



## TERMS & DISCLOSURES

1. Any and all transactions between ProWraps, Inc.<sup>®</sup> and its customers are subject to these terms and conditions
2. Materials shall be paid in advance and prior to commencement of any work.
3. Payment forms include money order, cash, company check and credit card. Credit card transactions will be subject to a 3% convenience fee.
4. Final payments shall be due for each vehicle upon completion or unless agreed to by both parties.
5. Customer agrees to pay all costs of collection in the event of default of payment by Customer, including reasonable attorney's fees and costs. In the event of delinquent payments, the Customer shall be charged a rate of 1.5% per month. Venue for any dispute regarding the enforcement of this agreement shall be Sacramento, California.
6. Customer agrees that any additional work on materials not specifically set forth in the invoice are an extra which shall be billed and charged by PROWRAPS, INC.<sup>®</sup> at its regular prices including, but no limited to, hourly rates for labor and services of \$150.00 per hour and costs for goods and materials at costs plus twenty percent. Customer agrees that it shall pay for all extras billed and charged by PROWRAPS, INC.<sup>®</sup> within ten (10) days of invoice and subject to a late charge of 1.5% per month.
7. The terms of this invoice are good for a period of ten days at which time if not accepted shall be subject to change.
8. All invoices and agreements are subject to the accompanying General Terms and Conditions.

### GENERAL TERMS AND CONDITIONS

#### 1. Condition of Vehicles for Wrap Installation.

Customer agrees to have all vehicles delivered for wrap installation at Customer's sole costs and expense, damage free, washed, dried and in a ready to install condition. Neither PROWRAPS, INC.<sup>®</sup> nor its designated agents or sub contractors shall be responsible for any damage sustained to any vehicle prior to delivery. Any damage sustained to a vehicle prior to delivery will be noted by PROWRAPS, INC.<sup>®</sup> and/or its designated agents to subcontractors upon delivery and such damage will excuse and invalidate the warranty provided by PROWRAPS, INC.<sup>®</sup>. Customer shall be responsible and bear the risk of all loss for any vehicle prior to delivery. If a vehicle is delivered to a designated location in a damaged condition, Customer shall have the vehicle repaired or replaced, at its sole discretion, and its sole costs and expense. PROWRAPS, INC.<sup>®</sup> shall have no obligation to install any wrap upon a damaged vehicle unless instructed by Customer to do so otherwise in which case Customer waives and releases PROWRAPS, INC.<sup>®</sup> from any warranty provided herein. If a vehicle is not delivered to the designated location in a washed, dried and ready to install condition, PROWRAPS, INC.<sup>®</sup> shall charge, and Customer shall pay to PROWRAPS, INC.<sup>®</sup>, an additional extra charge of \$150.00 per hour and vehicle that requires washing and drying prior to installation.

## **2. Artwork.**

ProWraps, Inc.® is not responsible for errors in spelling, color, or design in regards to any and all artwork submitted by the client to ProWraps, Inc.® It is assumed that all artwork submitted to ProWraps, Inc.® by the client has been approved by client prior to submission and is production ready. All artwork created by ProWraps, Inc.® will be submitted to client via a digital proof for approval. Prior to any digital printing all digital proofs must be approved by signature and returned to ProWraps, Inc.® via fax, mail or email. Upon approval, ProWraps, Inc.® will not be held responsible for any errors or omissions in regards to spelling, color or design.

## **3. Appearance and alterations.**

Client understands that the product purchased is a vehicle wrap. It is also understood that unlike a paint job on a vehicle, there can and will be seams, and patches that are necessary to cover entire vehicle and its contours and irregularities. It is also understood that upon approval of final graphic proofs, some changes to the finalized artwork may be necessary at time of installation to allow the vehicle wrap to the vehicle's shape. Client understands that the use of overlaid decals and contour cut decals are used when necessary. Client authorizes PROWRAPS, INC.® to make such necessary changes.

## **4. Paint condition and failures.**

ProWraps, Inc.® is not responsible for paint failures due to spray paint, uncured paint, bad or defective factory paint jobs, or any paint that peels, cracks, or chips during the course of the wrap installation.

## **5. Down Time and On-site Installations.**

In the event that an on-site installation is scheduled by the client, any and all down time will be billed at \$150/hour. All client specified installations will be subject to approval based on location, weather, and availability. Any and/or all aspects of client installation location that do not meet 3M's warranty standards will be subject to a loss of warranty of product and installation. All on-site installations will be documented on a 3M approved warranty sheet.

## **6. Pickup of Completed Vehicles.**

Customer shall pick up and take delivery of any vehicle when the wrap installation has been completed at its sole costs and expense. Customer shall bear all risk of loss for any vehicle after completion of the wrap installation. Any vehicle not picked up after completion will be subject to an additional charge and storage fees in the amount of \$75.00 per day.

## **7. Cancellations.**

Cancellations within 48 business hours are subject to a \$500 cancellation fee. Any and all travel fees incurred will also be billed. Rescheduled appointments are subject to the next available installation date.

## **8. Indemnity by Customer.**

Customer agrees to indemnify and hold PROWRAPS, INC.® harmless from any and all claims, causes of action or damages caused by Customer and/or its agents or subcontractors including reimbursement of reasonable attorney fees and costs.

