



**ADDITIONAL TERMS AND CONDITIONS OF SALES PROPOSAL
AND CONDITIONAL SALES AGREEMENT
For Automotive Media, LLC, DBA i.M. Branded, DBA Innovative Media**

General Working Agreement: This document defines the terms and conditions of a working relationship. All projects or services that Seller may be contracted to produce or provide for Buyer will be subject to the following:

Acceptance: Acceptance of the proposal is upon receipt by Seller of duplicate of this Agreement which has been dated and executed by or on behalf of the Buyer. The date of this Agreement is the date of the Buyer's signed acceptance. This Quotation will be deemed accepted when i.M. Branded receives the Required Deposit (see "Payment Terms" below) together with either (1) a copy of the Quotation with the signature of Buyer's duly authorized representative in the space provided below or (2) Buyer's purchase order that (a) clearly identifies, and incorporates by reference, this Quotation, including these Terms and Conditions, in its entirety and (b) has a copy of this Quotation attached. In case of a conflict between the foregoing Terms and Conditions and anything stated in Customer's purchase order, the foregoing Terms and Conditions shall govern. Review and approval of conflicting terms may delay the start of production. Changes made to the original agreed Quotation, shop drawings, mechanicals or color proofs will result in additional charges. (Also see Revisions, Alterations and Changes in Specifications section.)

Cancellation: Cancellations received will be reviewed on a case by case basis at the Seller's sole discretion. The Buyer will be responsible for any outstanding monies for all items that have been approved for production. If cancellation is received prior to scheduled installation date, Seller will only hold Buyer responsible for product amount and any expenses related to installation that incurred prior to notice of cancellation. An installation cancellation fee may also apply.

Prices and Payment:

- A. Prices contained in individual written quotations or proposals are firm only for a period of thirty (30) days from the date of the quotation after which Buyer should inquire of Seller as to their validity and request a written confirmation and/or revision. Millwork pricing estimates are based on overview drawings and will change when a completed construction set is made available. Estimated shipping, handling and applicable taxes are subject to change. If prices quoted do not include shipping and handling, applicable sales, use or excise taxes, these additional charges will be added to the invoice at the time of billing. All prices are in United States dollars. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt all invoices rendered by Seller for any such items Seller may pay and for the Goods.
- B. This Agreement is for a shipment contract and the Goods shall be delivered F.O.B. Seller's dock. Whether or not Seller prepays shipping charges, risk of loss passes to Buyer upon tender of the Goods to a carrier. Seller's breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary.
- C. All amounts not paid to Seller when due shall incur a delinquency charge of One and one-half percent (1.50%) per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. Seller shall be awarded reasonable attorney fees in its enforcement of the Agreement.
- D. All amounts due on installation or other event which requires the action or cooperation of Buyer which, if Buyer fails to supply timely, shall become due upon such failure.

Taxes: All applicable sales and use taxes, goods and services taxes, value-added taxes ("VAT"), transfer taxes, duties, fees, registration charges, or other like charges ("Taxes") are the sole responsibility of the Buyer. In the event i.M. Branded, as the Seller, is required to remit the Taxes, Buyer agrees to fully reimburse Seller for all the Taxes or agrees to provide written proof of direct payment by Buyer to applicable taxing authority. If this purchase is for resale, Buyer agrees to include a resale certificate with the signed acceptance. If this purchase is by a tax-exempt entity, Buyer agrees to include a tax-exempt certificate with the signed acceptance.

Shipping and Delivery: Finished goods will be shipped in accordance with a shipping schedule submitted by Buyer and agreed to by Seller, but subject to timely receipt of all materials purchased for, or provided by, Buyer for the project described in the Quotation. Buyer acknowledges that Seller will not order any materials for the project without Buyer written authorization to proceed. Adequate facilities for offloading, staging, moving and handling of merchandise shall be provided. Delivery and installation will be made during normal working hours (8:00 a.m. – 4:00 p.m., Monday - Friday) unless otherwise stated. Additional labor costs resulting from overtime work performed at the Buyer's request will be passed on to the customer. Merchandise delivered and brought onto the job site by Seller, or it's shipper, as scheduled shall be inspected and fully accepted at the time of delivery by the Buyer, subject only to any final installation thereof to be performed by the Seller. Failure to report any shortages, damages or errors in writing at the time of delivery, will constitute Buyer's full acceptance of the merchandise. To the extent Seller sends materials for a project directly to the Buyer which needs installation by the Seller, the Seller will be responsible for resolving any damage or shipping issues directly with the shipper.

