

Terms and Conditions

1. Quotations & Acceptance of Quotations

1. Quotations are valid for 60 days.
2. The quotation does not represent any obligation until Optimum signs Ltd accepts the purchaser's order.
3. OSL conditions shall apply to the entire exclusion of those of the purchaser and no variation thereof shall be binding upon OSL unless and until accepted in writing by a duly authorized person on behalf of OSL
4. Telephone orders will be accepted only with the purchaser's official order number. A follow up email confirmation of the order request or copy of the order is required to be submitted to OSL within 48 hours.

2. Price & Delivery

1. Prices do not include tax
2. Delivery will be ex-works and goods will be packed to the OSL normal specification in non-returnable packing. Shipping will be arranged at the purchaser's request and expense.
3. Any delivery period quoted is an estimate only and commences from the acknowledgement of the purchaser's order. Provided OSL take all reasonable steps to deliver the goods at the time stated, OSL shall be under no liability for any failure or delay in delivery.
4. OSL reserves the right to deliver in more than one shipment and to invoice each shipment separately.
5. Purchasers outside the US are responsible at their own expense for obtaining any import license necessary to export from the US, unless the purchaser's office issuing the purchase order is located in the US.
6. All contracts for export from the US shall be in accordance with INCOTERMS latest addition or any amendment or re-publication thereof for the time being in force at the date of the contract.

3. Title & Risk

1. Legal title to the goods shall remain with OSL until such time as OSL has received payment of the price of the goods and of the price of any other goods or services previously or subsequently supplied by OSL to the purchaser whereupon such title shall pass to the Purchaser.

Insofar as the goods may be delivered to the purchaser prior to the time when title thereto passes to the purchaser as aforesaid the purchaser shall until such time hold the goods as the fiduciary agent and bailee of OSL and shall accordingly remain liable to account to OSL for the goods or, if the same shall be sold by the purchaser (which the purchaser shall be entitled to do as the fiduciary agent of OSL, but as between the purchaser and the purchaser's customer, only as principal and without creating any relationship, disclosed or undisclosed between OSL and such customer), for all of the proceeds, tangible and intangible (and including without limitation insurance proceeds and proceeds of proceeds), thereof. The purchaser shall, as trustee for OSL, pay such proceeds into a bank account separate from all other bank accounts and other monies and assets of the Purchaser and third parties. The Purchaser shall store the goods separate from any other goods of the purchaser and of third parties and shall identify the goods as the property of OSL. The purchaser shall not remove any identifying marks placed on the goods by OSL.

2. Notwithstanding the retention by OSL of legal title to the goods:
 - i. Risk in the goods shall pass to the Purchaser on delivery to the purchaser's delivery address and the Purchaser shall arrange for OSL'S interest in the same to be noted on all relevant insurance policies, and
 - ii. OSL shall be entitled to maintain an action against the purchaser for the price of the goods or any part thereof.

3. The Purchaser may exercise its right to sell the goods as the fiduciary agent of OSL in the usual course of the Purchaser's business but such right:
 - i. May be revoked at any time by OSL giving notice to the effect if the purchaser is in default for longer than 30 days in the payment of any sum whatsoever due to OSL (whether in respect of the goods or of any other goods or services supplied at any time by OSL to the Purchaser or for any reason whatsoever) or if OSL has Bona Fide doubts as to the solvency of the Purchaser.

And:

- ii. Shall automatically cease if a receiver, manager or administrator is appointed over the assets, undertaking or property of the Purchaser, or a winding - up or administration order against the Purchaser is made or petitioned, or any petition or order in bankruptcy against the Purchaser is presented or made, or the Purchaser goes into voluntary liquidation (otherwise than for the purposes of reconstruction or amalgamation while solvent) or calls a meeting of or makes arrangements or compositions with Creditors.
4. Upon determination of the Purchaser's rights of sale under condition (c) (i) or (c)(ii) above, the purchaser shall place the goods at the disposal of OSL (who shall be entitled to enter any premises of the Purchaser for the purpose of removing the goods and to remove the goods from the said premises) and/or, as the case may be, pay to OSL the proceeds then held by the Purchaser as trustee for OSL in accordance with condition 3(A).

