

Signs Now Terms and Conditions of Sale

These terms and conditions apply to all orders placed with Signs Now South Elgin (referred to in this Agreement as “Signs Now”, “our”, “we” or “us”). The customer is referred to as “customer”, “you”, or “your”. By placing your order with us, you agree to these terms and conditions, and our acceptance of your order is conditioned on your acceptance of these terms. Any modifications, additions or deletions of any kind are objected to and rejected unless specifically agreed to in writing by an authorized representative of Signs Now. Any terms on any of customer’s forms, or included in any customer order, that purport to modify or reject any of these terms and conditions are rejected and shall have no effect unless that term is specifically agreed to in writing by an authorized representative of Signs Now. These terms and conditions are a binding Agreement.

1. Work Orders and Specifications. All work will be performed in accordance with the Statement of Work (“SOW”) created with respect to that particular project. The SOW will contain all applicable agreed requirements, specifications, agreed time schedules and project pricing. Neither party has responsibility for any project unless the project has been recorded on an SOW signed or initialed by both parties. The customer is responsible for verifying that the SOW accurately reflects the customer’s requirements prior to signature. Additional work or costs created by changes made by customer after signature of the SOW may result in increased prices and changes to the delivery schedule.

2. Quotations and Estimates. Quotations are based on current costs of materials and services and are subject to amendment to meet any increase in costs between the date of quotation and the date of execution of the SOW if the SOW is not executed within 30 days after the date of the quotation. When quotations are based on specifications, roughs, layouts, samples, dummies or printed, typewritten or other copy provided by the client, any extra work or cost caused by any variation by the customer of their original instructions or specifications may result in an increase in quoted prices or changes to the delivery schedule.

3. Customer Submissions, Order Processing, Delivery and Delay. Order processing will begin when payment is processed and/or when written confirmation of order is sent to customer; and, if customer is responsible for supplying art or other materials, when complete, camera ready or press-ready files are received. All delivery schedules are measured from the date that order processing begins. Delay by the customer in supplying ready materials or approving proofs will result in delayed delivery times. All delivery dates are approximate. Signs Now will use every reasonable effort to meet delivery dates, but is not responsible for delays in delivery.

4. Proofs. Proofs of work will be submitted for the customer's approval prior to printing. Signs Now is not responsible for any errors not corrected by the customer on proofs. If customer waives its right to proof materials, customer also waives its right to object to errors which could have been remedied by review of proofs.

5. Third Party Work. Where the performance of any project requires Signs Now to obtain goods or services from a third party, the contract between us and the customer shall incorporate, and shall be subject to, the conditions of supply of such goods and services and the customer shall bear the full cost of such goods or services.

6. Special Purchases. Dies, knives, artwork, engravings or other special materials purchased specifically for the execution of the customer's order at customer’s request shall be chargeable to the customer, but remain the property of Signs Now unless otherwise specified on the applicable SOW.

7. Quantities. Signs Now makes every effort to deliver work in the precise quantity ordered, but the customer agrees that delivery of quantities within 10 percent over or under the quantity specified is complete performance of this Agreement. Customer will be charged for the actual quantity of copies delivered.

8. Claims. All claims concerning the quality or quantity of any work shall be made in writing within 14 days of receipt by the customer of the finished work. In the absence of a claim, the work shall be deemed to have been received, checked and accepted by customer as fully complying with the SOW.

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9. Payment. Payment must be received before an order is processed unless express written acknowledgement of order acceptance is made.

10. File Errors. Signs Now will contact the customer when errors are detected in materials supplied by customer. The customer will be alerted to the issue and given the following choices: a. Resubmit a corrected file (this will be treated as a new order for purposes of determining delivery dates and may result in increased costs and prices). b. Request an estimate for Signs Now to correct the files. This action may result in additional costs and fees.

11. Cancellations. Partial refunds are available on orders that have begun processing but have not gone to press. A refund will be given for the portion of work that has not yet been completed. A \$50 processing fee will be charged in such cases. For orders already on the press, no refunds will be given. To cancel an order, call us at 847-488-0650. You will need to provide your order number.