Inspection: For orders that are shipped directly to Buyer and which do not require installation by Seller, Buyer agrees to promptly inspect each order received from Seller. Buyer shall be deemed to have accepted an order within three (3) days following receipt unless it has previously notified Seller in writing of any claim. Buyer shall afford Seller prompt and reasonable opportunity to inspect all materials as to which and claim is made. All claims for damage in transit shall be submitted directly to the carrier.



Union Installation: Installation fees are based on non-union labor, unless the Seller is previously notified, in writing, by Buyer that union labor is required. If union labor is required, Seller will supply the estimated hours required to complete the project. Final invoice will reflect actual hours used to complete and may exceed original estimated hours.

Installation: All Goods shall be assembled and installed at the expense of Buyer. Installation charges included in the Quotation are Seller's best estimate and include transportation and other variable travel-related expenses, including per diem expenses, for Seller's personnel, all of which are subject to change. Buyer agrees to pay the final cost of installation, which will reflect the actual installation-related expenses incurred by Seller, including any additional charges that result from delays in starting or completing installation due to circumstances out of Seller's control. Installation will be made during normal working hours (8:00 a.m. – 4:00 p.m., Monday - Friday) unless otherwise stated. Additional labor costs resulting from overtime work performed at the Buyer's request will be passed on to the customer. Buyer shall have competent supervisory, maintenance and operating personnel present when Seller's personnel are performing such installation services.

All areas must be accessible for installation by the installation team and by any required equipment needed for the installation. Any surface where graphics and or millwork are to be applied must be clean, free of debris and at room temperature, unless proposed products specify otherwise. Additional installation product specifications may be necessary and will be provided to the Buyer for approval.

Graphics and or Millwork shown in elevations, on the computer, shop drawing, renderings, or by any other means are representational of the actual installed graphic(s). There may be slight variances in the exact color and location of the installed graphic(s) and millwork.

Exclusions: Seller is not responsible for electrical, power, data, and or plumbing connections; they are to be supplied and installed by others.

Millwork Warranty: Seller guarantees its product to be of good quality and free of manufactures defects from the date of installation by our trained installers for a period of three (3) years (except as may otherwise be provided in the Quotation). During the warranty period Seller will, at its own discretion, repair or replace any product or part that is determined to be defective. This warranty covers issues due to normal use. The warranty does not cover any defect resulting from misuse, abuse, and damage by others, water damage or other environmental conditions that may affect the product if used for something other than the intended design. Seller does not warranty or replace electronics and or glass components that break after installation. Any damage resulting from movement of the installed millwork furniture could void the warranty and the repair or replacement cost will be the Buyer's responsibility.

Graphic Warranty: Seller guarantees its product to be of good quality and free of manufacturer's defects and guarantees it's workmanship for a period of one year from the date of installation by our trained installers. The material warranty is specified by the manufacturer's product warranty and does not cover any defect resulting from misuse, abuse, and damage by others, UV fading, water damage or other environmental conditions that may affect the product if used for something other than the intended design and void manufacturer's product warranty. During the warranty period Seller will, at its own discretion, repair or replace any product or part that is determined to be defective. This warranty covers issues due to normal use and does not apply to damage caused by natural disasters.

Disclaimer and Limitation of Express Warranties: There are no express warranties other than those contained in the Agreement and they are not assignable. Any representations as to performance and other matters, except as contained in the Agreement, were for illustrative purposes only and do not constitute a warranty. Whether or not the Goods are to be used exclusively by Buyer, there shall be no third-party beneficiaries to the express warranties contained herein. Seller does not warrant any portion of the Goods not manufactured by or not furnished by Seller (whether or not specified by Buyer), but Seller shall assign to Buyer upon request all assignable warranties of Seller's suppliers related to such Goods. All descriptions, shipping specifications and illustrations of the Goods and their quality, compatibility with other systems and capabilities in catalogues, brochures and price lists or as otherwise provided by Seller, are intended for general guidance only and Seller is not responsible for any errors or omissions therein or for any loss or damage resulting from reliance on them. Seller does not warrant that it or the Goods are in compliance with any entity, organization or industry standards, guidelines, or procedures unless specifically contained in the Agreement.

