

Internet Sales Freight and Delivery Policy

1. Free delivery via UPS or local delivery truck (if applicable) on most internet orders greater than \$150.00 shipped within the continental United States. Orders less than \$150.00 will incur UPS charges plus a handling fee (\$3.00).
2. Freight/Delivery surcharges may apply for certain non-stocked items, including paints and hazardous materials, and certain oversized products if delivered by UPS or other third party carriers.
3. NM Sign Supply is not responsible for any duty, taxes or brokerage fees incurred by the Department of Trade or Customs.

Additional Terms and Condition of Sale

1. All amounts due for goods and services purchased from NM Sign Supply, Inc. are payable at the address shown on the NM Sign Supply, Inc.'s invoice(s) and statement(s) of accounts. All amounts due NM Sign Supply, Inc. are payable in full according to the terms stated on each invoice without offset or deduction.
2. All First time orders will be sent COD, CASH, certified Check or credit card with signed purchase order. All internet sales are accepted using credit cards only. Company check may be accepted on subsequent sales with prior approval.
3. Visa, Mastercard, American Express and Discovery Card accepted.
4. The customer shall be liable for the payment of all orders sent C.O.D and refused (for any reason) at the time of delivery
5. COD charge is \$4.50 per package
6. A \$30.00 fee will be added on any returned check, regardless of the reason.
7. Freight and Delivery charges will be paid by the customer, unless waived by NM Sign Supply, Inc. consistent with the Internet Sales Freight and Delivery Policy, or the Direct Sales Freight and Delivery Policy, whichever is applicable, which will be provided upon request.
8. All merchandise is tax-exempt to qualified resellers of signs, graphics, etc. that provide us with a resale certificate.
9. NM Sign Supply, Inc. may extend credit or cancel an extension of credit and/or discontinue deliveries at any time.
10. NM Sign Supply, Inc. may regardless of the terms stated on the invoices, require all outstanding amounts to be paid in full on demand in the event that sales to the Customer are discontinued for any reason; and Customer shall make payment without offset or deduction.
11. As security for any and all amounts due NM Sign Supply, Inc., Customer hereby grants to NM Sign Supply, Inc. a security interest in all equipment, supplies, merchandise, inventory and other goods purchased from NM Sign Supply, Inc. and in the proceeds and products thereof; and at NM Sign Supply, Inc.'s request, Customer shall, from time to time, execute and deliver Uniform Commercial Code financing statements to NM Sign Supply, Inc. for filing as a public record. NM Sign Supply, Inc.'s security interest is junior to any conflicting security interest of Customer's commercial bank (if any such security interest now exists).
12. If any amount due NM Sign Supply, Inc. is not paid when due, a finance charge of one and one half percent (1 ½%) per month of the balance (18% per annum) or the maximum rate allowable by law (whichever rate is less) shall accrue from the due date until paid.
13. Except for express warranties that NM Sign Supply, Inc. may put in its invoice(s), NM Sign Supply, Inc. makes no warranty about its goods and services; and Customer buys them "as is." In no even shall NM Sign Supply, Inc. be liable for lost profits or consequential damages.
14. All sales to Customer are final. Customer must obtain NM Sign Supply, Inc.'s written authorization before returning any goods. Authorized returns will be subject to a restocking charge of at least 5%.
15. In the event the Customer requests NM Sign Supply, Inc. to stock and deliver proprietary goods, (i.e. goods having a limited use or market or not otherwise commonly stocked by Supplier) and the Customer ceases to purchase such goods from Supplier, NM Sign Supply, Inc., will require the Customer to purchase the proprietary goods then in stock at NM Sign Supply, Inc.'s normal price.
16. All transactions arising under this Agreement shall be governed by the laws of the state of Illinois or the county where NM Sign Supply, Inc. is located.
17. In the event Customer's account becomes delinquent, Customer shall be responsible for the reimbursement of all costs for pursuit of payment of outstanding amount. Said costs may include but not be limited to debt collection costs, court costs and reasonable attorney's fees, regardless of whether litigation is initiated."
18. At NM Sign Supply, Inc.'s option, any claim or controversy arising out of this Agreement or the breach hereof shall be settled by an arbitrator from the American Arbitration Association according to the general arbitration statute of the state of Illinois; and at NM Sign Supply, Inc.'s options the arbitration hearing shall be convened whether in the county where NM Sign Supply, Inc. is supplying the Customer or the county where Customer's business is located. The arbitration shall be conducted by a single arbitrator, who shall be an attorney at law. The arbitrator shall make his/her award according to this Agreement and applicable principles of law and equity. The arbitrator shall allow reasonable pre-hearing discovery. The guarantor(s) of Customer's obligations may be joined as an additional party or parties. The arbitration award may be entered in any court with jurisdiction.
19. This agreement is the entire agreement between the parties concerning Customer's purchases from NM Sign Supply, Inc.; and all prior and contemporaneous agreements are merged herein. All amendments hereto and waivers of any rights hereunder shall be in writing and signed by the parties. All of Customer's purchases from NM Sign Supply, Inc. shall be subject to this Agreement and to the terms of NM Sign Supply, Inc.'s sales confirmations, statements and its other account documents, and subject to the terms of no other form or document. If there is any conflict between the terms of this invoice, on the one hand, and the terms of any existing NM Sign Supply, Inc. negotiated purchase agreement with the Customer, the purchase agreement shall bind and benefit the heirs, successors and assigns of the parties. If an arbitrator or court with jurisdiction determines that any term of this Agreement is unenforceable, the other terms shall remain in full force and effect. Time is of the essence in performing all of the terms of this Agreement. This Agreement shall be construed according to its fair meaning and not for or against any party.
20. All Prices, Freight and Delivery Policies, and Conditions of Sales are subject to change without notice.

Terms of Use of Web Site

NM Sign Supply, L.L.C.. ("NMSS") operates this Site to provide online access to information about NMSS and the products, services, and opportunities we provide (the "Service"). By accessing and using this Site, you agree to each of the terms and conditions set forth herein ("Terms of Use"). Additional terms and conditions applicable to specific areas of this Site or to particular content or transactions are also posted in particular areas of the Site and, together with these Terms of Use, govern your use of those areas, content or transactions. These Terms of Use, together with applicable additional terms and conditions, are referred to as this "Agreement."

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