12. Force Majeure. Contracts and deliveries may be suspended or delayed in the event of any strike, lockout, trade dispute, fire, storms, riot, theft, crime, civic disturbance, war, legislation, force majeure, the inability of the Signs Now to procure materials or necessary facilities, failure by third parties to perform their agreements or obligations, or any other occurrence beyond our control preventing or delaying performance of the contract or delivery of work. Signs Now shall not be responsible for any non-performance or delay in performance caused by any such event.

13. Lien. Signs Now shall have a general lien on all goods and property of the customer in our possession and shall be entitled to retain all such property, including any work produced by Signs Now, until customer pays in full. If customer has not paid in full at the end of 14 days after notice to customer of the unpaid balance, the property will be deemed to be abandoned and Signs Now may dispose of such goods or property as we think fit and apply the proceeds towards satisfaction of such debts. Customer waives any and all rights to claim against Signs Now for misuse, misapplication or destruction of any such materials or work.

14. Set Ups. At Signs Now's discretion, all plates, type, cutting forms and other printing materials and set ups used in the production of a project may be dismantled, broken up and/or destroyed immediately on completion of work unless we are specifically requested in writing to keep the set up ready or to maintain a file of such materials. All materials remaining set up or stored at Signs Now shall remain the property of Signs Now. Storing set-ups or materials pursuant to such a request may result in additional charges for storage, maintenance and any other necessary attention. Delays and re-works created by dismantling or destroying such materials are the responsibility of customer, unless Signs Now work fails to conform to its warranty.

15. Customer's Property and Material Supplied By Customer. Customer's property and all property and material supplied to the Signs Now by or on behalf of the customer (including goods in transit) are held at the customer's risk. Signs Now has no liability whatsoever, and Customer waives all claims, for loss of, or damage to, such property or material. When the customer supplies materials, you shall supply an adequate quantity to provide for in-production run up and spoilage. The SOW will specify the quantity to be provided. Customer may be required to supplement supplied materials at its own expense if necessary to complete the work.

16. Limited Warranty. Signs Now warrants that its work will be completed in accordance with the applicable SOW and in accordance with professional standards of performance of similarly situated sign makers and printers in the community. Signs Now will re-perform any of its work that does not meet the agreed requirements of any SOW without additional charge to customer. If Signs Now is unable to conform to the SOW, Signs Now will refund that portion of the purchase price that relates to the non-conforming work. NOTWITHSTANDING THE FOREGOING, SIGNS NOW DOES NOT WARRANT ANY MATERIALS AND IS NOT RESPONSIBLE FOR DEFECTS IN MATERIALS. Signs Now hereby assigns any warranties of third parties used in the performance of a project and any manufacturer's warranties it may have to customer and will assist customer to pursue claims for defects in materials and the work of third parties, but is not responsible for any third party or manufacturer's compliance with its warranty. THESE WARRANTIES AND REMEDIES ARE EXCLUSIVE OF ALL OTHERS, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE EXPRESSLY

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EXCLUDED. You may have other rights conferred by law. Nothing in this Agreement shall be construed to require you to waive any rights which, by law, cannot be waived.

17. Limitation of Liability. Neither party shall be liable to the other for lost time, lost profits or lost opportunity; or for consequential, special, indirect or punitive damages of any kind, regardless of the form or basis of the claim. In no event shall Signs Now's liability for any loss or claim, regardless of the cause of such loss or claim, including the fault or negligence of Signs Now, exceed the price received by Signs Now for the affected project.

18. Complete Agreement, Waiver and Modification. This Agreement and any SOW completed pursuant to this Agreement, constitute the entire agreement of the parties and supersede any prior discussions, negotiations, memorandums or agreements. Notwithstanding that Signs Now may agree with respect to any specific project, either expressly or by implication, to waive one or more of these terms and conditions, such waiver shall not release the customer from any other terms, conditions, obligations or requirements of this Agreement. Waiver on one occasion shall not create or constitute a waiver of any other right or any other occasion. This Agreement shall not be modified by course of dealing or course of performance. This Agreement may only be modified by a written amendment signed by both parties.