Caddison Visuals LLC

Terms and Conditions Revised January 2024

OVERVIEW

The following terms and conditions apply to all jobs and services provided below performed by Caddison Visuals LLC and anyone contracted through Caddison Visuals LLC.

A proposed set of fees will be provided, however prices subject to change based on availability of products and services, as well as additional factors such as shipping, freight, hardware, travel and other per diem fees. A formal estimate will be agreed upon prior to any work being completed in compliance with the terms and conditions set forth in this document. This document is subject to change.

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SITE VISITS AND SURVEYS

Site visits and surveys are to be limited to work agreed upon in estimate or original request. Any additional time on site that was not discussed prior to arriving on site may result in additional fees. Should anyone on site turn away or reject the contractor, and a revisit is required, additional fees will be charged.

During a site visit or survey, we will do our best to assess the current conditions of the surface and ensure a successful graphic installation. If there are graphics that are currently installed in place, we will do our best to make an assessment, however we can not be certain of the surface

condition without a proper removal.

If we determine that removal is required at the time of the survey, we will use our best judgment to determine the ease of removability and estimated time. Please note that this is considered an estimate and cannot be guaranteed until the time of removal. While we strive to provide accurate estimates based on the information provided, unforeseen circumstances or complexities may arise during the removal process that could affect the estimated time and effort required.

Please see additional details regarding removals and installations below.

PRINTING AND PRODUCTS

We strive to provide high-quality prints based on the specifications provided by the client. We utilize professional-grade equipment and materials to ensure the best possible results. However, please note that slight variations in color, texture, or finish may occur due to factors beyond our control, such as differences in monitor calibration or variations in printing materials.

We offer warranties on our printed products, which are guaranteed to be free from defects in materials and workmanship at the time of delivery. These warranties are valid only if the products are used and/or installed properly. Any misuse, mishandling, or improper storage of the printed products may void the warranty.

In the event that you believe a printed product is defective or does not meet the specified quality standards, please contact us within the 24 hours. We may require photographic evidence or the return of the product for inspection. If a defect is confirmed and falls within the warranty coverage, we will either replace the product or provide a refund, at our discretion.

Our warranties do not cover damages or defects caused by normal wear and tear, improper handling, accidents, or unauthorized modifications. Additionally, we are not responsible for any indirect, incidental, or consequential damages arising from the use or inability to use our printed products.

PROOFING AND DESIGN SETUP

Upon request, we will provide design proofs for your review and approval before proceeding with the final production. It is your responsibility to carefully review and provide feedback on the design proofs within the specified timeframe. Failure to provide timely feedback may result in delays in the production process.

A deposit may be required before we begin the design or production process. The deposit amount will be communicated to you prior to initiating any work and is non-refundable. This deposit serves as a commitment to proceed with the project and covers initial design and preparation costs.

Full payment for the services rendered is due prior to proceeding with production, unless

otherwise agreed upon in writing. We accept various forms of payment, including but not limited to cash, check, credit cards, or electronic transfers. Any additional fees or expenses incurred during the project will be added to the final invoice.

In the event of late payment, a late fee may be applied to the outstanding balance. The late fee amount will be specified in the invoice or communicated separately. Failure to make payment within the specified timeframe may result in legal action to recover the outstanding amount.

All design proofs, concepts, and final artwork remain the property of our company until full payment is received. Upon receipt of full payment, you will be granted the necessary rights and ownership of the final design for the agreed-upon purpose.

INSTALLATIONS

Installations will be limited to work agreed upon in estimate. Any additional time on site that was not discussed prior to arriving on site may result in additional fees. Should anyone on site turn away or reject the scheduled installation, and/or a revisit is required, additional fees will be charged.

Warranty

Caddison Visuals LLC's warranty on graphics and sign failure is 30 days from the date of installation. Graphics and signs not installed by Caddison Visuals LLC carry no warranty period.

