

Standard Terms and Conditions

Effective January 1, 2012

Company (Custom Graphics & Sign Designs, Inc.) and Customer enter the following customer contract ("Contract") regarding services provided to the customer and more specifically described on the Quote / Sales Order / Invoice and agree to the following terms and conditions regarding such Project:

STANDARD SPECIFICATIONS: The Project shall be completed in accordance with the sign/element drawing and elevation specifications corresponding to the transaction number listed on the Quote / Sales Order / Invoice, which are approved by Customer ("Standard Specifications"), unless changes to the Standard Specifications are approved by the parties in writing in accordance with the Change Order process described below.

CONTRACT AMOUNT: Customer shall pay Company for the Project as invoiced by Company in the amount and in increments listed on the Quote / Sales Order / Invoice ("Total"). Time is of the essence with regard to the Customer's payment obligation.

ADDITIONAL WORK: Unless stated as part of the Total amount on the Quote / Sales Order / Invoice, Customer shall pay an additional amount for the Project in the event that:

- (i) Abnormal soil conditions or underground obstructions exist, including, without limitation, the existence of solid rock, pipes, underground wires, etc.
- (ii) Company must perform services related to obtaining a variance.
- (iii) Company is required to provide documentation to obtain permits and approvals for the Project other than the Standard Specifications described above, including, without limitation, shop drawings, samples, design layouts, and modifications to architectural site plans.

- (iv) Company is required to remove free-standing signs or prior signs on a structure located on or near the installation site.
- (v) Company must obtain permits or approvals, or
- (vi) Company is requested or required to do any other additional work related to the Project that is not described in the Services section on the Quote / Sales Order / Invoice

TAXES: Customer agrees to pay all taxes that are due or may become due by Customer or that may be levied upon Company in connection with the Project, including without limitation, all sales, use, and rental taxes levied by any federal, state, county or municipal authority or political subdivision thereof.

LATE FEES: Customer agrees that all amounts not paid by due date stated on the Invoice sent by Company are subject to a late fee of 18% per annum or the maximum rate allowable by law, and Customer agrees to pay such late fee.

OWNERSHIP OF SIGNAGE PROPERTY: Company shall contribute parts and materials to manufacture the signage related to the Project ("Signage Property"). Customer acknowledges and agrees that all Signage Property is owned by the Company until receipt of final payment for the Project. Customer expressly agrees that title to the Signage Property is retained by Company and in Company's name until Customer's full payment for the Project is received. Customer further agrees that if Customer fails to make payment in full for the Project within 90 days of completion of the Project, then Company, or Company's representative, in its sole discretion, shall have the right, and is hereby authorized and empowered to take and remove the Signage Property from the installation site, and resume possession of the Signage Property, wherever found, without any liability for damages or other claim whatsoever, with or without process of law, and without prejudice to further enforcement of any balance of such obligation or expenses remaining due.

OWNERSHIP OF COMPANY DESIGNS: Company may provide Customer with designs and art work created by the Company in connection with the Project ("Company Designs"). All right, title and interest

in and to the Company Designs is owned exclusively, throughout the world, and in perpetuity by the Company (including all copyrights and patents, derivatives, renewals and extensions thereof). Any and all use of the Company Designs by Customer, its employees or agents is expressly prohibited without the written consent of the Company; and such written consent is subject to payment in full for the Project and the Company's design service. Until payment in full is received, the Company shall have the sole and exclusive right to use the Company Designs, in whole or in part, in whatever manner the Company may desire, including without limitation, the right to cut, edit, revise, alter and/or otherwise modify the Company Designs and to freely use, perform, distribute, exhibit and exploit such materials and license others to do so in any and all media now known or hereafter devised and shall have the sole and exclusive right to copyright or patent the Contractor Work Product in the Company's name, as the owner and author thereof.

PERMITS AND LICENSES: Unless otherwise stated on the Quote / Sales Order / Invoice, the Company shall obtain all necessary installation permits related to the Project at the Customer's expense. Customer shall be responsible for maintaining all necessary permits or variances from public authorities.

