SPRINGFIELD SIGN
design | build | install | service

ADDRESS
4825 E Kearney St
Springfield, MO 65803

CONTACT US
800.845.9927
springfieldsign.com

# Springfield Sign and Graphics, Inc.
# Terms and Conditions of Sale
# Effective 01/01/2026

1. Controlling Language. The "Agreement" is made up of these Terms and Conditions of Sale along with any additional documents attached or referenced as part of this Agreement. These documents are incorporated herein by such reference and in the event of a conflict in terms, these terms shall prevail. Any terms referenced or included on documents provided by Buyer are hereby rejected even if the Buyer's documents are later signed unless they explicitly state that they are modifying specific section(s) of this Agreement.

2. Limited Warranty. Seller warrants to Buyer that all new products (defined as signs, sign products, or any other parts / products supplied by Seller) will be free from defects and services will be delivered in a workmanlike manner for a period of one (1) year from the date the products are delivered to Buyer or completion of the project, as applicable. THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. NO EMPLOYEE OR AGENT OF SELLER CAN BIND SELLER FOR ANY ADDITIONAL WARRANTY. THERE ARE NO OTHER WARRANTIES. If Buyer wishes to make a claim on the warranty given by Seller in this Agreement, Buyer must notify Seller in writing of any claimed damage or defect. Seller's obligations will extend only to visible defects or damages for which Buyer gives Seller written notice within 10 days after delivery or installation. The sole remedy for a warranty claim will be replacement or repair of the products by Seller, solely at Seller's discretion. In no event will Seller be liable for consequential, incidental, or special damages, or for transportation, installation, adjustment, or any other expenses that may arise in connection with such products, including but not limited to loss of business or loss of trade. Buyer is not authorized to make independent arrangements for warranty work. All warranty work on products or services as described in this Agreement, will be arranged or subcontracted by Seller or be done by Seller's employees or representatives, solely at Seller's discretion. If Buyer does not permit Seller to inspect the product, access property, or in any other way directly or indirectly inhibits the Seller from arranging for or conducting necessary repair work required under this agreement, or Buyer makes independent arrangements for such repair work, Buyer agrees that Buyer will be solely responsible for the costs of such repairs and the warranty will be voided. This warranty does not extend to products not of Seller's manufacture: as to such products, Seller conveys to Buyer the warranty, if any, of Seller's subcontractors or suppliers, to the extent transferable without additional cost to Seller. If Buyer does not comply with the above, Seller excludes all warranties, and Buyer purchases the products or services AS IS, waiving any warranty. Seller's limited warranty does not cover damage resulting from natural disasters, weather, war, terrorism, or damage caused by someone other than Seller. This limited warranty specifically excludes damage caused by Buyer's abuse, misuse, improper maintenance, or normal wear and tear; issues arising from Buyer-furnished materials or equipment that result in defective work; modifications or alterations; or defective work caused by a Buyer-provided defective design.

3. Insurance. Seller will be responsible to insure the products until they are ready to ship and Buyer will be responsible for all insurance once the products ship or are being stored at Buyer request. Buyer shall insure

the products with loss payable to Seller until products are paid in full. Buyer further agrees not to limit the insured causes, allowing for fire or any other casualty. Buyer will furnish Seller with evidence of a certification of insurance, in writing from Buyer's insurance agent or agency, upon Seller's demand. Seller's certificate of insurance for liability and workers compensation will be provided by Seller to Buyer upon request.

4. Taxes. Buyer will be responsible for all taxes imposed or assessed on the sign product, parts, or services. If Seller pays taxes on behalf of Buyer, Buyer will reimburse Seller within 30 days of the date Seller paid the taxes, including any interest or penalties associated with taxes paid by Seller on Buyer's behalf.

5. Permits and Licenses. Seller will not be obligated to commence fabrication or provide any installation services until all necessary permits have been issued. If permits cannot be obtained after reasonable effort by both parties, that portion of the Agreement will terminate without liability to either party, except that Buyer will reasonably compensate Seller for all costs incurred prior to termination. Buyer will supply Seller with written consent from the owner of the premises where work is to be performed and for all other private permissions, consents, or licenses necessary for the work, including but not limited to the use of registered trademarks or copyrights used on the sign product, parts, or services. If Buyer breaches this section, then Buyer shall indemnify, defend, and hold harmless Seller against any fines, penalties, citations, demands, causes of action, losses, claims, damages, liabilities, obligations or expenses.