In the event of a deficiency or failure, Caddison Visuals LLC must physically view and verify the graphics failure within 30 days of installation. It is at Caddison Visuals LLC's sole discretion if photos provided by the client satisfy the requirement for physical verification. Graphic failures reported, and physically verified by Caddison Visuals LLC, within the first 30 days as a

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result of the installation process will be repaired or replaced by Caddison Visuals LLC. It is at Caddison Visuals LLC's sole discretion to repair or replace graphics that have been deemed covered under the Caddison Visuals LLC graphics warranty.

Temporary Signs do not carry any warranty period, even if they are installed by Caddison Visuals LLC. Scrim banners, coroplast, foam core, styrene and sintra are considered temporary signs.

The success and longevity of installations rely on certain conditions being met. Any surface or condition not met by the standard vinyl guidelines may result in a subpar install or failure of graphics. Damage caused from vandalism, forces of nature is not covered under our warranty. Any type of tampering with the graphics installed will void all warranty. Caddison Visuals LLC will not be held responsible for any reprints and additional fees will apply should a revisit be required.

Vinyl material is a pliable plastic material that we make every effort to make it look as seamless as possible, however, there may be curves, bumps, rivets, moldings and deep-channeled curves

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that the vinyl will not be able to conform to. In some cases relief cuts need to be made or patches need to be installed to cover certain areas. Stretching will result in some shrinkage as it attempts to return to its original form/dimensions. As it shrinks, some minor tenting and lifting does occur and will be addressed if necessary in the 30 day period. Any rust, bubbling, caulking, scratches, dents or other damage will be visible through the film, and such surface imperfections may damage the film or cause the film to fail prematurely. Also, any areas with caulking need to be re-caulked over the installed vinyl. Any recently applied finish must be fully cured for a minimum of 30 days prior to film being applied.

Not all surfaces are best suited for graphic installations. Should a client wish to have them installed, a disclaimer will be provided prior to agreement of the job. Outdoor signage installations are weather dependent. Outdoor vinyl signage should be installed between ambient temperatures of 50 - 90 degrees Fahrenheit.

Countertops, Tabletops and Floors

Please note that due to the normal wear and tear of use of countertops and floors, damage such as peeling, scratches, dents, etc may occur. Caddison Visuals LLC will not be held liable for any reprints or revisits to correct countertops, tabletops or floors.

Walls

Caddison Visuals LLC follows the 3M guidelines for properly installed wall graphics. The most important factors for a proper vinyl adhesion on flat surface walls is to be sure that walls are prepped to a level 5 finish and painted with a primer and semi-gloss paint (low VOC). Any newly painted walls must be fully cured. Curing times vary based on paint materials used. Please refer to the paint manufacturer's warranty for information on curing times. For a full set of 3M guidelines, see this link: <u>A Guide to Understanding and Applying Graphics to Common Smooth and Textured Wall Surfaces</u>.

Perforated Window Film

No warranty against peeling or abrasion on windows that move or slide. Caddison Visuals LLC does not recommend windows that have window perforated vinyl applied to them.

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Vehicles

This warranty does not cover damage done to the wrap, materials, or installation from negligence, misuse as in lack of care of the wrap, failure to keep the wrap clean, damage from accidents, damage from road debris, general wear and tear, or any other failure not of a product or installation origin. Damage to the wrap from pre-existing vehicle damage is also not covered under this warranty. The warranty does not cover damage to the wrap from any/all emblems left on the vehicle by the client that are wrapped over and cause an improper installation.

Most vehicle wrap failures will occur within the first 30 days or so while the vehicle wrap material still has its elasticity. Any bubbles or peeling should be brought to our attention within this period of time so that we can repair the issues while the vinyl still has pliability. Failure to bring in the vehicle to us immediately upon discovery of such issues will void this warranty. This warranty does not cover windshield wiper abrasion to window perforated wrap material or windows that move or slide.

