



ProWraps, Inc® Terms

1. Any and all transactions between ProWraps, Inc.® 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 within ten (10) days of installation and completion.
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.® at its regular prices including, but no limited to, hourly rates for labor and services of \$75.00 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.® 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.® 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.® and/or its designated agents to subcontractors upon delivery and such damage will excuse and invalidate the warranty provided by PROWRAPS, INC.®. 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.® 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.® 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.® shall charge, and Customer shall pay to PROWRAPS, INC.®, an additional extra charge of \$75.00 per 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 retured 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 seems, and patches that are necessary to cover entire vehicle and it's contours and irregularities. It is also understood that upon approval of nal graphic proofs, some changes to the nalized 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 durring 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 \$110/hour. All client specied 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 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.

9. Severability.

In the event any portion of a provision of this agreement is deemed to be invalid or unlawful, the remainder of such provision and all other provisions shall remain in full force and effect and binding upon the parties.

10. Counterparts.

This agreement may be signed in any number of counter parts including by way of facsimile and all of which shall be deemed an original and one in the same.

11. Integration and Amendments.

This agreement constitutes the full and final understanding of the parties. The parties agree that there are no other agreements or understandings by and between them except as recited and memorialized in this agreement and that they are not relying upon any other oral statement or understanding outside of this agreement to enter into same. This agreement cannot be modified or amended unless agreed to in a writing signed by the parties.

12. Time is of the Essence.

Time is of the essence for each and every performance required under this agreement. The waiver of any timely performance or obligation required under this agreement shall not constitute or be deemed a waiver of any right to demand or require timely, prompt and compliant performance in the future.

Effective date: Dec 01, 2015

Printed Name

Title

Date

Signature