

TRUEFIT GRAPHICS INC.

GENERAL TERMS AND CONDITIONS OF SALE

Effective Date: August 3, 2026

These General Terms and Conditions of Sale ("Terms") govern all quotations, proposals, order confirmations, invoices, sales, deliveries, products and services provided by **TrueFit Graphics Inc.** ("TrueFit Graphics," "Company," "we," "our," or "us").

These Terms form an integral part of every agreement between TrueFit Graphics and its customer ("Customer"). By accepting a quotation, placing an order, approving artwork, making payment, accepting delivery, or otherwise conducting business with TrueFit Graphics, the Customer acknowledges and agrees to be bound by these Terms.

Any terms or conditions proposed by the Customer that differ from or supplement these Terms are expressly rejected unless expressly accepted in writing by an authorized officer of TrueFit Graphics.

ARTICLE 1 – DEFINITIONS

For purposes of these Terms, the following definitions shall apply:

Agreement means any quotation, order confirmation, invoice, purchase order accepted by TrueFit Graphics, together with these Terms and any written amendments agreed upon by the parties.

Customer means any individual, corporation, partnership, limited liability company, governmental entity or other legal entity purchasing Products or Services from TrueFit Graphics.

Products means all printed graphics, textile graphics, silicone edge graphics (SEG), fabric prints, lightboxes, aluminum frames, fabricated displays, accessories, packaging materials and any other goods supplied by TrueFit Graphics.

Services means all design, artwork preparation, project management, prepress, printing, sewing, fabrication, finishing, packaging, warehousing, shipping coordination, installation and any related services provided by TrueFit Graphics.

Carrier means any courier, freight company, parcel service, freight forwarder, common carrier or transportation provider, including but not limited to UPS, FedEx, DHL, USPS and any LTL or FTL freight carrier.

Business Day means any day other than Saturday, Sunday or any public holiday recognized in the State of New York.

ARTICLE 2 – APPLICABILITY

2.1 These Terms apply to every quotation, proposal, sale, order, Agreement, Product and Service supplied by TrueFit Graphics.

2.2 Any purchase order or other document issued by the Customer shall be deemed accepted only for administrative purposes. Any conflicting or additional terms contained therein are expressly rejected and shall have no legal effect.

2.3 No amendment, modification or waiver of these Terms shall be valid unless expressly agreed to in writing and signed by an authorized officer of TrueFit Graphics.

2.4 If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

2.5 Failure by TrueFit Graphics to enforce any provision of these Terms shall not constitute a waiver of that provision or of any other rights.

2.6 These Terms shall also apply to all future transactions between the parties unless replaced in writing.

ARTICLE 3 – QUOTATIONS & ORDERS

3.1 All quotations are non-binding unless expressly stated otherwise.

3.2 Unless otherwise stated, quotations remain valid for thirty (30) calendar days.

3.3 Prices are based solely upon the specifications, quantities and information supplied by the Customer.

3.4 No Agreement shall exist until:

- the quotation has been accepted by the Customer and confirmed by TrueFit Graphics;
- TrueFit Graphics issues a written order confirmation; or
- TrueFit Graphics commences production.

3.5 Any obvious clerical, typographical or pricing errors may be corrected by TrueFit Graphics at any time prior to acceptance.

3.6 Any modification requested after an order has been accepted shall be subject to approval by TrueFit Graphics and may result in revised pricing, production schedules and delivery dates.

3.7 TrueFit Graphics reserves the right to refuse any order at its sole discretion.

ARTICLE 4 – PRICING

4.1 Unless otherwise stated, all prices are quoted in United States Dollars (USD).

4.2 Unless specifically included in the quotation, prices exclude:

- sales tax;
- customs duties;
- import charges;
- freight;
- insurance;
- installation;
- storage;
- expedited shipping;
- special packaging;
- governmental fees.

4.3 The Customer is responsible for all applicable taxes unless a valid exemption certificate is provided before invoicing.

4.4 Should material costs, freight costs, tariffs, governmental charges or supplier pricing materially increase before production begins, TrueFit Graphics reserves the right to adjust pricing accordingly upon written notice to the Customer.