Disclaimer of Implied Warranties: SELLER DISCLAIMS ALL IMPLIED WARRANTIES (OTHER THAN GOOD TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. Buyer affirms that it has not relied upon Seller's skill or judgment to select or furnish Goods for any particular purpose. Seller does not warrant the Goods will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction, beyond the specific express warranties contained in this Agreement.

Revisions, Alterations and Changes in Specifications: New work or revised work requested by Buyer and performed by Seller after a proposal/estimate Quotation has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a proposal revision to you, and a revised additional fee must be agreed to by both parties before further work proceeds. Any revisions or alterations requested after layouts are approved will result in additional fees and be billed at standard hourly rates. No change in quantities or specifications that occurs before this quotation is accepted by Buyer will be valid unless it is approved in writing by Buyer and Seller at or before Buyer acceptance of the Quotation and will be documented by written change order accepted in writing by Seller. All graphic and millwork products are custom made to order and cannot be returned.

Nature of Copy: Buyer agrees to exercise due diligence in its direction to us regarding preparation of materials and must be able to substantiate all claims and representations. Buyer is responsible for all trademarks, service mark, copyright and patent infringement clearances. Buyer is also responsible for arranging, prior to production, any necessary legal clearance of materials we prepare.



Errors and Omissions: It is the Buyer's responsibility to check proofs and quantities carefully for accuracy in all respects, ranging from spelling to technical illustrations. Seller is not liable for errors or omissions. Buyer's signature or that of your authorized representative is required on all mechanicals, shop drawings, color proofs (if applicable) or artwork prior to release for production or other implementation.

OEM Approval: Buyer and/or their appointed agent assumes responsibility that all deviation requests and appropriate corporate approvals have been obtained prior to production. Any changes after production will result in possible change fees which will be applied to the final invoice.

Rights-Managed (RM) Images: Rights-managed images are licensed with restrictions on usage and duration of use. All Rights-managed images have been licensed for ten (10) years from the date of installation. After ten (10) years all Rights-managed images must be removed by the Buyer. Seller takes no responsibility of any Rights-managed images after the ten (10) year period has expired.

Royalty-Free (RF) Images: Royalty-free images may be used multiple times for multiple projects without incurring additional fees. There is no time restriction associated with Royalty-free images.

Client Supplied Images: You agree that You are solely responsible for the origination, accuracy, completeness, ownership, publication and dissemination of, and that You, and not iMBranded, are entirely responsible for photos or images you provide to iMBranded, obtaining and maintaining all rights, licenses, permissions, releases, approvals, clearances, credit, or attribution information relating to all such images and paying any applicable royalties or fees in connection therewith.

Exterior Installations: Weather is a critical factor in the installation of exterior graphics. Inclement weather can cause delays to the installation schedule. Surface temperatures must meet manufacturers product specifications to warranty the product. Buyer assumes responsibility of costs associated with material and installation not meeting these criteria. Seller will not be held liable for any costs or defects that could result in voiding manufacturer's warranty.

Production Schedules: Production schedules will be established and adhered to by both Buyer and the Seller, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the Buyer or the Seller. Where production schedules are not adhered to by the Buyer, final delivery date or dates will be adjusted accordingly.

Delays and/or Storage: Prices quoted are based on delivery and invoicing of merchandise as available in whole or in part on or after scheduled delivery date. Should Buyer be unable to receive merchandise as agreed, merchandise available for delivery will be invoiced. Should merchandise require storage while awaiting delivery, all charges for storage including labor will be passed on to the Buyer.

Third Party Supplied Buyout Furniture and Fixtures Direct Ship: If for any reason the Buyer is unable to accept the merchandise as of the manufacturer's acknowledged shipping date, the Buyer will pay for storage and handling. Fee for storage and handling is dependent on the supplying manufacturer and will be added to the final invoice.