4. Payment & Set Off

1. Payment for deliveries shall be due 30 days from the date of invoice except where OSL stipulates CWO or COD terms. OSL reserves the right to charge interest at 2% per month on any sum outstanding after the due date.
2. Payments for exports from the US shall be made in the US through an irrevocable letter of Credit established in favour of OSL and confirmed by a national clearing bank. The letter of credit shall:
 - i. Have an initial validity equal to the delivery period plus one month,
 - ii. Permit part shipments and:
 - iii. Provide for the release on each shipment of 100% of the contract value thereof. No liability to deliver goods shall arise before OSL receives such a letter of credit
3. Any discounts specified by OSL shall apply only where payment is received as indicated above. Payment shall not be withheld on account of any claim by the purchaser against OSL. OSL reserves the right to suspend deliveries where payment for any order, related or otherwise has not been made by the due date and remains outstanding.
4. If at any time any sum of money becomes payable for OSL to the purchaser under or in connection with the contract or any breach thereof by OSL, OSL shall be entitled, in addition to any other rights of set-off conferred by law, to set-off against such sum any amount then due, or which may at any time thereafter become due, to OSL from the Purchaser (or any other company in OSL'S Group of companies) under the contract or any other contract, order or transaction between OSL (or any other such company) and the Purchaser.

5. Description & Date

1. Where OSL is the manufacturer, goods will be supplied substantially as described but the right is reserved to make design changes that do not lower their performance, affect the mechanical interchangeability or

increase in price. Where OSL is not the manufacturer, goods will be supplied to the manufacturer's current specification and finish.

2. OSL shall make every effort to ensure the accuracy of technical data or literature relating to the goods, but OSL (so far as permitted by law) accepts no liability in contract, tort or otherwise for any damage or injury arising directly or indirectly from any error or omission in such technical data or literature.

6. Guarantee

1. Subject of 7(A.) OSL Guarantees at its discretion to replace or repair (parts and materials without charge), any of the goods found to its satisfaction to be defective within 60 months of the date of delivery, owing to faulty design, materials or workmanship, provided that the goods have not been modified or repaired other than by OSL and have been operated, stored and maintained within OSL'S recommendations for use. In the case of goods repaired or replaced by OSL the guarantee shall terminate at the end of the original guarantee period.
2. Goods returned under this guarantee must be delivered to OSL premises at the Purchaser's expense accompanied by OSL's original packing note, a statement of the reason for the return and a CR number issued by OSL.
3. OSL's liability under conditions 6 (A and 7 (A is the sole liability of OSL as regards the quality, fitness, descriptions or correspondence with sample of the goods. All other representations, warranties, conditions, terms and statements in such regard, express or implied, statutory or otherwise, are excluded, save where not capable of exclusion by law.
4. Goods shall not be considered defective for the purposes of these conditions unless:
 - i. They are not in accordance with any specification of the Purchaser in writing by OSL, or
 - ii. If there is no such specification or to the extent that such specification is silent as to any aspect of the design, function, performance, tolerances, quality or characteristics of the goods, the goods do not conform to OSL'S published information (if any) or otherwise to the standards which OSL considers normal or usual for products of the kind sold at a similar price.

OSL is not in a position to ensure that the Purchaser's specification is correct and/or sufficient for the purposes intended by the purchaser, and the Purchaser is solely responsible therefore. If there is no such specification or to the extent that such specification is silent as to any aspect of the design, function, performance, tolerances, quality or characteristics of the goods, the goods do not conform to OSL's published information (if any) or otherwise to the standards which OSL considers normal or usual for products of the kind sold at a similar price.