4.5 Additional work requested after order acceptance shall be invoiced separately.

ARTICLE 5 – CUSTOMER RESPONSIBILITIES

5.1 The Customer shall provide complete, accurate and production-ready artwork, specifications, dimensions, quantities and instructions.

5.2 Unless expressly agreed otherwise in writing, TrueFit Graphics does not verify:

- spelling;
- grammar;
- dimensions;
- file setup;
- trademarks;
- copyrights;
- resolution;
- Pantone accuracy;
- suitability of Customer artwork.

5.3 The Customer warrants that it owns or has obtained all necessary rights to reproduce all supplied artwork, logos, trademarks, photographs and other materials.

5.4 The Customer shall indemnify and hold harmless TrueFit Graphics from any claim alleging infringement of copyrights, trademarks, patents or other intellectual property resulting from Customer-supplied materials.

5.5 The Customer remains solely responsible for confirming that all specifications are correct before production begins.

ARTICLE 6 – ARTWORK APPROVAL

6.1 Where proofs or digital artwork approvals are provided, the Customer shall carefully review all details before granting approval.

6.2 Approval constitutes acceptance of, including but not limited to:

- dimensions;
- spelling;
- layout;
- positioning;
- colors;
- bleed;
- finishing;
- quantities.

6.3 Once artwork has been approved, TrueFit Graphics shall not be liable for any errors contained in the approved files.

6.4 Production may commence immediately upon approval.

6.5 Any changes requested after approval shall constitute a change order and may result in additional charges and revised production schedules.

ARTICLE 7 – PRODUCTION STANDARDS

7.1 TrueFit Graphics shall manufacture Products in accordance with commercially reasonable industry standards.

7.2 Minor variations in color, texture, stitching, cutting, sewing, finishing, dimensions and placement that are customary within the large-format printing industry shall not constitute a manufacturing defect.

7.3 Exact color matching is not guaranteed unless expressly agreed in writing.

7.4 Textile materials may naturally exhibit slight shrinkage, stretching or dimensional variation and such variation shall not constitute a defect.

7.5 Unless expressly agreed otherwise, all dimensions are subject to standard manufacturing tolerances.

ARTICLE 8 – PRODUCTION & LEAD TIMES

8.1 All production schedules and delivery dates are estimates only unless expressly guaranteed in writing.

8.2 Production shall commence only after TrueFit Graphics has received:

- approved artwork;
- complete production specifications;
- any required deposits;
- any additional information reasonably requested.

8.3 Any delay caused by the Customer shall automatically extend all production and delivery schedules.

8.4 TrueFit Graphics shall not be responsible for delays resulting from incomplete information, revised artwork, Customer-requested changes or delayed approvals.

8.5 Partial shipments may be made unless otherwise agreed.

8.6 While TrueFit Graphics will make commercially reasonable efforts to meet requested deadlines, production schedules are not guaranteed unless expressly confirmed in writing.

ARTICLE 9 – DELIVERY, SHIPPING & TRANSFER OF RISK

9.1 Delivery

Unless otherwise agreed in writing, all Products shall be deemed delivered upon the earliest of:

- collection by the Customer;
- collection by the Customer's designated carrier;
- delivery to any carrier;
- departure of the Products from TrueFit Graphics' warehouse or production facility.

Delivery dates are estimates only and shall not constitute guaranteed delivery dates unless expressly agreed in writing.

9.2 Transfer of Risk

All risk of loss, theft, damage or destruction transfers to the Customer immediately upon delivery as defined in Section 9.1.

This transfer of risk applies regardless of:

- who arranged transportation;
- who pays the freight charges;
- whether shipping is prepaid or collect;
- whether the shipment is domestic or international.

Title to the Products shall remain with TrueFit Graphics until payment has been received in full; however, the transfer of title shall not affect the transfer of risk.

9.3 Shipping

At the Customer's request, TrueFit Graphics may arrange transportation as a convenience only.

TrueFit Graphics acts solely as an intermediary in arranging transportation and assumes no responsibility for the acts or omissions of any carrier.

