



Phone 1.800.433.2257  
4850 Ward Road, Suite 101  
Wheat Ridge, CO 80033

## Implementix, Inc. Sales Terms and Conditions

### SALES ORDERS

All sales orders are based upon the final output art/files reviewed by Implementix. If additional art setup, design, proofing or prototype services are required, Implementix, Inc. will advise the customer of the cost of such changes through an Order Acknowledgment 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 Implementix, Inc. for any work performed pursuant to the sales order, including materials, labor, overhead and a \$250.00 order cancellation charge. Implementix, Inc., 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.

### PROOFS

For new items, Implementix, Inc. will provide one proof, in electronic format, without charge. Any desired corrections should be marked on the email or proof and returned. All proofs will be marked "O.K." or "O.K. with corrections" and initialed by the person duly authorized to pass on same. If a revised proof is desired, it must be requested when the first proof is returned. The Customer will be financially responsible for all work performed by Implementix, Inc. if either i) the proof has been approved by the Customer; or ii) the Customer requests that Implementix, Inc. proceed with manufacturing without providing a proof.

### PROTOTYPE

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



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## COLOR PROOFING

Because of differences in equipment, materials, inks, and other conditions between color proofing and production press operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery and performance by Implementix, Inc. Implementix, Inc., at its sole discretion, shall have the right to determine what constitutes a reasonable variation in color between color proofs and the completed job.

## INTERMEDIATE MATERIALS

All materials furnished or procured by Implementix, Inc. 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 Implementix, Inc. except on compensation to be determined by Implementix, Inc. or as otherwise agreed upon in writing by an officer of Implementix, Inc.

## CUSTOMER PROPERTY

All Customer property stored with Implementix, Inc. is at Customer's own risk, and Implementix, Inc. 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 Implementix, Inc.'s control. It is understood that the gratuitous storage of Customer's property is solely for the benefit of the Customer.

## CUSTOMER FURNISHED MATERIALS

Stock, artwork, digital files, film, color separations, and other Customer furnished materials shall be manufactured, packed, and delivered in accordance with Implementix, Inc. specifications. Cost incurred due to delays or impaired production caused by specification deficiencies shall be charged to the Customer. Customer acknowledges that Implementix, Inc. is not responsible for any loss in value or damage to any Customer furnished material. Customer warrants to Implementix, Inc. that any information and/or material that Customer furnishes to Implementix, Inc. and which is incorporated into the Sales Orders and that the use of such information does and will not violate or infringe any patent, copyright, trademark, service mark or other proprietary right.



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#### CUSTOMER FURNISHED GRAPHICS FOR INSTALLATION

Decals, numbers and other Customer furnished graphics shall be manufactured, packaged and delivered pursuant to Implementix, Inc. specifications. Additional cost due to delays or impaired installation services caused by graphic material specification deficiencies shall be charged to the Customer. Customer acknowledges that Implementix, Inc. is not responsible for any loss in value or damage to Customer furnished graphics which result from any material specification deficiencies. Customer warrants to Implementix, Inc. that any graphics that Customer furnishes to Implementix, Inc. and which are incorporated in the Sales Order and that the use of such graphics does and will not violate or infringe any patent, copyright, trademark, service mark or other proprietary right.

#### DELIVERY

Unless otherwise specified in the Sales Order, the price quoted in the Sales Order is for a single shipment, without storage, F.O.B., Implementix, Inc. facility. The Sales Order is based on the continuous and uninterrupted delivery of the complete Sales Order, unless the Sales Order expressly states otherwise... Charges related to delivery from Customer to Implementix, Inc. or from Customer's supplier to Implementix, Inc. are not included in any Sales Order unless specified. Special priority pickup of delivery service will be provided at current rates upon Customer's request. Materials delivered from Customer or its suppliers are verified with delivery ticket as to cartons, packages or items shown only. If the accuracy of quantities indicated on such tickets cannot be verified and Implementix, Inc. cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the Customer upon delivery, to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first.

#### PAYMENT TERMS

Subject to credit approval, payment shall be Net (30) days, unless otherwise provided in writing. (1-1 1/2%) per month service charge will be added to all accounts not paid in compliance with Implementix, Inc.'s credit terms. Sales Orders placed without approved credit will require not less than a (75%) deposit, balance due upon completion of Sales Order.