5. It is the Purchaser's responsibility to install OSL's goods in such a way as to comply with all relevant electrical or other regulations.
6. OSL does not accept and will not be held liable for any consequential losses. See section 14.

7. Goods Not Manufactured By OSL

1. Goods not manufactured by OSL and all software are supplied on the condition that OSL's liability in contract, tort or otherwise shall in no circumstances extend beyond the liability to OSL or the manufacturer or supplier of such goods or software. In particular, but without limitation, the benefits of the supplier/manufacturer's guarantee or warranty attaching to the goods or software shall be made available to the Purchaser and condition (6 shall not apply.
2. By ordering goods or software the Purchaser agrees to:
 - i. Comply with the terms of any license granted to OSL in respect thereof and:

- ii. Indemnify OSL and keep it indemnified against any claim made by the relevant licensor against OSL as a result of any act or omission on the part of the purchaser.
3. Details of the aforementioned guarantee, warranty and license (if applicable) are available on request from OSL.

8. Force Majeure

OSL shall have no liability in respect of failure or delay in delivery or in performance of any obligation under the contract due to any cause outside OSL's control, including but not limited to act of God, fire, floods, war, civil disturbances, riot, act of Government, currency restriction, industrial disputes, unavailability of materials or failure of supplier, carrier or sub-contractor to deliver on time.

9. Price Variation

OSL reserves the right to increase the price of goods in proportion to any increase of costs to OSL between the date of acceptance of the order and delivery (including without limitation costs relating to exchange rates, labour, materials, transport and taxes) or where increase is due to any act or default of the Purchaser, including without the limitation the cancellation by the Purchaser of part of any non-adherence of agreed call-off or schedule delivery arrangements.

10. Storage

When delivery is delayed for reasons attributable to the Purchaser or its agents:

1. Storage and other additional costs will be charged to the Purchaser.
2. The goods will be at the Purchaser's risk from the date of commencement of such delay.
3. The original delivery date shall be the date of the commencement of the guarantee.
4. OSL may invoice the price on the original delivery date.

11. Intellectual Property Rights (I.P.R)

1. The sale of the goods and the publication of any information or technical data relating thereto does not imply, and OSL gives no warranty as to freedom from the patent, registered design or other industrial property rights of third parties (whether arising or created before or after the date of delivery of the goods) in respect of the goods or any particular application thereof or any method in which the goods are used or disposed of or any combination of the goods with or into any other product (whether or not supplied by OSL), whether or not that application, method or combination is the only application, method or combination in which the goods can be disposed of or used.
2. The Purchaser warrants that any design and specifications supplied or specified by it to OSL will not involve the infringement of any IPR in the manufacture and sale of goods by OSL.
3. The Purchaser undertakes to indemnify and keep indemnified OSL against all royalties, claims, actions, demands, proceedings, losses and costs in connection with any infringement or alleged infringement of any IPR arising out of or in connection with the matters described in paragraphs (A) and/or (B) above.

12. International Export Control Regulations

1. OSL shall in no circumstances be liable for any damage, loss or claim howsoever occasioned by an act or omission on the part of the Purchaser in contravention of any regulations issued by foreign governments concerning the export of goods, services, or technology.
2. Any goods supplied by OSL whose export from the United States is restricted by any aforementioned regulations shall not be exported by the Purchaser without the prior approval of the relevant authorities concerned with the administration of such regulations.

13. Purchaser's Items

Items supplied by the Purchaser for the contract shall be of suitable quality and shall be provided free of charge in the quantities and at the times required by OSL. Any defect in such items shall not entitle the Purchaser to rescind the contract, reject the goods, make deductions from the contract price or claim damages in respect of such defects and the Purchaser shall indemnify and keep indemnified OSL from and against all actions, demands, claims, proceedings, losses or costs arising from the supply of defective items by the Purchaser.