CHANGE ORDERS: Any changes to the Standard Specifications or additional work requested by Customer shall be agreed to by the parties in a Client Change Order Contract, which, upon signature by all parties shall be made part of this Contract. Company may, in its sole discretion, stop all work in connection with the Project until the Client Change Order Contract is signed by Customer.

CUSTOMER DELAY: Company shall not be liable for any delay in the performance of this Contract caused by or resulting from Customer's acts, omissions, or delays in its obligations under this Contract.

TERMINATION: In the event that this Contract or an Order is terminated, Customer shall pay Company for all work in progress related to the Project up to date of termination plus a cancellation fee of 25% of the total Contract Amount.

LIMITED WARRANTY: ALL SIGNAGE PROPERTY AND SERVICES PROVIDED BY COMPANY IS GUARANTEED FOR A PERIOD OF ONE YEAR AGAINST ELECTRICAL AND MECHANICAL DEFECTS. Expressly excluded from this warranty are acts of God, vandalism, customer modification or defects due to Customer negligence and any other causes beyond the control of the Company. All warranties are void with respect to portions of Project not manufactured, performed or serviced by Company, its employees or agents. **DISCLAIMER OF WARRANTIES:** THIS CONTRACT IS MADE WITH THE UNDERSTANDING THAT THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES OTHER THAN THOSE CONTAINED IN THIS CONTRACT AND THAT THERE ARE NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, THAT THE GOODS SHALL BE MERCHANTABILITY OR FIT FOR ANY PARTICULAR USE OR PURPOSE OTHER THAN THOSE SPECIFICALLY MENTIONED HEREIN.

FORCE MAJEURE: Company shall not be liable for failure of or delays in the performance of the terms of this Contract resulting from strikes, breakage, fire, labor disputes, unforeseen commercial delays, war, acts of God, or other causes beyond the control of the Company. In addition, the Customer shall not hold the Company responsible, and Company shall not be liable for any damage to landscaping that occurs during installation.

MECHANICS LIEN: Customer acknowledges and agrees that the Company shall provide services and furnish materials and labor to manufacture signage related to the Project and further agrees that such materials or labor is for improvement of real property. Therefore, unless otherwise prohibited by state law, Customer authorizes Company to file a Mechanic's Lien for any amounts due under this Contract. The Customer further agrees to pay Company an administration fee for all costs incurred in filing of a Mechanic's Lien, and further agrees to pay all legal fees and court costs in connection with the enforcement of a Mechanic's Lien.

INDEMNIFICATION: The Customer shall indemnify and hold Company, and its employees and agents harmless from and against any and all claims, damages, losses and expenses, including, without limitation, attorneys' fees and court costs arising out of or resulting from the performance of the services, if any such claims, damage, loss or expense is caused in whole or in any part by any act or omission of the Customer, or Customer's employees or agents.

INDEPENDENT CONTRACTOR STATUS: In this Contract, Company shall be deemed an independent contractor. It is the intention of the parties that: (i) the Company shall specifically not occupy the status of an agent, servant, or employee of the Customer; and (ii) the relationship between the Company and the Customer shall specifically not be that of a partnership, joint venture, or other similar association. During the progress of performance of the Project, Customer will not, without Company's prior written consent, direct or attempt to direct the employees, agents, or subcontractors involved in the performance of services related to the Project or the installation of the Signage Property.

MISCELLANEOUS: The parties hereby agree that: (i) This Contract shall be governed by and construed in accordance with the laws of the State of the Company's principal office without regard to choice of law principles, and Customer hereby irrevocably submits to the jurisdiction of the state and federal courts in such state for all disputes or legal claims arising from this Contract; (ii) In any legal action brought by or against the Company in relation to this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees in addition to any other relief that may be awarded; (iii) If a court should find one or more of the terms of this Contract unenforceable, the remaining terms will nonetheless remain binding on the parties; (iv) This Contract is the complete agreement between the parties regarding the subject matter set forth herein, and this Contract supersedes all previous oral or written agreements regarding this subject matter; (v) This Contract cannot be voided or amended without the written agreement by an officer of the Company; and (vi) Customer shall not make any assignment of this Contract, but the Company may assign this Contract in its sole discretion.