6. Buyer's Guarantee-to-Build. Buyer's Guarantee-to-Build is offered to incentivize and induce Seller to proceed with ordering parts and to start manufacturing prior to permits being obtained. In consideration, Buyer agrees that if permits are never acquired and Buyer has no use for the products, Buyer will pay the full contract price for all work performed including reasonable overhead and profit, and Buyer will pay Seller storage fees until Buyer takes possession of the products.

7. Installation. Buyer will designate the location for installation and service, and Buyer is responsible for all required materials, labor, and any other associated expenses for said designation. Seller will have the right to inspect the area where construction is to be performed at any time. If Seller, in its sole discretion, finds the conditions unsatisfactory, Seller will not be required to move forward with performance and may terminate its obligations under this Agreement and Buyer will pay for all work performed to date including reasonable overhead and profit and all payments related to the project are due at that time. Seller will not be responsible for damage to obstructions encountered by Seller when safely and lawfully installing the product. Obstructions include, but are not limited to, building reinforcements, building or site alterations, overhead obstacles such as power lines, buildings, trees, and underground or in-ground items such as utilities, rocks, landscaping, sidewalks, planters, asphalt, or concrete. Obstructions also include any obstruction created by construction crews other than Seller's or any obstruction created by Buyer's typical business traffic. Any return trips, delays, or overtime charges incurred as a result of these items will be passed on to Buyer at Buyer's expense.

8. Assignment. This Agreement will be binding and inure to the benefit of the parties, their respective successors, executors, administrators, assigns, and legal representatives. Buyer's interest will be assigned only with the expressed, written consent and approval of Seller. No transfer or assignment of this Agreement or any interest hereunder will release Buyer from its obligations to Seller.

9. Default and Breach. The parties agree that Buyer is requesting Seller to design, manufacture, and install products that are specific to Buyer and has no value to Seller or to anyone other than Buyer. This Agreement is not cancelable except with the express written permission of Seller. Buyer will be in breach of this Agreement if Buyer (1) becomes insolvent; (2) defaults in payment to Seller; (3) abandons the sign product, parts, or services or vacate the premises where such is located; (4) terminates or transfer its interest in the premises or business or appoint a receiver for its business; (5) files a voluntary or involuntary petition of bankruptcy; or (6) performs any act or omission in contravention to this Agreement. If Seller institutes any action

for the enforcement of Buyer's obligations, Buyer will, in addition to its contractual obligations, pay Seller for all court costs, attorneys' fees, interest expense before and during litigation (compounded monthly at 2% or the maximum amount allowed by law, whichever is less), collection fees, administration fees, and any other costs awarded by a court as a result of such proceedings. Buyer's breach of any provision of any other agreement with Seller will be a breach of this Agreement. Upon a breach, Seller may suspend its performance under this and all other agreements with Buyer until Buyer provides Seller with adequate assurance of performance within 5 days of notification of the breach, after which Buyer may pursue all lawful remedies against Seller.

10. Copyrights. Buyer agrees and will defend the same that Seller will retain title to all original drawings, designs, and specifications relating to the agreed-upon work that was developed or created by or on behalf of Seller. Seller claims copyrights, where applicable and not otherwise barred by existing copyright or trademark, of all such drawings, designs, and specifications. Buyer's fulfillment of its obligations to Seller does not alter Seller's ownership of the original drawings, designs, or specifications of the sign product or services, and these may be reproduced only with the expressed written consent of Seller. Buyer will, upon request of Seller, promptly return all such drawings, designs, and specifications, and all copies of them to Seller if Buyer owes Seller money. Buyer agrees that Seller has specific legal rights in the form of copyrights or other instruments given by law and declares Seller's ownership of all drawings, artwork, and the like.

11. Title and Conveyance of Ownership. Seller retains ownership and title of all products or services until Buyer has fulfilled its obligations under this Agreement. Buyer conveys to Seller the absolute right to access the property to remove the products from the installation property if Buyer breaches this Agreement. If Buyer is not the record owner of the Property, Buyer will provide to Seller a written unlimited right to access the property from the record owner of the land. Buyer will pay for all necessary costs for removal, storage fees, and possible subsequent reinstallation of the product as additional expenses.

12. Manufacturing Specifications and Industry Standards. Seller, in its discretion, may make modifications conforming to Seller's standard manufacturing practices. Buyer understands that no specific color, shape, dimension, or any other specific of a product, part, or service is guaranteed to be absolute. Color matches or dimensions are not guaranteed and reasonable differences within industry standards will be allowed. Seller may mark and label the sign for legal, code, electrical, advertising, or other requirements and purposes as reasonably necessary to conduct day-to-day business as allowed or required in the industry and for Seller's satisfaction and benefit.