14. Limitation of Liability

1. Save in the case of personal injury or death caused by the negligence of OSL and other than as provided in conditions (6.) and (7.), OSL shall not be liable in contract, delict, breach of statutory duty or otherwise for any loss, injury, destruction or damage suffered by the Purchaser whatsoever or howsoever arising out of or in connection with the supply of goods or services by OSL.
2. If for any reason the provisions of conditions (6.) (C.), (11.) and (14.) (A.) are of no effect in respect of a claim against OSL, OSL's liability in respect of that claim shall in no event exceed the price paid for the relevant goods or services by the Purchaser.
3. OSL accepts no liability whether in contract, delict, breach of statutory duty or otherwise for any loss of use, profits or contracts or for any other form of consequential or indirect loss or damage.

15. Cancellation & Returned Goods

1. Cancellations will not be accepted for Customer - specific (OEM) or non - catalogued items. If OSL agrees to accept cancellation or part cancellation of an order a charge of 15% of total order price will be made or \$40, whichever is greater.
2. No returns are permitted without OSL's previous agreement and a CR number issued by OSL.
3. Agreed returns must be at the Purchaser's expense in original condition and, if tested by OSL, will be subject to a charge of 15% of the goods value (excluding batteries).

16. Termination

If the Purchaser commits any breach of the terms and conditions of contract or suffers distress or execution or becomes insolvent or commits an act of bankruptcy or enters into any arrangement or composition with his Creditors or goes or is put into liquidation (other than solely for amalgamation or reconstruction while solvent) or if a receiver or administrator is appointed over any part of the Purchaser's business, OSL may without prejudice to any rights which may have accrued or which may accrue terminate the contract summarily by written notice.

17. Law

Any question relating to any quotation or any contract subject to these conditions or agreed amendment of these conditions shall be determined in all respects by the laws of the United States in the state of Minnesota.

18. Privacy Notice

1. Optimum signs Ltd knows that you care how information about you is used and shared, and we appreciate your trust and what you do to feel confident in our services and security as it relates to your personal information. This notice describes our privacy policy. By visiting Optimum signs Ltd, you are accepting the practices described in this Privacy Notice.
2. What Personal Information about Customers Does Optimum signs Ltd Gather?
The information we learn from customers helps us personalize and continually improve your browsing experience at Optimum signs Ltd
Here are the types of information we gather:

- *Information You Give Us:* We receive and store only the information you enter on our Web site or give us in any other way. You can choose not to provide certain information, but then you might not be able to take advantage of some of the features. We use the information that you provide for such purposes as responding to your requests for newsletter, sales enquiries, technical support or allowing you to log in to secure areas of our website.
- *Automatic information:* We receive and store certain types of information whenever you interact with our website. For example, like many web sites, we sometimes use "cookies," that allow functionality of the website to operate correctly in your browser.
- *E-mail Communications:* If you have previously signed up for emails we will periodically send you newsletters of our services and products, notifications of changes to our products or policies etc. You may choose to stop receiving these e-mails at any time by using the link provided in the email.

3. What about Cookies and EU Cookie Law?

Cookies are alphanumeric identifier text files that may be transferred to your computer's hard drive through your Web browser to enable websites to provide advanced functionality.

Without your permission our website will only store the minimum information absolutely necessary for operation of the website.

If you block cookies entirely you may find that certain features of the website may not operate properly or at all.

If you 'opt in' for cookies on our website, cookies will only be used to help enhance your browsing experience (for example remembering settings/user name or similar) or for analytics - for example what you are looking at on our website. Optimum signs Ltd will not use cookies for any form of advertisement and cookie information will never be passed on to third parties.

4. Does Optimum Signs Ltd Share the Information It Receives?

We respect your privacy and appreciate your business. At no time do we ever provide your details to any third party vendor, associate or service provider unless absolutely necessary in order to provide the service or products you want. An example may be sending an order you have placed with us. This will be sent via a courier (such as UPS) and for this we must provide name and address in order for the goods to be delivered.