

## GENERAL TERMS AND CONDITIONS

1. **PURCHASE CONDITIONS:** Issuance of Purchase Orders for this work shall constitute a binding agreement between Everbrite, Inc. (hereafter referred to as Everbrite) and Contractor and shall remain in force until completion or other disposition is made unless Contractor gives notice to the contrary within ten (10) days following receipt of order. Everbrite reserves the right to cancel Purchase Order if customer requests cancellation. Contractor may, upon agreement with Everbrite, submit invoices for bona-fide expenses incurred prior to such cancellation. Contractor shall assume the obligations for coordination and satisfactory completion of this agreement in accordance with the terms and instructions listed below and referenced elsewhere in this agreement. No work associated with this agreement is to be further contracted by contractor without prior written authorization from Everbrite.
2. **GUARANTEE:** Contractor shall guarantee the required work as specified herein and by any referenced documents for a period of one (1) year from the date of completion against defects of workmanship or materials used.
3. **MATERIALS RESPONSIBILITY:** Any materials shipped to Contractor in conjunction with this agreement remain the property of Everbrite. Upon receipt of materials, Contractor shall assume full responsibility for handling and safekeeping until the work is completed and accepted by an authorized representative of the customer or other disposition is directed by Everbrite. Contractor shall accept materials shipped to him and shall inspect them for damage and shortage in shipment, and shall within 24 hours after the receipt thereof furnish Everbrite with a signed freight bill denoting such damage or shortage. If concealed damage or shortage is discovered after delivery contractor shall notify the delivering carrier within fifteen (15) days from date of delivery to request inspection and a concealed damage report and shall simultaneously in writing notify Everbrite. Materials are not be used until this is accomplished. No materials are to be returned to Everbrite without prior approval. If damage or shortage is not noted on delivery freight bill or concealed damage reported, there is no recourse to Everbrite or carrier, and the Contractor is fully responsible.
4. **PERFORMANCE AND QUALITY:** Contractor shall schedule work within seven (7) calendar days and shall complete the work within thirty (30) calendar days following receipt of materials, unless procedure is delayed by Everbrite notification, or Contractor notifies Everbrite of any unavoidable delays by factors completely beyond his control. If shipment of materials by Everbrite is not required, Contractor shall complete the work in accordance with time schedule specifically established for this work. Contractor shall continuously perform all work under this agreement in a skillful, diligent, thorough and careful manner, and shall protect the location(s). Everbrite may refuse any portion of Contractor's work because of unsatisfactory quality of materials or workmanship or any unauthorized deviation from specifications. Contractor agrees to pay all cost involved in replacing and correcting such work. In addition, Everbrite reserves the right to cancel this agreement or any portion at its election for Contractor's negligence, slow progress, use of unsatisfactory materials or workmanship, or evidence of fraudulent representation. Contractor further agrees to relinquish any materials shipped to his place of business if default is declared.

5. **DEVIATION AND AMENDMENT:** Contractor shall not deviate from specifications required herein or by any referenced documents. Specified procedures must be followed in every respect unless prohibited by law, dealer desire, or physical impossibility. For subsequent alterations in procedure, regardless if change is requested by the dealer, agent or other customer representative, Everbrite must be notified and written approval secured by the Contractor from Everbrite. Contractor further agrees and understands that no payment whatsoever will be made for any charges exceeding the agreed amount unless the charge is necessary as a result of completely unforeseeable circumstances or conditions, and Contractor secures an Amendment from Everbrite prior to proceeding.

6. **COMPLIANCE WITH LAWS:** Contractor shall be responsible for coordination and clearance with all local parties concerned, and will be responsible for proper location of any work in relation to existing public service power, underground cable, sewer and water lines. Contractor shall obtain required permits for this work, but will not pursue variance proceedings, if necessary, unless specifically directed by Everbrite. Contractor must follow OSHA Safety regulations at all times including but not limited to equipment and install techniques and procedures. Contractor agrees to comply with local, state and federal employment laws.

7. **LIABILITY AND INDEMNITY:** Contractor shall furnish Everbrite with a certificate of insurance of General Liability, Auto and Worker's Compensation in the following minimum amounts. General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage, and Everbrite, LLC to be included as Additional Insured. Auto of \$1,000,000 per accident, and Additional Insured requirements as stated previous. Evidence of Statutory Worker's Compensation and Employers' Liability coverage of -\$500,000/\$500,000/\$500,000. In use of subcontractors, subcontractor will also name Everbrite, LLC as Additional Insured for the specific job/project. If, by mutual agreement, contractor will utilize a subcontractor, these requirements apply additionally to subcontractor. Additionally, if Contractor is providing Professional Services to Everbrite (i.e. Engineering Services, stamped engineering drawings), Contractor will provide a Certificate of Professional Liability insurance (Error & Omissions) in the amount of \$1,000,000 each Wrongful Act and \$1,000,000 Aggregate. If Contractor has a current certificate on file with Everbrite, an additional certificate will not be necessary in the fulfillment of this agreement. Contractor and if by mutual agreement, subcontractor, agrees to indemnify and hold harmless Everbrite and its agents, representative, and employees from any and all charges, claims and causes of action by third persons arising out of any damages, losses, expenses, charges, costs or injuries incurred by such person(s) resulting form in any way connected with the service purchased under this agreement. Notwithstanding the foregoing, contractor does not agree to indemnify and hold harmless Everbrite and its agents, representatives and employees from any charges, claims or causes of action incurred as the sole result of the negligence of Everbrite, its agents, representatives or employees.

8. **TAXES:** The Contractor shall pay all sales or use taxes in conjunction with performance of this agreement.

9. **COMPLETION AND BILLING:** Contractor shall provide an Everbrite field service report or warranty repair authorization properly executed, photographic proof of the completed work, copies of sign permits when applicable and any other documentation requested. Contractor shall submit invoice per Everbrite field service purchase order including site address and purchase order number on all documents.

10. MERCURY CONTENT – Fluorescent tubes/bulbs and neon tubes/bulbs used in the product contain mercury. Dispose of according to Local, State or Federal laws. Contact Everbrite at 1-877-210-5061, [www.everbrite.com/recycle](http://www.everbrite.com/recycle); or the EPA at [www.epa.gov](http://www.epa.gov); Note: Neon products, including neon backlit channel letters can NOT be shipped or installed in VT, CT, LA and or RI. If this product was ordered and shipped to one of these states in error, please contact your Account Manager handling the project ASAP.

Everbrite, LLC. 4949 South 110th Street, P.O. Box 20020, Greenfield, WI 53220-0020 Tele: 414/529-3500 Fax: 414/529-7191

Terms & Conditions of Field Purchase Order

Sign as reviewed and accepted as conditions of all Everbrite Contracted Work.

Company Name: \_\_\_\_\_

Authorizing Agent: \_\_\_\_\_ Date: \_\_\_\_\_

(Print name)

Signature: \_\_\_\_\_