Refuse Disposal: Seller is not responsible for supplying and or maintaining facilities and devices required for the disposal of construction debris. The site will be responsible for supplying disposal receptacles for any refuse resulting from unpackaging supplied goods. If the site is not able to provide the means for disposal, they must make Seller aware at the time of estimating. Additional costs may be added to the final invoice to cover any costs incurred for contracting outside services needed to dispose of refuse.

General Liability: No liability shall accrue against the Seller because of any breach of these terms and conditions resulting from any work stoppage, act of God, unauthorized delays by the manufacturer, or other delay beyond Seller's control. Seller accepts no responsibility for zoning/code ordinances with respect to interior or exterior graphics installed.

Millwork Program Payment Terms: A deposit of up to Fifty percent (50%) of the total price is required with all orders unless other terms have previously been established in writing. Additional Forty percent (40%) on balance due at the time of acceptance of the installation schedule and/or prior to product shipping. Balance due upon completion of installation. Terms of sale are payment in full or net total price ten (10) days from date of invoice. A delinquency charge of One and one-half percent (1.50%) assessed monthly against any amounts not paid within these terms will be added to such amounts. Assuming timely notice of shortages, damages or errors as provided under "Delivery and Installation", above, payment may be withheld for merchandise invoiced but not received or received in unacceptable condition until Seller remedies the situation. Payment may not otherwise be withheld.

Graphics Only Payment Terms: A deposit of up to Seventy-five percent (75%) of the total price is required with all orders unless other terms have previously been established in writing. Terms of sale are payment in full or net total price ten (10) days from date of invoice. A delinquency charge of One and one-half percent (1.50%) assessed monthly against any amounts not paid within these terms will be added to such amounts. Assuming timely notice of shortages, damages or errors as provided under "Delivery and Installation", above, payment may be withheld for merchandise invoiced but not received or received in unacceptable condition until Seller remedies the situation. Payment may not otherwise be withheld.

Indemnification: Buyer shall indemnify Seller from any and all third party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise arising out of the use, storage, sale, processing or other disposition of the Goods, supplies or materials used in connection with the Goods, or parts manufactured



with the Goods, if the action or inaction of Buyer or its employees, customers or agents, or Buyer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against Seller.

Consequential, Incidental, and Other Damages: BUYER AND THIRD PARTIES SHALL NOT BE ENTITLED TO ANY RECOVERY FOR LOST REVENUE, LOST PROFITS, INCREASED PRODUCTION EXPENSES, SCRAP, PRODUCTION DELAY NOR ANY OTHER CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, AS DEFINED IN THE UCC OR OTHERWISE, arising from the order, the breach of any warranties, the failure to deliver, delay in delivery, delay on nonconforming condition, or for any other breach of contract or duty between Seller and Buyer. Buyer's exclusive remedy and Seller's exclusive liability for any and all claims as to products delivered, whether or not such liability arises in equity, at common law, by statute (including but not limited to the Michigan deceptive trade practices act or similar statute of other jurisdiction), or under the law of contracts, torts (including without limitation, negligence and strict liability without regard to fault), or property, shall be limited, at Seller's option, to the repayment of the price for the product with respect to which such claim is made plus transportation costs, if any, paid by buyer for such product, or the replacement of such product at Buyer's designation.

Security Interest, Power of Attorney: In addition to any security interest granted by the UCC, Buyer hereby grants a security interest to Seller in all Goods and documents related thereto and proceeds and products therefrom to secure all obligations of Buyer to Seller, whether or not arising under the Agreement. Buyer shall sign other documents for evidencing the security interest. Buyer grants Seller an irrevocable power of attorney to sign Buyer's name to a financing statement if necessary or convenient to perfect Seller's security interest. In case of a default by Buyer, Seller may peaceably enter the premises of Buyer and others to repossess and render inoperable all Goods in which it has a security interest. Seller may install and activate procedures or devices to make the Goods or Software non-operative upon Buyer's default.

Liability or Responsibility: Seller assumes no liability or responsibility for any acts, misuse of product, advertising, and violations of any local, state or federal regulations or laws violated by the Buyer. Buyer assumes all responsibility for his/her acts and is responsible for researching local, state or federal regulations relating to the sale or use of Seller's products.

