

TERMS OF SALE

1. ACCEPTANCE: This document (this "Agreement") constitutes an offer by Seller to sell the goods described herein (the "Goods") to Buyer. The offer may be accepted only on the terms and conditions stated in this Agreement. The terms and conditions of this Agreement shall apply to and govern the sale of the Goods from Seller to Purchaser. Any additional or different terms and conditions proposed by Purchaser (whether written or oral) are hereby objected to and rejected and, as such, are of no force and effect.

2. PRICES: Prices for the Goods shall be those set forth in Seller's price lists or in written quotations in effect at the time of shipment. Prices are subject to change without notice. Written quotations shall expire within sixty (60) days from the date of their issuance unless terminated earlier by Seller upon notice to Purchaser. Prices do not include any taxes imposed by any governmental authority whatsoever, which taxes shall be paid by Purchaser.

3. TAXES: The amount of all present and future sales, revenue, excise, or other taxes applicable to the Goods shall be added to the purchase price and shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Notwithstanding the above, if Seller is required to pay such taxes, Purchaser shall reimburse Seller for such amounts.

4. ADDITIONAL COSTS/EXPENSES: Purchaser shall pay all added costs and expenses incurred by Seller as a result of delays in receiving receipt of details, specifications, and other pertinent information from Purchaser or because of changes requested by Purchaser.

5. PAYMENT: Purchaser shall pay to Seller the full purchase price of the Goods within the terms noted on the invoice document, as evidenced by Seller's invoice to Purchaser. All invoices paid after the due date will be assessed a late payment fee of two (2) percent per month. Notwithstanding the due date above, Seller reserves the right to require Purchaser, prior to shipment, to pay the purchase price in full or make other adequate assurances of payment satisfactory to Seller when, in Seller's sole opinion, Purchaser's financial condition or other grounds warrant such action. Purchaser hereby agrees to pay all of Seller's costs of collecting any amounts not paid when due, including without limitation reasonable attorney fees.

6. DELIVERY: Seller will use reasonable diligence to meet scheduled shipment dates and times. Such dates and times are the best possible estimates, and not guarantees, of when the Goods will actually be shipped. In no event shall Seller be liable for any losses or damages of any kind due to delays in shipment, nor may Purchaser cancel its contract because of any such delay.

7. CANCELLATION: Cancellations of orders, once placed, are not permitted.

8. RETURN OF GOODS: The Goods are not returnable or exchangeable.

9. FORCE MAJEURE: Seller shall not be liable for any delay in shipment, failure to deliver, or any other nonperformance of the Agreement directly or indirectly resulting from or contributed to by any cause or circumstance beyond Seller's control, including, without limitation, force majeure, accident to Seller's plant or equipment, riots, wars or national emergencies, labor disputes of every kind however caused, embargoes, non-delivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, governmental restrictions, prohibitions, or diversions. In such event, Seller's time for performance under this Agreement shall be extended for a period of time not less than the period of such delay, or at Seller's option, Seller may rescind this Agreement upon ten (10) days' written notice to Purchaser. Furthermore, Seller may allocate its production and deliveries among its customers.

10. UNAVAILABILITY OF PARTS/MATERIALS: Seller shall not be liable for any loss or damage caused by the unavailability of parts or materials.

11. CONNECTION: Buyer and original end user shall be responsible for providing an internet connection (DHCP with the ability to connect to Cirrus servers) to the screen at the time of installation and on an ongoing basis for full display functionality, service, and warranty. Maintenance of this connection and associated costs are solely the responsibility of the buyer.

12. THIRD PARTY SOFTWARE: Cirrus displays may only be operated with LED Cloud or other Cirrus distributed softwares. Use of any additional software not licensed by Cirrus will void the warranty.

13. IMAGES: Buyer agrees that Cirrus may use any photographs or images of the system for any purpose at any time and without consent from buyer.

14. USE OF SYSTEM: Buyer and original end user hold Cirrus harmless and indemnified, including Cirrus' attorney fees, for any claims by third parties for violations or fines resulting from the use of systems. This includes but is not limited to copyright infringement, violating sign ordinances and laws, failure to attain a permit, or mismanagement of brightness controls.

15. SHIPPING: Cirrus retains title and risk until system is received by buyer or original end user. Upon accepting shipment title and risk shall be transferred to receiving party. Any damage during unloading shall be the sole responsibility of buyer. Buyer shall have the responsibility to inspect system upon arrival for any damage or loss during shipping and to note this damage on the shipping delivery receipt. A copy must be provided to Cirrus within ten (10) working days. All concealed damage shall be reported within ten (10) working days of delivery to Cirrus. If no notification is made, and apparent damage was not notated on the shipping delivery receipt, Cirrus shall not be liable for damage during shipping.

16. LIMITATIONS: Buyer's exclusive recourse for Cirrus' breach of this agreement as to any harm hereof, and Cirrus' only liability for any such breach shall be replacement or repair of the system. In no circumstance or event shall Cirrus be responsible for damage, injury, or loss of any kind associated with this transaction in excess of the system price.

17. ELECTRICAL SURGE: Surge protection is built into every Cirrus system. This protection however, can only protect the system to a certain degree. Surges in excess of these thresholds can damage components and destroy the system. Damage of this kind is not covered by the Cirrus warranty.

18. EXCLUSIONS: Warranty does not apply if the system or software systems are damaged due to improper or unreasonable use, modification, service, or installation at the discretion of Cirrus Systems. If parts are found to, through reverse engineering, have been subject to these exclusions, the warranty will no longer apply.

19. MISCELLANEOUS:

These terms of sale shall be governed by the laws of the State of California. Any litigation shall be exclusively in Alameda County, California.

To order this configuration and any required options, please sign and return to Cirrus Systems, Inc. or your authorized distributor.

Buyer acknowledges that having read and reviewed the TERMS OF SALE and seller's limited warranty. A copy has been provided with this quotation in addition to the terms posted at www.cirrusled.com. This offer is limited to the acceptance by the buyer of all terms listed in the TERMS OF SALE.

ACH Payment * Signature Date Purchase Order #

*By checking this box, you have authorized Cirrus Systems, Inc. to process ACH payment for the total amount shown on this document with the bank info you have provided.