



ProDisplay USA Resale Terms Agreement

ProDisplay USA, A DISTRIBUTOR OF ProDisplay U.K. Ltd, & RELATED PRODUCTS FROM VARIOUS MANUFACTURERS. PRODISPLAY USA AGREES TO DELIVER PRODUCT TO IT'S CUSTOMERS IN TACT AND IN GOOD WORKING ORDER WITHOUT DAMAGE OR LOSS.

PURCHASE ORDERS AND ORDER PROCESSING – ALL ORDERS WILL BE SUBMITTED IN WRITTEN FORM. PURCHASE ORDERS SHOULD INCLUDE THE MATERIAL TYPE, SIZE, ASPECT RATIO AND/OR DIMENSIONS IN ORDER TO BE CONSIDERED COMPLETE AND ABLE TO BE PROCESSED. INCOMPLETE PURCHASE ORDERS MAY NOT BE ACCEPTED AND PROCESSED IF CREDIT CRITERIA HAS NOT BEEN MET BY THE PURCHASER. DELIVERY OF GOODS MAY DEPEND ON MEETING CREDIT COMPLIANCE AND CREDIT TERMS OF PRODISPLAY USA.. THEREFORE,, PURCHASE ORDERS THAT CONTAIN SHIP DATE REQUIREMENTS WILL BE IGNORED OR PURCHASE ORDER REJECTED.WE AT PRODISPLY WILL ALWAYS MAKE BEST EFFORTS TO BE EXPEDIENT IN ALL HANDLING EVEN IN THE FACE OF OTHER DELAYS. PURCHASE ORDERS THAT CONTAIN DELIVERY DATE REQUIREMENTS CAN NOT BE ACCEPTED AND WILL BE IGNORED OR REJECTED AS COMPANY HAS NO CONTROL OVER CARRIER OPERATIONS AND POTENTIAL ACTS OF GOD. **ORDERS MAY NOT BE CANCELLED. Should an order be cancelled for any reason any deposit may forfeited at the ProDisplay USA's discretion.**

AVALAIBILITY AND TURN AROUND TIME IS VARIABLE DEPENDING ON MATERIAL AND LABOR NECESSEARY TO DELIVER. -- DIFUSSION MATERIAL AND PROJECTION FILM ALONE ARE USUALLY SHIPPED WITHIN (7) SEVEN TO (14) FOURTEEN BUSINESS DAYS. LCD GLASS AND FILM ALONG WITH INTERACTIVE FILM PRODUCTS MAY TAKE AS MUSCH AS (4) FOUR TO (6) SIX WEEKS. ORDERS SHIPPED WITHING THAT TIME FRAME MAY BE CONSIDERED EXPEDITED. ITEMS REQUIRING FABRICATION MAY SHIP IN AS MUCH AS 30 DAYS FROM ACCEPTANCE OF ORDER. DELAYS FROM INTERNATIONAL CUSTOMS HANDLING, AS WELL AS FREIGHT DELAYS ARE NOT UN-COMMON AND CAN ADD TIME TO OUR PROMISED DELIVERY AND SHOULD BE UNDERSTOOD. DOMESTIC CARRIERS OPERATIONS ARE OUT OF OUR HANDS AND DELAYS IN TRANSPORTAION ARE NOT THE LIABILITY OF PRODISPLAY USA. ACTS OF GOD CAN CREATE WEATEHER ORIENTED DELAYS THAT ARE OUT OF THE HANDS OF PRODISPLAY USA AND HAVE TO BE UNDERSTOOD BY CUSTOMER AS A POSSIBILITY.

CUSTOM WORK AND FILM INSTALLATION PERFORMED FOR CLIENT:

When Films are applied for clients in locations other than the UK factory when precise clean room situations do not exist. As this is a precise mechanical process and external elements could contribute to

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minute imperfections or film contamination due to air or airborne particulates. PRODISPLAY USA will warrant these installations to be free from defect up to 97 percent free from defect of air or airborne contaminants to the film application.

LIMITATION OF LIABILITY -- PRODISPLAY USA'S LIABILITY SHALL BE LIMITED TO ANY LOSS OR DAMAGE WHICH RESULTS SOLELY FROM PRODISPLAY USA'S NEGLIGENCE IN THE ACTUAL PHYSICAL HANDLING OF THE ITEMS SHOULD PRDODISPLAY USA BE FOUND LIABLE FOR ANY LOSS OR DAMAGE PRODISPLAY USA'S SOLE AND EXCLUSIVE MAXIMUM LIABILITY IS TO THE COST TO RETURN THE DAMGED GOODS TO THE MANUFACTURER FOR REPAIR OR REPLACEMENT WHICH EVER IS LESS. INSTALLATION OF THE MATERIALS IS THE SOLE RESPONSIBILTYOF THE PURCHASER.

LIMITATION OF LIABILITY continued

IN NO EVENT SHALL PRO-DISPLAY USA BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES OCCUR EITHER PRIOR OR SUBSEQUENT TO THIS AGREEMENT, OR ARE ALLEGED AS A RESULT OF TORTUOUS CONDUCT, FAILURE OF THE EQUIPMENT OR SERVICES OF PRODISPLAY USA OR BREACH OF ANY OF THE PROVISIONS OF THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY OR IN TORT, INCLUDING STRICT LIABILITY AND NEGLIGENCE. EVEN IF PRODISPLAY USA HAS BEEN ADVISED OR HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES CAUSED BY PURCHASER, OR FAILURE TO PERFORM PURCHASER'S RESPONSIBILITIES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSSES.

ATTORNEYS FEES -- IF ANY CLAIM OR ACTION IS BROUGHT ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THEN THE PREVAILING PARTY ON SUCH A CLAIM OR ACTION SHALL BE ENTITLED TO AN AWARD OF REASONABLE ATTORNEYS FEES AND COSTS.

JURISDICTION AND CHOICE OF LAW -- THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN ORANGE COUNTY, CALIFORNIA.

NO WARRANTIES - PRODISPLAY USA MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY. ProDisplay U.K. THE MANUFACTURER OF THESE PRODUCTS DISTRIBUTED ARE COVERED BY THE MANUFACTURER'S WARRANTY.

THE LATEST WARRANTY INFO IS AVAILBLE BY E-MAILING
SALES@PRODISPLAYUS.COM or INFO@PRODISPLAYUS.COM.

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SPECIAL NOTE:

EVERYPARCEL MUST BE INSPECTED AT TIME OF RECEIPT FOR VISIBLE DAMAGE. NO SIGNATURE SHOULD BE GIVEN TO ANY DRIVER UNDER ANY CIRCUMSTANCES IF VISIBLE DAMAGE EXISISTS ON THE EXTERIOR OF THE CONTAINER. INSPECT CONTENTS IMMEDIATELY IF POSSIBLE. IF THE CARRIER WILL NOT WAIT FOR FURTHER INSPECTION PRINT THE WORD RECEIVED DAMAGED IN THE SIGNATURE LINE OF THE BILL OF LAIDING ALONG WITH THE NAME OF THE RECEIVER, THEN CONTACT PRODISPLAY USA IMMEDIATELY.

TOLL FREE NUMBER 1-800-348-1704. REPORTS OF DAMAGE AFTER 24 HOURS OF RECEIPT MAY NOT BE ACCEPTED BY THE CARRIER. CARRIER DAMAGE IS NOT THE RESPONSIBILITY OF PRODISPLAY USA.

Date:_____

Company Name(s)_____

Company Address:_____

City _____ State _____ Country _____

Zip Code _____

Authorized Party Name & Title _____

Print

Authorized Signature _____

FAX DIRECTLY TO 888-468-7619