



Alpikos LLC  
PO Box 745592  
Arvada, CO 80006

### **Alpikos LLC Sales Terms and Conditions**

#### **SALES ORDERS**

All sales orders are based upon the final output art/files reviewed by Alpikos LLC. If additional art setup, design, proofing or prototype services are required, Alpikos LLC will advise the customer of the cost of such changes through an Order Acknowledgement Form and will require customer acceptance of such changes before the order can proceed.

#### **CANCELLATION**

Sales Orders may not be cancelled except upon terms that will compensate Alpikos LLC for any work performed pursuant to the sales order, including materials, labor, overhead and a \$250.00 order cancellation charge. Alpikos LLC, at its sole discretion, shall determine what constitutes reasonable compensation upon cancellation, and shall provide Customer with an explanation as to the basis for the compensated amount.

#### **PROTOTYPE**

Unless specifically provided in a sales order, Alpikos LLC does not provide a Prototype for any items.

#### **COLOR VARIANCE**

Because of differences in equipment, materials, inks, and other conditions in production operations, a reasonable variation in color between products shall constitute acceptable delivery and performance by Alpikos LLC. Alpikos LLC, at its sole discretion, shall have the right to determine what constitutes a reasonable variation in color between products.

#### **INTERMEDIATE MATERIALS**

All materials furnished or procured by Alpikos LLC such as artwork; digital files; proofs' match prints; negatives; color separation; dies; or any other intermediate materials used to produce the job, will remain the property of Alpikos LLC except on compensation to be determined by Alpikos LLC or as otherwise agreed upon in writing by an officer of Alpikos LLC.

#### **CUSTOMER PROPERTY**

All Customer property stored with Alpikos LLC is at customer's own risk, and Alpikos LLC is not liable for loss or damage thereto caused by way of example only, vandalism, fire, water, leakage, theft, negligence, insects, rodents or any causes beyond Alpikos LLC's control. It is understood that the gratuitous storage of Customer's property is solely for the benefit of the Customer.

#### **PAYMENT TERMS**

Payment shall be 50% Deposit, Balance Net (10) days, unless otherwise provided in writing. (2%) per month service charge will be added to all accounts not paid in compliance with Alpikos LLC's payment terms.

## **RETURNS**

Because the graphic products are produced for each Sales Order, Alpikos LLC does not accept returns. Please contact our customer service department within 30 days of receipt if you receive damaged or defective merchandise; we will issue a return authorization ticket and instruct you on how to obtain replacement products if the signage is deemed, in Alpikos LLC's sole discretion, to be damaged or defective.

## **CLAIMS AND LIMITATIONS OF LIABILITY**

CLAIMS FOR DEFECTS, DAMAGES OR SHORTAGES MUST BE MADE BY THE CUSTOMER IN WRITING WITHIN A PERIOD OF THIRTY (30) DAYS AFTER DELIVERY. FAILURE TO MAKE SUCH CLAIM WITHIN THE STATED PERIOD SHALL CONSTITUTE IRREVOCABLE ACCEPTANCE AND AN ADMISSION THAT THEY FULLY COMPLY WITH TERMS, CONDITIONS, AND SPECIFICATION. ALPIKOS LLC. SHALL HAVE A LIEN ON ALL CUSTOMER PROPERTY IN ALPIKOS LLC'S POSSESSION INCLUDING WORK IN PROCESS AND FINISHED WORK. THE EXTENSION OF CREDIT OR THE ACCEPTANCE OF NOTES, TRADE ACCEPTANCES OR GUARANTEE OF PAYMENT SHALL NOT AFFECT SUCH SECURITY INTEREST AND LIEN.

## **INSTALLATION QUOTATIONS & ORDERS**

All quotations and Sales Orders are based upon the site, vehicle or facility information (including type of signage, type of vehicle or facility, location of vehicles/facility, and condition of surfaces on which signage are to be applied) supplied by the Customer in connection with all Sales Orders. Customer will be charged for additional work performed by Alpikos LLC as a result of incomplete or inaccurate Customer supplied site, vehicle or facility information at our current standard hourly rate per man hour.

## **REMOVAL OF EXISTING SIGNAGE**

Alpikos LLC agrees to perform signage removal services consistent with the national standard in the industry. Alpikos LLC cannot be held responsible for damage to Customer's property caused by removal of existing signage. Customer acknowledges that Alpikos LLC is not responsible for any loss or damage to Customer's vehicle(s) or facility (e.g. pulled paint, discoloration) arising out of any signage removal services.

## **INSTALLATION OF SIGNAGE**

Alpikos LLC agrees to perform signage installation services including surface preparation, installation of signage and quality control consistent with the national standard in the industry. Alpikos LLC does not take responsibility for building structure being adequate to support signs or building/vehicle surfaces to accept signage. Customer acknowledges that Alpikos LLC is not responsible for any loss or damage to Customer's property arising out of the installation services or installed signage.

