

**Springfield Sign and Graphics, Inc.
Purchase Order Terms and Conditions
Effective 01/01/2026**

1. **Purchase and Sale.** This constitutes an offer by Springfield Sign and Graphics, Inc. ("Purchaser") to purchase from Seller the goods/services (collectively the "Work") identified on any signed Purchase Order ("PO"), in accordance with the terms and conditions on the PO and the following terms and conditions (collectively the "Order"), which shall constitute the entire agreement of the parties with respect to the Work. Any additional or conflicting terms proposed by Seller are expressly rejected and shall be of no effect unless specifically accepted in writing by authorized representative of Purchaser.
2. **Acceptance.** This Order is conditioned upon Seller's acceptance of the terms and conditions herein contained. Purchaser rejects any and all terms and conditions in any quotation, order acknowledgement, or other document of Seller which are in addition to, different from, or inconsistent with the terms and conditions of this Order. This Order may be withdrawn at any time prior to receiving Seller's acceptance. Seller shall be deemed to have accepted this Order by acknowledgment to Purchaser, or by commencing performance of the Work.
3. **Purchase Price and Payment.** The purchase price for the Work is set forth on the PO. Unless otherwise set forth in this Order, the purchase price includes all delivery and related charges, including without limitation, shipping, handling, freight insurance, loading and unloading, and travel costs. Unless otherwise set forth in this Order, Purchaser shall pay for the Work within 60 days after its final acceptance of the Work. Purchaser reserves the right to withhold payment for nonconforming Work until such nonconformance is cured.
4. **Sales and Use Taxes and Other Charges.** Unless otherwise set forth in this Order, the purchase price includes all applicable federal, state and local sales and use taxes and other charges in effect on the date of this Order. Seller shall be responsible for the timely payment of such taxes and shall indemnify Purchaser for any failure to do so.
5. **Packaging, Marking, Invoicing and Delivery.** Unless otherwise set forth in this Order, for any Work that is transported, shipment shall be FOB destination to the destination designated by Purchaser, and: (a) Seller shall, at its expense, package the Work as reasonably required for safe handling and protection during shipment; (b) Seller shall mark the order number of the Work on all invoices, bills of lading, and other documents and correspondence relating to the Work, and comply with all other marking requirements set forth in this Order; (c) Seller shall deliver a separate invoice and receipted bill of lading for each shipment; and (d) deliver the Work in accordance with the Order schedule, in a single delivery unless the Order allows for partial deliveries. Late delivery may, at Purchaser's discretion, constitute a material breach of the Order.

6. **Identification, Risk of Loss, Title.** Identification of the Work to this Order shall occur when Seller accepts this Order; risk of loss and title to the Work shall not pass to Purchaser until final acceptance of the Work by Purchaser. Seller shall bear all risk of loss, damage, or theft until Purchaser's written final acceptance.
7. **Inspection.** Purchaser and its agents may inspect and test the Work at Seller's facility, or any other location where the Work or portions thereof is being performed, after reasonable notice to Seller. Seller shall at its expense provide access to all facilities and provide all equipment and personnel necessary for the inspection and testing. Purchaser may reject any Work that is found to be defective or not in conformance with this Order during any inspection or testing prior to final acceptance, regardless of the state of completion. Payment, inspection, or failure to inspect shall not constitute acceptance or a waiver of any rights or remedies.
8. **Cancellation.** Purchaser may cancel this Order if Seller does not complete the Work within the time for performance provided in this Order, time being of the essence, or if Seller breaches any of its other representations, warranties or covenants in this Order and fails to cure such breach within five (5) days after notice from Purchaser specifying the breach. Purchaser may cancel this Order for its convenience at any time upon notice to Seller, and by paying Seller for the reasonable value of the Work performed by Seller up to the date of Seller's receipt of such notice, but Purchaser shall not be liable for loss of anticipated profits, special, indirect, incidental, exemplary, punitive or consequential damages.
9. **Warranties.** Seller represents and warrants to, and covenants with, Purchaser that Seller shall perform and deliver the Work to Purchaser free and clear of any security interest or other lien or encumbrance; the Work does not infringe upon any patents, trademarks, copyrights or other intellectual property rights of others (collectively "Intellectual Property"); the Work will be of the highest quality and performed using new materials; the Work is of merchantable quality and fit for its intended purpose; the Work shall be free from defects in material and workmanship; the Work will strictly conform with the specifications set forth in this Order; and the Work, the Seller's performance of the Work, the sale of the Work to Purchaser and the utilization of the Work is in compliance with all applicable local, state and federal laws and regulations, including, but not limited to, Executive Orders 11246 and 11375, The Fair Labor Standards Act of 1938 as amended, the Occupational Safety and Health Act of 1970, and other safety laws and regulations in the state where the Work is performed or delivered (collectively "Laws"). If the Work does not conform to these warranties within a period of 18 months from the date of Purchaser's final acceptance of the Work, or 12 months from the date the Work is put into service, whichever is the later, or such other warranty period provided in this Order, Seller will at Purchaser's option and at Seller's expense, repair, replace, re-perform, or refund the purchase price of the Work, provided that Seller's warranties of compliance with Laws shall not be limited to the foregoing time periods. These warranties shall survive Purchaser's inspection and final acceptance of the Work and shall benefit the Purchaser and any of Purchaser's customers or users of the Work. These warranties are cumulative and survive any inspection, testing, acceptance, or payment.
10. **Indemnification.** Seller shall protect defend, indemnify and hold harmless Purchaser and its officers, directors, employees, agents, and its parent and subsidiary companies, from and against any demands, causes of action, losses, claims, damages, liabilities, obligations or expenses, claims for infringement of Intellectual Property, including without limitation, reasonable attorney's fees (collectively "Claims"), arising out of or relating to any breach by Seller of its representations, warranties or covenants, arising

out of any act or failure to act of Seller, or its agents, employees or subcontractors, including without limitations, Claims arising from Seller's presence on the Purchaser's premises or that of Purchaser's customers, and/or other property, in performing any part of the Work, or arising out of or related to the Work, the Seller's performance of the Work, the sale or disposition of the Work by Purchaser, or the use of the Work by Purchaser and others. In any and all Claims brought by any employee of the Seller, anyone directly or indirectly employed by the Seller or anyone for whose acts the Seller may be liable, the Seller's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Seller under workers' compensation acts, disability benefit acts or other employee benefit acts.

