



Terms and Conditions of Sale for LSI Graphic Solutions

1. This quotation is based on the copy, artwork and specifications previously presented. Any changes to such copy, artwork or specifications subsequent to the date of this quotation may necessitate an amendment to the prices presented.
2. Prices are valid for 30 days from the date of the quotation unless otherwise stated.
3. F.O.B Definitions
 - A. Freight is F.O.B. shipping point. Shipping and handling charges are additional and will be added to the invoice. LSI Graphic Solutions reserves the right to invoice separately for freight or other applicable delivery charges.
 - B. Pricing is F.O.B. shipping point. Pricing does not include State and local taxes, duties, shipping or handling charges.
 - C. Transfer of Title is F.O.B. shipping point. Title to all or any portion of the Goods and any tangible results of Services shall pass to Purchaser upon the Tender of Goods to the applicable transportation provider for delivery, or incorporation of Goods into Purchaser's facility or designated site, if Installation Services are provided by LSI Graphic Solutions. Transfer of title shall not preclude the Purchaser's (or the Designated Parties') right to reject defective Goods or Services.
 - D. Notwithstanding any transfer of title, care, custody and control of such Goods remains with LSI Graphic Solutions until transferred to Purchaser.
 - E. The before mentioned, transfer of title definitions, shall be with prejudice to any other document unless expressly agreed to in writing.
4. All shipments must have quantities verified within one week of receipt and any shortages or damages reported to LSI Graphic Solutions.
5. LSI Graphic Solutions will package all goods in a manner consistent with industry standard. The cost of special handling or shipping requests will be added to the buyer's invoice.

6. Any cancellation of an order must be in writing to LSI Graphic Solutions with terms that include compensation to LSI Graphic Solutions for the purchase of all finished goods at quoted prices in addition to all work-in-process and raw material costs incurred, until the date LSI Graphic Solutions receives written notice of cancellation.

7. All orders must be in writing with a valid Bill-To and Ship-To address.

8. LSI Graphic Solutions cannot be held responsible for shipment delays outside of its control including, but not limited to, labor strikes, mechanical failures, natural disasters or acts of God; nor will LSI Graphic Solutions assume financial responsibility for damage or delay to shipments incurred as a consequent of any such acts.

9. All art files, film negatives, positives, screens and tooling will remain LSI Graphic Solutions exclusive property unless separately quoted.

10. LSI Graphic Solutions assumes no responsibility for material provided by Buyer nor any defects of any nature caused or related to customer-supplied material.

11. For all screen printed items, a variation of 10% under or over the specified quantity is considered a complete order, and such variances will be excluded or included, on the invoice, at the quoted price.

12. Regarding claims or warranty on material, LSI Graphic Solutions and material manufacturer's obligation shall only be to replace such quantity of the product found to be defective within one year from date of shipment unless otherwise specified. No charges for rental of equipment, travel time, downtime or labor will be accepted. Neither LSI Graphic Solutions nor material manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the use of, or inability to use the product. Prior to utilization, user shall determine suitability of the product for their intended use and user shall assume all risk and liability. For freight damage claims, buyer must retain original packaging and / or goods for carrier inspection.

13. Regarding claims or warranty on installation, LSI Graphic Solutions and chosen subcontractor's obligation shall only be to replace and/or repair such quantity of the product found defective due to improper installation, within one year from the date of installation. Lamps and ballast warranties are defined under #19 of this document.

14. LSI Graphic Solutions must be contacted before any goods are returned, at which time a return material authorization (RMA) number will be assigned. The customer is responsible for the returned freight. Products returned without an approved RMA label will be refused. Products cannot be returned after 30 days from receipt of goods. LSI Graphic Solutions reserves the right to inspect

and verify product defect. Credit for return will only be issued after product has passed incoming inspection. There may be a charge, of up to 35 percent of the product value, for handling, unpacking, and inspection. This will be deducted from the returned credit memo. If product is not received in sellable condition, then no credit will be given.

15. Cancellation or suspension of orders will be accepted by LSI Graphic Solutions only upon terms that will indemnify LSI Graphic Solutions for liabilities and expenses incurred and for commitments made by LSI Graphic Solutions and which provide for profit on work-in-process and for the contract value of goods completed and ready for shipment.

16. Payment terms are NET 30 days (with approved credit) from date of invoice.

17. State and local taxes, if applicable, will be added to the invoice unless legal proof of exemption is provided. LSI Graphic Solutions reserves the right to invoice separately for the taxes should it be necessary to make payment where they were not included at the time of original invoicing.

18. Purchaser and LSI Graphic Solutions agree to retain in confidence all information related to the sale and service of product.

19. Ballasts, drivers and power supplies are covered by the manufacturer's warranty, effective from date of shipment. Units which fail within the manufacturer's warranty period will be exchanged by the local manufacturer's authorized distributor or by LSI Graphic Solutions, acting as their agent. Neither the manufacturer, his agents, nor LSI Graphic Solutions will honor a cash reimbursement claim to cover material charges for replacements. No charges for rental of equipment, travel time or labor will be accepted. Lamps (components that are not manufactured by LSI Graphic Solutions) are specifically excluded from the LSI Graphic Solutions warranty. No claims for replacement of defective lamps or labor associated with such replacement will be accepted.