13. Used Products. Used Products, which are previously manufactured items offered for resale from other manufacturers or Seller, may be subject to fluctuating pricing, availability, and additional delivery times. Buyer agrees that Seller will not be responsible for any consequences related to such issues. Used Products are delivered with no warranty, AS IS, and the warranty described in Section 2 of this Agreement will not apply.

14. Change Orders. Any alteration, deviation, or reasonably significant variance from the scope of work contemplated by this Agreement is a Change Order. A Change Order will be considered approved if Buyer directs Seller to proceed with a change via email or other written confirmation, with Seller reserving the right to deny a Change Order. A Change Order will necessitate the need for a changes in price, an extension in the time required to complete the work, and any other reasonable and necessary charges, terms, conditions, equipment, or the like to satisfy the Change Order. Upon execution, the Change Order will integrate with the original terms of this Agreement.

15. Suspension of Manufacturing. Any request by Buyer to delay, suspend, cancel, or otherwise impede the manufacture, delivery, or installation of the sign product, parts, or services will require Buyer to immediately pay all amounts owed to Seller. Upon such request, Buyer will be solely responsible for Seller's storage fees and any increases in labor or material costs incurred by Seller in the manufacturing or installation process. Buyer's failure to comply with this provision will be construed as a breach of this Agreement. Upon Buyer's

request, Seller will complete the manufacturing, delivery, or installation within a reasonable time.

16. Security Interest. Buyer grants Seller a security interest in the sign product, parts, and services until all obligations to Seller are fully paid. Seller may file and record this agreement as a financing statement pursuant to Chapter 400 of the Missouri Uniform Commercial Code in addition to any other permitted standard or nonstandard forms. If Buyer fails to pay as agreed, Buyer authorizes Seller to take possession of the sign product, parts, services, and all other property described herein, wherever found. Buyer authorizes Seller to remove and sell the property by any viable method as deemed solely by Seller. Seller will apply the proceeds of a repossession sale as a credit against the obligations of Buyer to Seller. In such an event, Seller is entitled to recover all expenses of sale, including attorney's fees necessary to manage the matter, without prejudice to Seller's further enforcement of any balance of the obligation due Seller by Buyer or expenses remaining due from such sale. If the proceeds of the sale exceed the balance of Buyer's obligation to Seller and the expenses of such sale, Seller will forward any excess to Buyer. Buyer will not use or damage the sign products to lessen the value of Seller's security interest. If the sign product is damaged in any manner, including but not limited to the intentional acts or willful negligence of Buyer, Buyer's customers, its agents or employees, contractors or third parties, or by wind, hail, earthquake, fire, war, tornado, hurricane, flood, labor dispute, vandalism, acts of God or acts of nature, Buyer agrees to pay for the necessary expenses to restore the sign product, part, or services in the same condition as originally delivered by Seller. After delivery or installation, whichever is contracted for, if the sign product is lost, stolen, destroyed, or otherwise impaired, Buyer will remain liable to Seller for all amounts due. UNTIL BUYER'S OBLIGATIONS UNDER THIS AGREEMENT ARE FULLY SATISFIED, THE PROPERTY DESCRIBED HEREIN WILL REMAIN PERSONAL PROPERTY OF SELLER, WHETHER THE SAME IS ATTACHED IN ANY MANNER TO THE REAL PROPERTY OR NOT. BUYER AGREES THAT THE PROPERTY WILL NOT, BY REASON OF ATTACHMENT OR CONNECTION TO THE REAL PROPERTY, BECOME OR BE DEEMED A FIXTURE OR APPURTENANT TO SUCH REALTY. No transfer, renewal, extension, or assignment of this Agreement or of any interest hereunder will release Buyer or any guarantor from their obligations to Seller. During all times in which Buyer is obligated for any amounts owed to Seller, Buyer will keep the property free from all tax liens and other encumbrances. Buyer's failure to keep the property free of encumbrances will be a breach of this Agreement, and any money paid by Seller to release any liens or encumbrances will be paid on demand by Buyer, subject to additional fees resulting from a breach as set out in this Agreement.

17. Authorization by Owner. If Buyer is not the owner of the real property where the sign will be installed, Buyer will obtain an authorization from the real property owner allowing Seller to record a lien against the real property if Buyer fails to satisfy their obligations to Seller. Buyer's failure to obtain this authorization for Seller to record a lien in case of nonpayment will be a breach of this Agreement.