## **CANCELLED APPOINTMENTS**

Customer is responsible for meeting scheduled installation appointments. A 24-hour notice of cancellation is required, and if said notice is not met, Customer will be subject to a \$250.00 cancellation fee per occurrence.

## **VEHICLE OR FACILITY AVAILABILITY**

For installations performed at the Customer's site, Customer is responsible for having vehicle(s) available (or facility accessible) and ready for installation at the appointed time. If the vehicle(s) or facility is not available or accessible at the time of installation, Customer will be subject to a delay charge at Alpikos

LLC's standard hourly rate per man hour for each hour or party thereof of delay. If the appointment is subsequently cancelled, Customer will also be charged a trip charge determined at Alpikos LLC's standard hourly rate per man hour for the duration of travel to and from the Customer's site.

#### **OTHER JOB-RELATED EXPENDITURES**

Customer agrees to reimburse Alpikos LLC for any additional, but are not limited to, reasonable expenditures incurred to perform the Sales Order. Such expenditures may include cleaning supplies, materials to keep the vehicle dry, rental of light fixtures if the Customer does not provide a suitable environment.

#### **PRODUCTION SCHEDULES**

Production schedules will be established and adhered to by Customer and Alpikos LLC, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of Government or civil authority and acts of God or other causes beyond the control of the Customer or Alpikos LLC.

#### **INDEMNIFICATION**

The Customer shall indemnify and hold harmless Alpikos LLC from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against Alpikos LLC on ground alleging that said printing violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that Alpikos LLC has contributed to the matter. The Customer agrees to, at the Customer's own expense, promptly defend and continue the defense of any such claim, demand action or proceeding that may be brought against Alpikos LLC provided that Alpikos LLC shall promptly notify the Customer with respect thereto, and provided further that Alpikos LLC shall give to the Customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

#### **DISCLAIMER OF WARRANTIES**

THERE ARE NO WARRANTIES OR GUARANTEES OF MERCHANTABILITY, FITNESS, AND PERFORMANCE OR OTHERWISE, EXPRESS, IMPLIED OR ARISING UNDER STATUTE, REGULATION, COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE SALES ORDER, OR ANY SERVICES PERFORMED BY ALPIKOS LLC OTHER THAN ANY WARRANTIES OR GUARANTEES EXPRESSLY PROVIDED HEREIN. IN NO EVENT SHALL ALPIKOS LLC BE LIABLE FOR AN INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH SERVICES OR PRODUCTS SOLD HEREUNDER.

#### **EXPRESS WARRANTY AS TO SERVICE**

Alpikos LLC provides a thirty (30) day warranty on its services that such services will be of professional quality conforming to generally accepted practices governing the type of services provided by Alpikos LLC in its industry. This service warranty is void if outside factors, unrelated to the services provided by Alpikos LLC, have caused any damage or deterioration to any goods sold by Alpikos LLC. In the event Alpikos LLC deems that a failure is the result of its service, Alpikos LLC shall, upon timely written notice by Customer of any purported failure, use its best efforts to promptly remedy such failure. If the failure is unable to be remedied, which shall be at the sole discretion of Alpikos LLC, Customer's sole remedy is a refund of the monies paid to Alpikos LLC.

#### EXPRESS WARRANTY AS TO PRODUCTS

Alpikos LLC warrants sold products to be free from defects in workmanship and materials for a period of one (1) year from the date of purchase. Alpikos LLC's obligation shall be limited to replacement or repairing, at its sole option, the product or the defective part thereof which shall, within the applicable warranty period set forth above, be determined to be defected from normal use. Service fees to repair or replace defective products shall be paid by the customer. Alpikos LLC does not warranty products against vandalism, misuse, or extreme weather.

#### MODIFICATION/CHOICE OF LAW

This Sales Terms and Conditions, and any Sales Order ("Agreement") may be modified in whole or in part, or part or parts hereof waived, only by an instrument in writing and signed by an authorized representative of the party against whom enforcement of the purported modification or waiver is sought. The Agreement shall be governed by and construed under the law of the State of Colorado without regard to its laws relating to conflict or choice of laws, and any legal proceeding shall have its venue in the County of Denver, State of Colorado.

#### TERMINATION

This Agreement may be terminated by Alpikos LLC for any reason upon seven (7) days written notice. Should Customer materially fail to perform in accordance with this Agreement, Alpikos LLC may terminate this Agreement upon seven (7) days written notice to Customer.

#### SEVERABILITY

If any provision of the Agreement should be or become partially or entirely invalid or unenforceable, this shall not affect the validity of the remaining provisions hereof. The parties hereto shall be obligated to replace the invalid or unenforceable provision with a provision which comes closest to the economic purpose originally intended by the parties with the invalid or unenforceable provision.

#### ENTIRE AGREEMENT/BINDING

This Agreement shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter hereof. This Agreement shall be binding on the parties successors and assigns and shall inure to the benefit of the successors and assigns and parties hereto.

We are a small business as defined by the Small Business Administration.