees that Seller will be entitled to collect all fees related to legal fees, collection fees, court costs, and any other reasonable costs incurred by the Seller to collect invoices owed by the Buyer.

**7. Delivery**

The Seller has delivered the Goods to the Buyer, enclosing this quotation/invoice or has notified the Buyer that the Goods are ready for collection by the Buyer

**8. Inspection of Goods**

- 8.1. The Buyer is under a duty to inspect the Goods on delivery or collection.  
8.2. If the Buyer identifies any damage or shortages it must inform the Seller in writing within 7 days of delivery, providing details of the alleged damage or shortage. If the packaging is damaged, then Buyer shall provide photographs/pictures of the damaged packaging to the Seller so proper claim support can be provided to the applicable freight carrier. The Seller shall not be liable if the Buyer fails to provide such notice and related evidence of damage.  
8.3. The Seller must be permitted to inspect the affected Goods before the Buyer uses, alters or modifies them in any way.  
8.4. Subject to the Buyer's compliance with this Clause 8 and the Seller's agreement with any alleged damage or shortages, the Seller shall make good any and all damage and shortages within a reasonable time.  
8.5. The Seller shall be under no liability for and shall not indemnify the Buyer against any matters arising from damage or shortages.

**9. Returns**

- 9.1. Goods may not be returned without the prior confirmation by the Seller in writing (via email, letter, facsimile).  
9.2. Subject to sub-Clause 9.3 & 9.4 the Seller shall only accept returned Goods if it is satisfied that those Goods are defective and that such defects would not be apparent on inspection.  
9.3. The Seller shall not be liable for defects arising out of normal wear and tear, the Buyer's failure to follow any instructions given by the Seller, misuse or alteration of the goods, negligence, willful damage or any other act of the Buyer, its employees, agents or any other third party.  
9.4. Buyer agrees that all stock/product returns are subject to a 40% restocking fee.

**10. Risk and Title**

- 10.1. Risk of damage to or loss of the Goods shall pass to the Buyer either when the Goods are delivered to the Buyer or when the Seller ships the Goods under the terms of "FOB Shipping Point".  
10.2. Legal and beneficial title in the Goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the Price.

**11. Rights, Warranties and Liability**

- 11.1. Subject to these Terms and Conditions and except where the Buyer is purchasing the Goods as a consumer, all warranties, conditions or other terms implied by statute or under the laws of the state of Tennessee.  
11.2. The Seller shall not be liable for any loss or damages of any nature, direct or indirect, including any loss of profits or consequential damages suffered or incurred by the Buyer for whatever reason.  
11.3. The exclusions of liability contained within this Clause 11 shall not exclude or limit the liability of the Seller: (a) for death or personal injury caused by the Seller's negligence; (b) for any matter for which it would be illegal for the Seller to exclude or limit its liability; and (c) for fraud or fraudulent misrepresentation.

**12. Communications**

- 12.1. All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorized officer of that party).  
12.2. Notices shall be deemed to have been duly given: (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; (b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; (c) on the fifth business day following mailing, if mailed by national ordinary mail; or (d) on the tenth business day following mailing, if mailed by airmail.

**13. Force Majeure**

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, global supply and logistical limitations, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

**14. Severance**

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

**15. Law and Jurisdiction**

- 15.1. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of the state of Tennessee.