



Boingo Graphics Standard Terms and Conditions for Installation of Signage and Display Graphics

Installation Site Requirements:

- Location for installation must have available electricity and lighting.
- Wall for vinyl application must be pre-painted and allowed to dry cure for a minimum of 21 days. Walls must be cleaned and clear and free from obstruction.
- Client or representative of client must be onsite during the start of the installation to provide access and direction to clearly identify installation locations and/or spaces within a wall or area.
- Area for installation must be ready and accessible for installation at previously agreed upon date and time.

Boingo Graphics cannot control weather conditions which may result in delays with installation. As such, additional labor and/or travel costs may be incurred which are to be paid by Client. We reserve the right to determine the point at which weather conditions become too adverse to continue work.

Estimates:

All material, hardware and installation specifications are defined in the Boingo Graphics provided Estimate approved before production and are only subject to change by a Boingo Graphics representative. Client cannot make changes to previously agreed upon material, hardware or installation specs without incurring additional cost. Estimates are good faith estimates based on job specification information provided and current material costs. Pricing is good for 10 days from the date of the quote and does not include packaging or shipping charges unless specified. Estimates are contingent upon strikes, accidents, fire, availability of materials and all other causes beyond our control.

Safety: Client must use best efforts to make sure that the installation location and any equipment provided are safe and without risk for Boingo Graphics employees and agents. Boingo Graphics may decline to carry out the installation if it considers that the installation in accordance with the customer's instructions nevertheless presents a risk to Boingo Graphics employees and agents.

Job Cancellation and Errors: If the Client cancels the order before its completion, the Client shall be responsible for the cost of any proofs, artwork, materials, and work done until cancellation notice is received in writing. In addition, Boingo Graphics reserves the right to charge a 15% cancellation fee in addition to the actual charges to cover unbilled internal costs including but not limited to scheduling, client communications, and resources utilized. Boingo Graphics will gladly re-image any job that has problems due to an error on the part of Boingo Graphics. Boingo Graphics will not be held responsible

for errors in work after final client sign-off or neglect of final sign-off. No claims will be honored after 48 hours of receipt of any completed and delivered work. Any verbal order will be accepted, but in the absence of any supportive documentation, Boingo Graphics will not be responsible for any verbal mistakes. Boingo Graphics will not accept responsibility for the inaccuracies in orders telephoned by the customer.

Use of Images and References to Completed Work: Boingo Graphics may, at its sole discretion, use images of completed work and/or refer to Client in Boingo Graphics portfolio and any other marketing materials, including but not limited to press releases, brochures, flyers, signs, and vendor marketing materials promoting Boingo Graphics and its services.

Confidentiality: Boingo Graphics and the Client understand that during our business relationship, both parties may make known to the other, confidential information and business trade secrets. It is Boingo Graphics policy to treat such information as confidential and we expect the Client to do the same.

Agreement: This agreement constitutes the entire agreement between the parties and will supersede all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. This agreement may not be varied other than in writing, executed by the duly authorized representatives of both parties. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on the Client's formal order, will not be binding on Boingo Graphics. The Client acknowledges that the Client has read, understands, and hereby agrees and accepts the prices, fees, charges, use of images, specification and conditions stated herein and authorizes Boingo Graphics to perform all work as specified.

By accepting our proposal and estimate for work to be performed and activating the job order, the Client agrees to the terms stated above.

This document is for client's internal use only, not for distribution in any manner except with the express written permission of Boingo Graphics. Client is permitted to make copies of this proposal solely for internal distribution. In the event that client declines the requirements contained in this proposal and chooses not to engage Boingo Graphics, all previously agreed pricing in null and void and client will be responsible for any additional costs and expenses.

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