Graphics and alignment as applied to vehicles may not be precisely matched to the digital images ("proofs") produced for Client's review. Graphics applied to vehicles are intended to be viewed from a distance of at least 10 feet and Caddison Visuals LLC produces each vehicle graphic with the detail and quality appropriate for viewing from such distance. Caddison Visuals LLC only guarantees final prints designed and set-up by Caddison Visuals LLC for print. Caddison Visuals LLC voids warranty on express rush same day printing and lamination wherein installation schedule prohibits proper 24 hour print curing. Caddison Visuals LLC expressly disclaims all warranties regarding paint jobs on non-standard OEM cars and trucks. Caddison Visuals LLC expressly disclaims all warranties on buses, planes, trains, RVs, custom vehicles and vehicles with OEM paint that is more than 6 years old. If we are asked to cover existing vinyl decals, we cannot be liable for any damage caused to these decals during the installation or removal process.

There may be extreme curves and bumps such as rivets and deep channel curves and moldings on the vehicle that the vinyl will not be able to conform to. In some small areas you will see evidence of the original color of the vehicle below the wrap. These may be small areas such as around door handles and the edges of the lights on the vehicles. In some cases, a relief cut has to be made in the vinyl that will reveal a small amount of the vehicle's original paint color underneath. In some cases, the only option is to install a patch in order to conceal a vehicle's original color. Areas under door handles, mirrors, behind gas caps, and inside door frames will not be wrapped. If we wrap extremely curved surfaces such as mirrors and bumpers, they may reveal the original paint color at the tight edges of the wrap.

In cases of curves, handles, deep grooves, rubber moldings/trim, on-the-spot adjustments may be made by the installer to assure maximum readability or alignment. In many cases there are slight differences between the printed flat paper proof and the 3 dimensional curved vehicle wrap. Due to the fact that a two dimensional print is being applied to a three dimensional vehicle, and due to the minor variances in the accuracy of the templates, the positioning of a vehicle wrap can vary from the proof.

If we are installing at the Client's nominated location, suitable conditions must exist. Vehicles need to be indoors in a clean, dust-free temperature-controlled environment, with a power

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supply and good quality lighting, and with a minimum of 5 feet working space around the entire vehicle. If the Client elects to have installation performed at a non-Caddison Visuals LLC approved location, Caddison Visuals LLC will not be held liable for any issues related to improper install conditions such as temperature or dust.

Wraps are self-adhesive vinyl that will only adhere well to catalyzed vehicle paint and glass. Poor surface paint or clear coats will not allow the vinyl adhesive to stick properly and the adhesive may fail. It is the responsibility of the vehicle owner to bring in a vehicle that is ready to be wrapped. Extreme curves and deep pockets may exceed the limits of how far the material can stretch.

When we wrap over existing vinyl strips or letters, the new wrap is thin enough on top that there will be evidence that there is old vinyl underneath the new vinyl. Caddison Visuals LLC cannot be held responsible for any damage void of vehicle warrantee or anything caused

through the application of the vinyl products. Caddison Visuals LLC is not liable if during the installation of a wrap the clear coat of the car begins to peel off. Original painted vehicles will not have any problems with the clear coat peeling off.

The installation process should not be rushed, therefore Caddison Visuals LLC reserves the right to take an additional day for issues such as transportation and weather conditions.

The wrap material that is used for vehicle wraps does not stick very well to plastic or rubber parts, such as window trim, side plastic moldings, and plastic door handles. It is advised that these areas NOT be wrapped with adhesive vinyl. Initially the vinyl will stick, but over a short period of time such as a few months, the vinyl will fall off these areas.

In most cases of vinyl lifting, if it is a materials problem the lifting will present itself in the first few weeks after the initial installation. In most cases it is advised that the vehicle wrap be fixed so that the vinyl does not continue to peel back and become contaminated. It is not uncommon to see small areas of the wrap lifting soon after the installation is complete.