Applicable Law and Jurisdiction: These General Terms and Conditions of Sale apply to all proposals and quotations submitted by Seller, to all purchase orders received by Seller, and to all sales of goods and services sold by Seller, except as otherwise specifically provided in a document signed by Seller. All sales by Seller consist only of these terms and conditions and those in other documents which are referred to herein or are attached hereto or in a document subsequently signed by Seller and referencing this transaction (all of which constitute the "Agreement"). The Agreement shall be governed, construed and enforced under the law of the State of Michigan including the Uniform Commercial Code in force on the initial date of the Agreement ("UCC"), except as provided herein. The U.N. Convention on the International Sales of Goods shall not apply. Any services to be provided hereunder, whether or not they are otherwise ancillary to and part of a sale of goods as separate items, shall be considered ancillary to a sale of goods and the UCC shall apply to all goods and services to be provided hereunder ("Goods"). **THE COURTS OF MICHIGAN SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PARTIES AND THE CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT.** The parties stipulate to the convenience of Michigan courts in general, and Oakland County Circuit Court in particular, as to all litigation. Any declaration of unenforceability of a provision shall be as narrow as possible and shall not affect the enforceability of the other provisions.

Attorney's Fees: The prevailing party in any litigation involving this Agreement (including all collection costs) shall be entitled to recover, in addition to any other relief obtained, the costs and expenses, including reasonable attorney's fees and expenses, incurred by the prevailing party.

Formation, Integration and Modification:

- A. The Agreement supersedes all previous quotations and agreements pertaining to the Goods. The Agreement is subject to Seller's revocation or cancellation without liability until it is approved by Seller at its home office. Notice of such approval may be furnished to the Buyer in the form of an acknowledgment, shipment, or other form of express approval.
- B. An order submitted by Buyer orally or in a purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with these Terms and Conditions), may be accepted, approved or filled by Seller, but any resulting contract and the liabilities or obligations of Seller shall be determined solely by the Agreement, and (unless Seller otherwise advises Buyer in writing) notice is hereby given that Seller objects to any such terms or conditions in Buyer's purchase order or other writing. Seller shall not be deemed to have in any way enlarged or modified its liabilities or obligations under the Agreement by filling such order or by failing to further object to Buyer's terms or conditions.
- C. The Agreement is a final, complete and exclusive statement of the Agreement of the parties. No modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind Seller unless in writing and signed by Seller's authorized employee at its home office. Notwithstanding anything to the contrary in this Agreement, no modifications, limitation, waiver or discharge of any provision of the Agreement shall affect Buyer's liabilities to Seller accrued prior thereto. Seller may correct unilaterally any mathematical and typographical errors in the Agreement. Typed provisions of the Agreement take precedence over printed provisions. A course of performance, course of dealing, or customs in the trade shall not constitute a modification or waiver by Seller of any right by Seller.
- D. The Agreement is not assignable by Buyer. The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller shall be for the benefit of Seller's agents, employees, contractors, and suppliers. If any provisions are determined to apply to third parties, all other provisions including limitations, waivers, and disclaimers shall also apply.



Waiver: The failure of either party hereto at any time to require performance by the other party of any of its obligations hereunder shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party hereto of any remedy with respect to a breach of any provision hereof shall not be taken as a waiver of a remedy with respect to any succeeding breach of such provision or any breach of other provision.

Severability: The parties agree that each provision contained in these Terms and Conditions of Sale shall be treated as separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in these Terms and Conditions of Sale shall for any reason be held to be excessively broad as to scope, activity or subject so as to be enforceable at all, such provision or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extent compatible with the applicable law.

Miscellaneous: Seller reserves the right to photograph and/or distribute or publish for our firms promotional and marketing needs any work created for Buyer, including mock-ups, comprehensive presentations and installation photographs, as samples for Seller's website, portfolio, firm newsletter, brochures, slide presentations and similar media.

Terms and conditions as set forth herein may be altered only upon written approval of both Buyer and Seller.

By acceptance of this Agreement, Buyer acknowledges receipt of duly executed duplicated copy of this Agreement.

Acceptance Signature

Printed

Date