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## STAGING CONCEPTS TERMS & CONDITIONS

### 1. General Conditions

Prices shown are based on quantities for the scope of work described in Staging Concepts' quotation. Staging Concepts quotation shall govern the scope of supply for the order.

In the event that an order or any portion thereof is cancelled after receipt of an accepted quotation, a minimum cancellation fee of 25% will apply. Staging Concepts must be notified in writing of the cancellation, and at that time Staging Concepts will submit an invoice for the cancellation fee plus any costs incurred to date, which will be due upon receipt.

### 2. Pricing

Staging Concepts' pricing is valued in US dollars (USD). Staging Concepts reserves the right to rebid if a purchase order is not received within 60 days of the date of Staging Concepts' quotation. Staging Concepts reserves the right to re-quote material that is not shipped within 18 months of the date of the Staging Concepts' quotation.

Payment Terms for Projects without Installation: 25% due at time of completed submittal; remaining balance to be invoiced as the product is shipped. All terms NET 30.

Payment Terms for Projects with Installation: 25% due at time of completed submittal; 50% upon shipment; balance of 25% NET 30.

### 3. Credit Terms

Payment terms will be determined prior to acceptance of the Buyer's purchase order. Staging Concepts will not be bound by any retainage agreements that the Buyer may have with third parties.

### 4. Lead Times

Staging Concepts will make every effort to meet the lead time needs of the Buyer, and will do its best to communicate said lead-times clearly to the Buyer. Lead times will be determined and communicated when Staging Concepts receives the Buyer's purchase order. Lead times may be affected by the venue's readiness for field measurements, Buyer's compliance with Staging Concepts' credit terms, Buyer's approval of Staging Concepts' drawings, Buyer's approval of materials and finishes, and current manufacturing capacities of Staging Concepts.

### 5. Scope of Supply

The quotation shall cover the scope of supply offered by Staging Concepts. Exceptions to Buyer's specifications will be stated on Staging Concepts' quotation.

Buyer will sign off on Staging Concepts' approval drawings prior to production of material. In the event of any discrepancies between Staging Concepts' signed approval drawings and any other documents, the final signed Staging Concepts approval drawings shall prevail.

### 6. Warranty

Staging Concepts warrants its products to be free from manufacturing defects for a period of three years

from the date of shipment, unless otherwise noted in writing by a corporate officer of Staging Concepts. Buyer's sole remedy for any defective product shall be repair or replacement by Staging Concepts. If Staging Concepts determines, in its sole discretion, that repair or replacement is not commercially practical, Staging Concepts shall issue a credit in favor of Buyer in an amount not to exceed the purchase price of the product. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability or fitness for a particular purpose. No waiver, alteration, additions or modifications of the foregoing conditions shall be valid unless made in writing and manually signed by an officer of Staging Concepts. In no event shall Staging Concepts' liability exceed the purchase price of the products. Warranty coverage will be in accordance with provisions as outlined by the Staging Concepts standard warranty form.

## **7. Freight**

Unless specifically noted on the quotation, freight charges are not included in the quoted price.

If freight is included (must be noted on the quotation), a common carrier will be used to ship Staging Concepts' material. Receiving parties are responsible for offloading all materials from the carrier, which may require a forklift. Unpacking and any required assembly or installation is the responsibility of the Buyer, unless otherwise noted on Staging Concepts' quotation. All deliveries are curbside if no loading dock is available at delivery site. Shipping crates must be carefully inspected at time of delivery, including underside of crates. Any visible damage to crating should be noted on delivery receipt prior to signing and contents should be inspected and photographed immediately for further potential damage. Any damage to product should be documented at time of delivery and immediately reported directly to the freight carrier. Claims for concealed damage must be made directly to the carrier in writing within fourteen (14) days from delivery. Staging Concepts does not assume liability under warranty for deformation of material stored in original shipping crates or for any damage due to exposure to the elements.

Staging Concepts will ship product to the 'Ship To' address indicated on the customer's purchase order, unless otherwise instructed in writing ten days prior to date of shipment. Staging Concepts does not assume any liability for the services of any carrier.

## **8. Taxes**

All duties and taxes are excluded from Staging Concepts' quotations unless otherwise noted. In the event that final pricing is subject to U.S. sales tax, tax will be added at the applicable tax rate. If the Buyer or the project is tax exempt, a current copy of a resale certificate or certificate of exemption must be provided. If a certificate of exemption is not provided, sales tax will be added to the Buyer's invoice. Sales tax is dependent on physical location where material is to be delivered or where Buyer (or their assigns) is otherwise to take delivery/possession of product.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL STAGING CONCEPTS BE LIABLE TO THE BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOSS OF PROFITS INCURRED BY THE BUYER OR ANY THIRD PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Force Majeure.** Staging Concepts shall not be liable under its quotations because of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, fire, flood, storm, earthquake, acts of God, hostilities or any other cause beyond its reasonable control.

**11. Governing Law.** Staging Concepts quotations shall be governed by and construed in accordance with the laws of the State of Minnesota, without reference to its conflicts of law provisions.