Selection of a carrier shall not constitute any guarantee regarding transit time, handling or delivery.

9.4 Carrier Delays

TrueFit Graphics shall not be liable for delays caused by:

- freight carriers;
 - courier services;
 - customs authorities;
 - governmental inspections;
 - weather conditions;
 - port congestion;
 - transportation disruptions;
 - carrier scheduling;
 - labor shortages;
 - or any other circumstance beyond its reasonable control.
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9.5 Shipping Damage

The Customer shall inspect all shipments immediately upon delivery.

Visible damage must be noted on the carrier's delivery receipt before acceptance whenever possible.

Any claim relating to shipping damage, shortages or loss shall be filed directly with the carrier.

Upon request, TrueFit Graphics will reasonably assist by providing shipping documentation, but shall have no liability for the outcome of any carrier claim.

9.6 Storage After Completion

If the Customer delays shipment or fails to accept delivery after the Products are completed, TrueFit Graphics may:

- store the Products at the Customer's expense;
 - invoice the completed order immediately;
 - charge reasonable storage fees;
 - transfer all risk to the Customer from the date the Products became available for shipment.
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9.7 International Shipments

The Customer is solely responsible for:

- customs clearance;

- import duties;
- taxes;
- brokerage fees;
- permits;
- compliance with local laws;
- destination country requirements.

TrueFit Graphics shall not be responsible for any costs or delays resulting from customs or governmental authorities.

ARTICLE 10 – TRADE SHOW PROJECTS

The Customer acknowledges that trade show projects are dependent upon numerous third parties outside the control of TrueFit Graphics, including carriers, freight forwarders, customs authorities, venue management, installation crews and governmental agencies.

Accordingly, unless expressly guaranteed in writing by an authorized officer of TrueFit Graphics:

- production schedules are estimates;
- shipping dates are estimates;
- arrival dates are estimates;
- installation dates are estimates.

TrueFit Graphics shall not be liable for:

- missed trade shows;
 - delayed booth openings;
 - installation delays;
 - exhibitor penalties;
 - labor charges;
 - overtime charges;
 - travel expenses;
 - hotel expenses;
 - expedited replacement graphics;
 - loss of business opportunities;
 - loss of revenue;
 - or any indirect damages resulting from delayed delivery.
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ARTICLE 11 – INSPECTION & ACCEPTANCE

The Customer shall inspect all Products immediately upon receipt.

Any claim relating to manufacturing defects or shortages must be submitted in writing within **five (5) calendar days** after delivery and must include:

- photographs;
- a detailed description of the alleged defect;
- invoice number;
- quantity affected.

Failure to provide timely notice constitutes unconditional acceptance of the Products.

Products shall also be deemed accepted upon:

- installation;
- use;
- alteration;
- resale;
- or incorporation into any display or structure.

No Products may be returned without prior written authorization from TrueFit Graphics.

If a valid claim is accepted, TrueFit Graphics may, at its sole discretion:

- repair the affected Product;
- replace the affected Product;
- issue a credit;
- refund the purchase price of the affected Product.

These remedies constitute the Customer's exclusive remedy.

ARTICLE 12 – INSTALLATION

Unless expressly included in the Agreement, TrueFit Graphics is responsible solely for supplying the Products and assumes no responsibility for installation.

Where installation services are provided, the Customer shall ensure that:

- the site is safe;
- the installation area is accessible;
- all required permits have been obtained;
- supporting structures are suitable.

TrueFit Graphics shall not be responsible for damage resulting from:

- unsuitable installation surfaces;
- inaccurate site information;

- structural deficiencies;
- third-party contractors;
- Customer instructions.

Upon completion of installation, all responsibility for the installed Products transfers to the Customer.

The Customer shall be solely responsible for obtaining all permits, licenses, inspections and governmental approvals required for installation or use of the Products.

ARTICLE 13 – STORAGE & CUSTOMER PROPERTY

Customer-owned materials, frames, graphics or other property stored by TrueFit Graphics are stored entirely at the Customer's risk.