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## RETURNS

Because the graphic products are produced for each Sales Order, Implementix, Inc. 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 graphics are deemed, in Implementix'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. IMPLEMENTIX, INC. SHALL HAVE A LIEN ON ALL CUSTOMER PROPERTY IN IMPLEMENTIX, INC.'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 graphics, type of vehicle or facility, location of vehicles/facility, and condition of surfaces on which graphics are to be applied) supplied by the Customer in connection with all Sales Orders. Customer will be charged for additional work performed by Implementix, Inc., 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 GRAPHICS

Implementix, Inc. agrees to perform graphics removal services consistent with the national standard in the industry. Due to pre-existing conditions beyond our control, Implementix, Inc. cannot be held responsible for damage to Customer's vehicle or facility (e.g. pulled paint, discoloration) caused by inferior paint or body work, vehicles/facilities that have been exposed to harsh weather conditions, or graphics that are difficult to



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remove for any reason. Customer acknowledges that Implementix, Inc. is not responsible for any loss or damage to Customer's vehicle(s) or facility (e.g. pulled paint, discoloration) arising out of any graphics removal services, except for such loss or damage caused by Implementix, Inc.'s intentional conduct of gross negligence.

#### INSTALLATION OF GRAPHICS

Implementix, Inc. agrees to perform graphics installation services including surface preparation, application of graphics and quality control consistent with the national standard in the industry.

#### 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 Implementix, Inc.'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 Implementix, Inc.'s standard hourly rate per man hour for the duration of travel to and from the Customer's site.

For installations performed at an appointed Installation Partner facility by Implementix, Inc., the Customer is responsible for delivery of the vehicle to the appointed facility and availability during the installation to completion of such services so that vehicles can be moved or opened in the event they need to be, to complete the services as defined by Implementix, Inc. Should the Customer representative be unavailable to complete this service as required, the Customer can hire an independent representative under contract at their sole direction for delivery of the vehicle at the Installation Partner facility as assigned, and remain available for access during and until completion of all services as



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scheduled by Implementix, Inc. If the appointment is subsequently cancelled due to the unavailability for the delivery and overseeing of services, the Customer will be charged a rescheduling fee determined at Implementix, Inc.'s sole discretion based on the complexity of the requirements at hand.

#### VEHICLE/FACILITYCONDITION

In order to properly install the graphics, the Customer's vehicle or facility must be in a condition consistent with those described on the "Implementix, Inc. – Pre-Installation Customer Checklist." Vehicles or facilities not meeting the pre-installation checklist requirements will be subject to a condition charge determined at Implementix, Inc. standard hourly rate per man hour.

#### OTHER JOB-RELATED EXPENDITURES

Customer agrees to reimburse Implementix, Inc. 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 Implementix, Inc. 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 Implementix, Inc.

#### INDEMNIFICATION

The Customer shall indemnify and hold harmless Implementix, Inc. 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 Implementix, Inc. 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 Implementix, Inc. 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



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proceeding that may be brought against Implementix, Inc. provided that Implementix, Inc. shall promptly notify the Customer with respect thereto, and provided further that Implementix, Inc. 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 IMPLEMENTIX, INC. OTHER THAN ANY WARRANTIES OR GUARANTEES EXPRESSLY PROVIDED HEREIN.

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

Implementix, Inc. 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 Implementix, Inc. in its industry. This service warranty is void if outside factors, unrelated to the services provided by Implementix, Inc., have caused any damage or deterioration to any goods sold by Implementix, Inc. In the event Implementix, Inc. deems that a failure is the result of its service, Implementix, Inc. 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 Implementix, Inc., Customer's sole remedy is a refund of the monies paid to Implementix, Inc.

### **MODIFICATION/CHOICE OF LAW**

This Sales Terms and Conditions, and any Sales Order ("Agreement") may be modified in whole or in part, or part of 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.



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#### TERMINATION

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

Please contact Implementix at 1.800.433.2257 or at [OrderDesk@implement-ix.com](mailto:OrderDesk@implement-ix.com) for any questions or concerns.