18. Delivery and Performance. Seller has no liability to Buyer if Seller is delayed or prevented from completing its obligations to Buyer because of equipment breakage, fire, war, terrorism, labor disputes, commercial delays, acts of God, regulations, restrictions of any government entity or public authority, or any accidents, forces, conditions, or circumstances beyond Seller's control. Buyer agrees to examine and inspect any work performed by Seller, and within 10 days notify Seller in writing of any complaints about work performed. The failure of Buyer to give a written notice within 10 days will constitute acceptance of the work performed. Notwithstanding anything in this Agreement to the contrary, at any time before completion of Seller's obligations in this Agreement, Seller may, in its sole discretion, require payment in advance before permitting delivery or any installation or services, and may demand Buyer's immediate performance of Buyer's obligations to Seller. Upon demand by Seller at any time, Buyer will furnish evidence satisfactory to Seller that sufficient funds are available and committed to pay the full amount owing by Buyer under this Agreement.

19. Limit of Liability. Buyer's exclusive remedy for claims arising out of or related to the products shall be for damages. Notwithstanding anything in the Terms to the contrary, Seller shall not, under any circumstances, be liable for special, indirect, incidental, punitive, exemplary, multiple, or consequential damages, such as,

but not limited to, loss of profits or revenue, costs of capital, plant shutdowns, delays in production, claims by Buyer's customer, or damage or loss to other property or equipment. The liability of Seller with respect to the products, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, installation, construction, performance, or use of any of the Seller's products, whether based on theories of contract, negligence, strict liability, tort, laws or regulations, warranty, or otherwise, shall not exceed the Purchase Order price related to the specific portion of the goods upon which such liability is based.

20. Payment. Buyer shall make payments in accordance with this Agreement in the currency of the United States and all invoices will be considered due upon receipt of invoice unless otherwise agreed in writing. If Buyer delays the project by more than thirty (30) days, Seller may invoice Buyer for all work performed and all outstanding invoices will be considered due. Any balance not paid when due shall draw interest expense (compounded monthly at 2% or the maximum amount allowed by law, whichever is less). If Seller has to pursue legal action to get payment, Buyer will in addition to its contractual obligations pay Seller for all court costs, attorneys' fees, interest expense, collection fees, administration fees, and any other costs awarded by a court as a result of such proceedings.

21. Indemnification. Buyer agrees to indemnify, defend (at sole expense of Buyer), and hold Seller, affiliated companies, partners, joint ventures, representatives, members, designs, officers, directors, shareholders, employees, agents, successors and assigns ("Indemnified Parties") harmless of and from any claims, actions, causes of action, suits, judgments, costs and expenses including attorneys' fees, investigative or repair costs, demands, property damage, including damage to any goods into which Buyer's goods or services are incorporated, personal injury, death, or any other claim of damage arising from defects in products or workmanship, violation of any law, including but not limited to Federal Fair Labor Standards Act, and any law relating to protection of intellectual property, or negligence of Buyer, its agents, servants, employees, officers, directors, representatives and invitees ("Claims"). These indemnity and defense obligations will further apply, whether the Claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Work performed by Buyer will be exclusively at the risk of Buyer. Buyer retains sole liability of all products altered or modified by Buyer after installation by Seller to the extent of modification or alterations not performed by Seller.

22. Additional Terms. This Agreement constitutes the entire agreement between the parties. No modifications of this Agreement will be valid unless made in writing and signed by Seller and Buyer. Should either party waive enforcement of any one or more of these terms, said waiver will not be a waiver of any subsequent enforcement of the same or different term. The venue of any action arising under this Agreement will be in the Circuit Court of Greene County, Missouri, and the laws of the State of Missouri will govern. If any of these terms are found to be unlawful or unenforceable, then said term will have no force and effect, but the balance of the Agreement will remain valid and in full force and effect. Buyer agrees that Buyer is purchasing the sign product for commercial purposes and not for personal use or purposes. Seller may use third-party contractors to perform the work contemplated in this Agreement. If Seller utilizes third-party contractors, Seller is responsible for ensuring third-party contractors are licensed, qualified, and perform according to this agreement. Buyer agrees that Seller's liability for damages or harm caused by third-party contractors is the responsibility of the third-party contractor unless Seller is found to be directly responsible.

23. Marketing Release. Buyer grants Seller the right to use photographs, drawings, or other replicas of the sign product in Seller's advertising and promotional media in its ordinary course of business. Seller may place on the sign product its name, telephone number, website, and other information as determined by Seller.

24. Counterparts, Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one agreement. Electronic signatures, will have the same force and effect as original signatures. Parties waive any right to object to the electronically signed versions of this Agreement because they are not physically signed.