

On ordering custom-made items:

Custom manufactured products and graphics services require full payment in advance of shipping. Unless specified otherwise, a 50% deposit is required for all custom products. Balance of payment is due upon completion of client verified artwork and prior to shipping. The completion date for custom product orders as presented on PictoGraphix (PG) Quote Forms are estimates only. Delivery of finished products rely on the timely delivery of project data by the customer, receipt of outstanding balances owed and on shipping arrangements.

Payment Terms:

New client orders are handled on a prepayment basis until such a time as the customers' application for credit has been duly processed. Payment by company check, credit card or wire transfer is accepted. If credit references are acceptable Net 30 payment terms for stock item orders are available. Prices will be in U.S. or Canadian dollars as stipulated on the Quote Form. Freight, packaging, applicable taxes and other surcharges are not included unless otherwise stated. **Past Due Accounts will be charged 2% interest per month from invoice date.**

PG reserves the right to refuse or **revoke credit** for accounts that are severely and/or habitually past due, that refuse or return shipments without prior authorization, that issue non-sufficient fund checks, or that otherwise demonstrate credit unworthiness.

Lengthy Delays with EvacMap graphics projects:

Customers ordering EvacMap graphics services agree to respond to Pictographix email/telephone inquiries concerning project data and revisions in a timely manner. Excessive delays and/or poor communication of project data increases project administration and overall project costs. Pictographix will accept Written Notification of project delays; however, accounts experiencing unannounced project delays will be classified as a **Delayed Project** and will be temporarily closed following 3 weeks of inactivity or poor client communication. Delayed Projects will be invoiced for graphics services provided to date. An Administration Fee of \$150 would be applied to re-open Delayed Project accounts. Pictographix must be notified in writing when the customer is ready to continue with the project.

Terms of delivery:

Shipping will be F.O.B. Montreal, QC or Los Angeles, CA or as stated on the PG Quote Form. The customer assumes the risk for shipment by common carrier. PictoGraphix, Inc. shall not be responsible for failure to deliver or late arrival of goods due to events beyond its control.

Optional **insurance** for all shipped items is at an additional cost to the customer. PictoGraphix, Inc. is not liable for the loss or damage to goods in transit. Shipments are automatically insured for \$100. All claims for in-transit damage must be filed directly with the carrier. Claims for damaged products due to shipping must also be reported in writing to PictoGraphix Inc. and to the carrier within 24 hours of receipt of goods. Orders with missing or defective items must be reported to Pictographix within 5 days following delivery.

Returns and/or Credits:

All sales are final. PictoGraphix, Inc. will promptly issue credit or replace defective merchandise. Written authorization is required from PictoGraphix, Inc. before returning merchandise. Credit will not be issued for unauthorized returns. Merchandise authorized for return shall be properly packaged and freight must be prepaid. Products must be received in its original packaging and in good condition. PictoGraphix will replace product only and is not responsible for consequential costs (freight, labor costs etc.). All claims for products with manufacturing defects must be made within **14 days of receipt** of the delivered goods. Custom-made products and graphics charges are non-refundable.

Disputes over invoices must be submitted in writing within **7 days of receipt**. All products sold remains the property of PictoGraphix, Inc. until full payment of all current and past due invoices is made. Should a creditor sell PictoGraphix, Inc. material to their customers and the creditor is unable to pay their outstanding dues to PictoGraphix, Inc., then the resulting claims belong to PictoGraphix, Inc. The creditor will then be asked to assist Pictographix in obtaining the money from the third party creditor(s). If an account goes into legal suit, suit will be brought against the creditor for any unpaid account balances plus attorney fees and court costs.

LIMITATIONS OF LIABILITY

Finished products supplied by PictoGraphix, Inc. (PG) have a one year **limited warranty** on materials. PG will make every effort to work with the client to supply accurate custom signage and will guarantee the accuracy of such work if production errors or oversights are found to have been caused by its agents or employees. **EvacMap Artwork Revisions:** One revision to EvacMap diagram proofs (Templates) is included in the quoted price. Subsequent revisions to evacuation diagrams following client approval of Template proofs would be charged at \$95/hr.

The customer, retaining the services of PG, is responsible for the delivery and accuracy of all data relating to custom evacuation diagrams. The customer will bear all costs associated with drawing revisions, sign replacements and related shipping arising from the supply of erroneous data. Proof copies of all custom graphics work must be approved by customer prior to final production or shipping of products.

All technical information, recommendations, and other statements provided by PG are based on information and tests which PG believes to be reliable, but the accuracy or completeness of such information is not guaranteed. Except where prohibited by law, PG will not be liable for any loss or damage arising from the PG product, whether direct, indirect, special, incidental, or consequential, regardless of the legal theory asserted, including, but not limited to, contract, warranty, negligence, or strict liability.

Any business done with PictoGraphix Inc. shall be subject to the laws of the province of Quebec, Canada. Working instructions, safety data sheets, recommendations as well as suggestions from PictoGraphix Inc. are provided for our buyers' consideration and investigation. They do not release our customers from determining whether a particular product is suitable for their anticipated needs. Before embarking on EvacMap or photoluminescent path demarcation projects, always contact your fire marshals' office for approval of designs and/or products.