11. **Insurance.** Seller shall carry worker's compensation insurance with limits and in the form prescribed by the state or states in which Work is being performed under this Order, and Employer's Liability insurance with limits of \$1,000,000.00. Seller shall carry commercial general liability insurance, on an occurrence basis, including ongoing and completed operations, products liability, bodily injury, broad form property damage, contractual liability for indemnification provisions of this Order with limits of \$2,000,000.00 General Aggregate Per Project, \$2,000,000.00 Products/Completed Operations Aggregate, \$1,000,000.00 Personal and Advertising Injury and \$1,000,000.00 Each Occurrence; Comprehensive Automobile Liability of \$1,000,000.00 Combined Single Limit including Owned Auto and Hired and Non-Owned Auto; and an umbrella liability policy of insurance with limits of \$2,000,000.00 Each Occurrence. In the event that any of Seller's Work is performed on Purchaser's premises, the premises of Purchaser's customer or the premises of the end user/owner of the Work, the broad form property damage insurance shall include explosion, collapse and underground ("XCU"), perils. The general liability and automobile liability policies will be endorsed to name the Purchaser, Purchaser's customer and the end user/owner of the premises where any Work is to be performed as additional insureds. Certificates of Insurance as well as copies of additional insured endorsements from the insurance company shall be delivered to Purchaser before the Work is commenced. Such certificates shall provide that Purchaser be given thirty (30) days' written notice by the insurance carrier(s) prior to cancellation or alteration of any applicable policies and shall make specific reference to the waiver of rights or subrogation and additional insured endorsements as referenced above. All insurance provided by Seller shall be primary and any insurance maintained by Purchaser shall be excess and non-contributing. Insurance coverage required above will be provided using insurance carriers licensed to do business in the State where the coverage is being provided, and reasonably satisfactory to Purchaser. No requirement for the Seller to maintain insurance of any type shall limit Seller's obligations of indemnification provided in this Order. Seller shall maintain the insurance coverages listed in the Order. Failure to maintain or provide evidence of such insurance shall constitute a material breach of this Order. All policies shall:

- Be issued by insurers licensed and rated A- or better by A.M. Best;
- Name Purchaser, its customers, and end users as additional insureds;
- Be primary and non-contributory to any insurance carried by Purchaser;
- Include waivers of subrogation in favor of Purchaser;
- Provide 30 days' notice of cancellation or material change;
- Be evidenced by certificates and endorsements prior to commencement of Work.

Failure to provide such insurance shall constitute a material breach of this Order.

12. **Confidentiality.** Seller shall protect the Purchaser's confidential information and other confidential information provided to the Seller by Purchaser, using the highest degree of care, and in no event less care than used to protect its most highly confidential information, and shall not otherwise use or disclose such confidential information, except as required in the performance of the Work, and only disclose to those persons who have a need to use the confidential information solely for the Work and who are bound to Seller to maintain confidential information of Seller and others that is disclosed to them. Seller shall return or destroy all confidential information upon Purchaser's request and shall not use it for any other purpose.
13. **Remedies.** The remedies provided in this Order shall be cumulative and in addition to any other remedies allowed by law or in equity, provided that Purchaser shall not in any event be liable for special, indirect, incidental, exemplary, punitive or consequential damages. The failure of Purchaser to exercise any remedy shall not constitute a waiver of the right to exercise that, or any other remedy, and no waiver of any breach of any provisions in this Order shall operate as a waiver of any other breach of the same or any other provision.
14. **Governing Law.** Missouri law applies, without regard to conflict of law principles.
15. **Jurisdiction.** Seller consents to exclusive jurisdiction and venue in the state and federal courts located in Springfield, Missouri.
16. **Force Majeure.** No liability shall result to Purchaser or Seller from any delay in performance or from non-performance, if such delay in performance or non-performance arises solely from war, explosion, action of governmental authority, freight embargo, fire, flood or any other acts of God beyond the reasonable control of the Party affected ("Force Majeure"). The Party affected by the Force Majeure shall diligently attempt to remove such cause or causes and shall promptly notify the other Party of the existence of such Force Majeure and its probable duration. In the event of a delay in Seller's performance hereunder caused by Force Majeure which continues for thirty (30) days or more, Purchaser may terminate this Order immediately upon written notice to Seller.
17. **Miscellaneous.** Signatures on this Order or any order acknowledgement or other confirmation of this Order transmitted electronically by facsimile or Email shall constitute original signatures for all purposes. The invalidity of any portion of this Order shall not affect the validity of any remaining portions thereof. This Order cannot be modified except in writing signed by an authorized representative of Purchaser that expressly provides that the terms of the Order are being modified. This Order may not be assigned, delegated, or subcontracted, in whole or in part by Seller, without the prior written consent of Purchaser. Seller is performing the Work solely in the capacity of an independent contractor. In the performance of any of the Work on Purchaser's premises or the premises of others Seller will comply with all applicable safety, conduct, and drug and alcohol programs.