



TERMS AND CONDITIONS

- 1. PRICING.** Blue Ridge Signs, Inc. may invoice for this sale. Blue Ridge Signs, Inc. as used in these Terms and Conditions of Sale, refers equally and/or exclusively to Blue Ridge Signs, Inc. The price of the Sign includes material and labor as hereinafter described only. It does not include any costs related to installation or permit costs, city or state taxes, engineer's fees or any additional charges incurred by landlords or shopping centers unless specifically stated. All orders received by Blue Ridge Signs, Inc. must be accompanied by a fifty percent (50%) down-payment, additional in the case of first time customer. The total balance must be paid prior to the day of shipment or installation unless special arrangements have been made in advance and are specified herein. A delivery charge will be required on all delivered orders. Installation prices quoted are subject to revision where unforeseeable foundation conditions are encountered. Should Purchaser not be ready for delivery when the sign is completed, Blue Ridge Signs, Inc. may require one hundred percent (100%) of the total balance to be paid in full. Blue Ridge Signs, Inc. is not responsible for undelivered merchandise. Under no conditions will any items be held beyond 90 (ninety) days after manufacturing completion, unless stated in this agreement. A late fee of not more than 1.5% (18%APR) will be assessed monthly on all uncollected balance. This is a separated Contract (materials and labor are accounted for separately for sales tax purposes, which MAY save on sales tax.) Our invoices are the controlling part of this contract.
- 2. PERMITS, INSPECTIONS AND FEES.** Blue Ridge Signs, Inc. shall, with Purchaser's assistance, obtain all public permits, license, documentation and inspections required, as of the date of this Sale, for the installation and governmental approval of the Signs, unless otherwise provided herein. Purchaser appoints Blue Ridge Signs, Inc. and its employees as Attorney-in-Fact (Agent) with full power to represent Purchaser in all matters when dealing with municipalities and contractors. Agent is authorized to agree to all terms and conditions as he shall deem proper. Purchaser shall pay, or promptly reimburse Blue Ridge Signs, Inc. for its payment of such cost and fees. Purchaser shall obtain and pay for all private permits and permissions which may be necessary for the installation and use of the Signs. Blue Ridge Signs, Inc. will not assume responsibility for the consent of public authorities, owners, or lessee for the installation of sign. The Purchaser is responsible for payment of any work performed before all permits are secured, in the event a public or private permit is refused. Blue Ridge Signs, Inc. shall not be obligated to commence manufacturing of the Signs until all necessary permits and licenses have been obtained. Purchaser shall obtain and pay for All public and private permits, license, inspection fees, third-party surveys and permissions necessary for Blue Ridge Signs, Inc. removal of the Signs upon the termination or cancellation of this Sale for any reason.
- 3. PERFORMANCE.** Upon acceptance of this sale by Blue Ridge Signs, Inc. shall diligently begin performance hereunder, but Blue Ridge Signs, Inc. performance hereunder shall always be subject to any delays resulting from fire, war, earthquake, tornado, flood, strikes, labor disturbance or dispute, breakage, unforeseen commercial delays, acts of God, or circumstances beyond the control of Blue Ridge Signs, Inc., or negligence or deliberate act of Purchaser, its agents, contractors, third parties.
- 4. INSTALLATION WORK.** The Purchaser is responsible for all electrical connections to all signs unless specifically included herein. The Purchaser is responsible for providing all pitch-pans and steel necessary to attach sign. The purchaser is responsible for additional charges incurred due to unforeseen conditions including those encountered in digging or drilling. Any included electrical hook-up assumes adequate and easily accessible existing power. Blue Ridge Signs, Inc. is not responsible for roof penetrations.
- 5. WARRANTIES.** If any part of a properly powered electric sign fails in the first year of service, Blue Ridge Signs, Inc. will provide parts and service at no charge. Other new signage both manufactured and installed by Blue Ridge Signs, Inc. carries a 90 day workmanship warranty, effective from our installation date. There is no warranty if the electrical system supplying power to an illuminated sign does not meet the requirements of the current National Electrical Code. These warranties become void immediately should the Purchaser not adhere to conditions of this Sale, including complete including payment within 30 days of installation. Blue Ridge Signs, Inc. is not responsible or liable in any way for breakage or damage to sign after installation has been completed. Blue Ridge Signs, Inc. warranty will become void should anyone other than a Blue Ridge Signs, Inc. employee perform any work. The parties understand and agree that THE EXPRESS WARRANTIES HERIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON BLUE RIDGE SIGNS, INC. SKILL OR JUDGEMENT TO SELECT, FURNISH, INSTALL OR MAINTAIN SIGNS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS SALE.