

## Terms and Conditions - Sales

**1) Acceptance of Orders:** An order is not valid, nor shall it be a binding contract upon the Company, unless it is in accordance with these terms and conditions and shall have been received and approved by Innovative Acrylics llc.

1.01) Any contracts or purchase orders executed based off a Innovative Acrylics llc proposal must include:

- The proposal as an attachment or exhibit.
- B.1001 / Terms and Conditions of Sales as an attachment or exhibit.

### 2) Payment Terms:

2.01) Equipment and Materials:

- A Fifty percent (50%) deposit is required upon execution of this proposal and prior to ordering or fabrication of materials.
- The remaining Fifty percent (50%) will be paid prior to shipment of materials.

2.02) Installation:

- Fifty percent (50%) deposit is required upon execution of this proposal
- The remaining Fifty percent (50%) deposit is due prior to start of installation/on-site services.

2.03) Special Considerations:

- All payment terms are pending a credit application and approval.
- Innovative Acrylics llc reserves the right to adjust payment terms at anytime during the course of the contract.
- PLEASE MAKE CHECKS PAYABLE TO: (Innovative Acrylics llc).
- All payments will be first applied to invoices past due before crediting marked invoices.

**3) Termination of Offer:** The quotation is valid for Thirty (30) days from the date of the quote. All proposals that have a subtotal in excess of \$100,000.00 require a watermark stamp of approval from estimating. Proposals in excess of \$100,000.00 not containing the approval stamp will NOT be honored.

**4) Delivery Date Estimation:** Shipment date is based on (Innovative Acrylics llc) material availability and current backlog. Innovative Acrylics llc may adjust delivery date at the actual time of order acceptance.

**5) Freight Expenses:** Estimated shipping charges are for reference only; actual shipping charges may be more or less. Customer is responsible for all packing and shipping charges. Unless otherwise agreed in writing, all shipments are F.O.B. point of origin Innovative Acrylics llc, at the purchaser's expense.

**6) Sales Taxes:** Applicable sales tax if any is not reflected in amount totals. Customer must provide a resale/exemption certificate. Otherwise, Customer will be responsible for all applicable state and county sales tax for the equipment, as well as freight and/or installation (if applicable).

**7) Material Specification:** Materials used are cell cast PMMA acrylic sheet, fiberglass reinforced plastic, concrete and glass. When buyer has not already supplied drawings, seller will provide drawings prior to fabrication to purchaser for design and dimensional approval.

**8) Packing and Packaging:** Innovative Acrylics llc will palletize; surface and edge protect the goods for shipment at purchaser's expense.

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**9) Protective Shipping Paper or Film:** Never leave the film or paper protective masking on the acrylic surface. Always remove film or paper masking prior to hydro testing and never expose to direct sunlight. Film or paper masking left on acrylic surface for prolonged durations will result in the adhesive solidifying, making the removal difficult. Removal of solidified masking may result in the damage of the acrylics surface.

**10) Identification: Risk of Loss:** Passage of Title: Innovative Acrylics llc shall notify purchaser as soon as the goods are ready for shipment.

10.01) Title of goods:

- Title to the goods shall remain with Innovative Acrylics llc until purchaser takes physical possession of, and pays the full purchase price for the goods. Risk of loss of the goods shall pass to the buyer upon on site approval by Innovative Acrylics llc or release to shipping company of the goods.

**11) Promotional Use:** User and purchaser hereby grants, at no charge, to Innovative Acrylics llc and it's subsidiaries, the right to use and reproduce the name of purchaser, the work, the building at the site, and photographs, videos, audios, and other likenesses and reproductions thereof for Innovative Acrylics llc promotional purposes.**2.01) Equipment and Materials:**

11.01) Site Access:

- The user hereby grants Innovative Acrylics llc access at a mutually agreeable time to photograph and videotape the exhibition at owner's site after it is assembled. Innovative Acrylics llc hereby agrees not to publish the above - mentioned materials prior to the opening of the exhibition.

**12) Installation:** Innovative Acrylics llc will install the aforementioned equipment and materials for the above stated amounts.

12.01) Installation Pricing & Exclusions:

- Excludes, site mobilization charge, per diem, hotel accommodations, and travel expenses.
- Any rigging, crane, or forklift rentals and associated labor charges to perform the installation.
- ANY EQUIPMENT SPECIFICALLY EXCLUDING I.E. OWNER PROVIDED OR OUTSIDE SCOPE.
- Removal and reattachment of exterior building envelope.
- Assumes purchase of all sections.
- Off loading and setting of materials.
- ONE (1) mobilization for installation. Should additional site visits be required due to other trade work or unfinished site conditions, Innovative Acrylics llc and the Customer prior to creating or changing any travel arrangements must execute a written change order. Customer agrees to compensate Innovative Acrylics llc for any increase in such services pursuant to Innovative Acrylics llc.

**13) Pricing:** Assumes purchase of all sections. Any deletions, omissions or changes will affect the unit and total contract price.

**14) Exclusions:**

- 14.01) Any equipment not specifically listed above or as otherwise mutually agreed to in writing by the parties.
- 14.02) All invoices are subject to change pending final design.
- 14.03) Removal and reattachment of exterior building envelope
- 14.04) Any rigging, crane, or forklift rentals and associated labor charges to perform the installation
- 14.05) ANY EQUIPMENT SPECIFICALLY EXCLUDING I.E. OWNER PROVIDED OR OUTSIDE SCOPE

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- 14.06) Off loading and setting of materials.
- 14.07) Additional Control Panels. Must be provided by third party at Customer's sole expense.
- 14.08) Interconnecting piping between exhibit tanks and LSS spaces. Innovative Acrylics llc will tie in to interconnecting piping inside the LSS spaces at stubs.
- 14.09) Any labor/material for below grade or non-PVC pipe/fittings.
- 14.10) Any demolition, site prep, wall penetrations, concrete cutting, trenching or re-routing of existing utilities
- 14.11) Painting, insulation, jacketing, or encasement of any plumbing or backfilling of pipe trenches.
- 14.12) Motor starters, Hand-Off-Auto (HOA) switches, variable frequency drives, sub-panels, disconnects, and electrical hook-up for all electrical equipment.
- 14.13) Licensed Electrical (wiring, engineering or installation) services
- 14.14) Any engineering services, unless otherwise specifically stated in the scope of work
- 14.15) Labor/material for electrical line and low-voltage wiring and conduit.
- 14.16) Material handling equipment and labor to offload, transfer, and set equipment.
- 14.17) Backflow prevention devices and any equipment/valves/fittings/labor for connections to the civil system/ utilities.
- 14.18) Any equipment/materials/labor on non-animal water system side of heat exchangers.
- 14.19) Ductwork, exhaust fan and associated roofing as required.
- 14.20) Water/Electricity for system start-up and testing.
- 14.21) Any permits, taxes, license, fees, collection cost or attorney fees if applicable.
- 14.22) This exclusion list is not all-inclusive and may be amended by Innovative Acrylics llc as design or scope changes.

**15) Warranty Period:** Warranty of equipment shall match the specific warranty set forth by the various manufacturers in their warranty statements unless specifically stated otherwise in the scope of work.

- 15.01) All equipment must be installed, operated, and maintained according to the manufacturer's instructions to prevent voiding the warranty.