REMOVALS

If removal is required, the client will be made aware of any possible damages that could arise. Caddison Visuals LLC will not be held responsible for any damage that could occur during the removal of previous installations. Any additional time on site that was not discussed prior to arriving on site may result in additional fees. Should anyone on site turn away or reject the scheduled removal, and/or a revisit is required, additional fees will be charged.

While we strive to provide the best possible service, please note that there may be limitations to the complete removal of certain graphics. Factors such as the type of material, age, condition, or previous treatments may affect the outcome. We will make every effort to minimize any residual effects, but we cannot guarantee complete restoration or removal in all cases.

In cases where the actual time taken for graphic removal exceeds the estimated duration or if the graphics prove to be more difficult to remove than initially anticipated, additional fees may apply. These fees will be communicated to you prior to proceeding with any additional work and will be based on the extra time, resources, and expertise required to complete the removal successfully.

We cannot be responsible for damage to paintwork when the vinyl is removed, and would not advise application of a wrap on a re-sprayed surface, or poor quality/rusted paintwork. Please note, our experience shows that removal of vinyl designed for vehicle wraps from good quality factory original paintwork will not damage the paintwork. However, it is the duty and

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responsibility of the owner of the vehicle to ensure suitability of the existing surface before it is wrapped. In the event that we are asked to remove pre-installed vinyl or other graphics which were installed by a company other than Caddison Visuals LLC, we will make every effort to remove the existing vinyl, but will not be held responsible for any damage that may occur to the

surface of the painted vehicle after removal.

EQUIPMENT RENTALS

Caddison Visuals, LLC does provide equipment rentals for a fee. Should the job require any rentals, such as lifts, scaffolding, etc, this will be included in the estimate. If a job is canceled and the equipment rental is unable to be canceled or has already been delivered to the job site, the customer is still responsible for paying the equipment rental fee. See additional details below regarding job cancellations.

Should the customer request to take the responsibility of booking an equipment rental for the job and it is not available during the scheduled date and time, additional fees will be charged for time on site. Should anyone on site turn away or reject the contractor, and/or a revisit is required, additional fees will be charged. In some cases, installers are not able to wait on site for an equipment rental to arrive if it is substantially late, which will result in a revisit and additional fees.

JOB CANCELLATIONS

If you need to cancel a scheduled job, we kindly request that you provide us with written notice at least two days prior to the scheduled time frame. This allows us to adjust our resources and schedule accordingly.

In the event that a job is canceled without the required two-day written notice, a cancellation fee may apply. In some cases, this may be the same amount as the original labor fee notated on the estimate. This fee is necessary to compensate for any costs incurred, including preparation, scheduling, and potential loss of other opportunities during the reserved time frame.

The cancellation fee will be determined based on the specific circumstances of the job and will be communicated to you upon cancellation. We strive to keep this fee reasonable and fair, taking into account the resources and efforts already invested in preparing for the job.

We understand that unforeseen circumstances may arise, and we will consider exceptions to the cancellation fee policy on a case-by-case basis. If you encounter any unexpected situations that prevent you from providing the required notice, please contact us as soon as possible to discuss the matter.

All cancellation requests must be submitted in writing or through our official communication channels. Verbal cancellations or cancellations made through unofficial channels, such as text, will not be considered valid.

MODIFICATION OF TERMS AND CONDITIONS

We can amend these Terms and Conditions at any time and will update these Terms and Conditions in the event of any such amendments. It is your sole responsibility to check the Site

from time to time to view any such changes in this agreement. Your continued use of the Site or the Service signifies your agreement to our revisions to these Terms and Conditions. We will endeavor to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

GENERAL TERMS

If any part of this Terms and Conditions agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

You agree that any cause of action related to or arising out of your relationship with Caddison Visuals LLC must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

We may assign or delegate these Terms and Conditions, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or

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obligations under the Terms and Conditions without our prior written consent, and any unauthorized assignment or delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, UNDERSTAND THE TERMS AND CONDITIONS, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS AND CONDITIONS REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

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