TrueFit Graphics shall not be liable for loss, theft or damage except to the extent caused solely by its gross negligence or willful misconduct.

Completed Products not collected within thirty (30) days after notification may, after reasonable written notice to the Customer, be moved to third-party storage, disposed of, or otherwise handled in accordance with applicable law. Any resulting storage, transportation or disposal costs shall be the responsibility of the Customer.

TrueFit Graphics is under no obligation to retain Customer artwork, production files or digital assets after completion of the project unless otherwise agreed in writing.

Customer-supplied frames, hardware, graphics and other materials are processed and stored entirely at the Customer's risk. TrueFit Graphics makes no warranty regarding the suitability or condition of Customer-supplied materials.

ARTICLE 14 – PAYMENT TERMS

14.1 Payment

Payment terms shall be as stated on the applicable quotation or invoice.

Unless otherwise agreed in writing, all invoices are due within **thirty (30) days** from the invoice date.

TrueFit Graphics reserves the right to require full or partial payment before production, shipment or installation.

14.2 Deposits

Orders requiring custom production may require a non-refundable deposit before production begins.

Production will not commence until the required deposit has been received.

14.3 Late Payments

Any amount not paid when due shall accrue interest at the lesser of:

- **1.5% per month**, or
- the maximum rate permitted by applicable law.

The Customer shall reimburse TrueFit Graphics for all reasonable costs incurred in collecting overdue amounts, including attorneys' fees, court costs and collection agency fees.

14.4 Suspension of Performance

If the Customer fails to make payment when due, TrueFit Graphics may, without liability:

- suspend production;
 - suspend shipment;
 - suspend installation;
 - refuse future orders;
 - require advance payment for future transactions.
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14.5 No Set-Off

The Customer shall not withhold payment, deduct, offset or reduce any amount due to TrueFit Graphics based upon any alleged claim, dispute or counterclaim.

14.6 Complaints Do Not Suspend Payment

The submission of any complaint, warranty claim, request for replacement, or return request shall not suspend, reduce or delay the Customer's obligation to make timely payment in accordance with these Terms.

ARTICLE 15 – CANCELLATION & CUSTOMER CHANGES

15.1 Cancellation

Because Products are custom manufactured, cancellation requests are subject to written approval by TrueFit Graphics.

If cancellation is approved:

- prior to production, the Customer shall reimburse all administrative costs and materials already purchased;
- after production has commenced, the Customer shall pay all costs incurred, including labor, materials and work completed;
- after production has been completed, the full contract price shall become immediately due and payable.

15.2 Customer Changes

Any change requested after order acceptance may result in:

- revised pricing;
- revised lead times;
- revised shipping schedules;
- additional production costs.

TrueFit Graphics reserves the right to reject requested changes where production has progressed too far.

ARTICLE 16 – LIMITED WARRANTY

TrueFit Graphics warrants only that the Products substantially conform to the specifications agreed upon in writing at the time of shipment.

This warranty does not apply to:

- normal wear and tear;
- ordinary fading;
- minor color variation;
- improper installation;
- misuse;
- neglect;
- abuse;

- improper storage;
- modifications by third parties;
- damage occurring after delivery;
- customer-supplied materials.

The exclusive obligation of TrueFit Graphics shall be, at its sole option, to:

- repair;
- replace;
- credit;
- or refund

the affected Product.

No other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, are made.

ARTICLE 17 – LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, TrueFit Graphics shall not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages.

Without limitation, TrueFit Graphics shall not be liable for:

- lost profits;
- lost revenue;
- loss of business;
- loss of goodwill;
- missed trade shows;
- delayed booth openings;
- exhibitor penalties;
- installation costs;
- labor costs;
- overtime charges;
- travel expenses;
- hotel expenses;
- expedited shipping costs;
- replacement graphics purchased from another supplier;
- claims asserted by third parties;
- business interruption.

The total cumulative liability of TrueFit Graphics arising out of any Agreement shall never exceed the amount actually paid by the Customer for the specific Products giving rise to the claim.

Any legal action against TrueFit Graphics must be commenced within **one (1) year** after the cause of action first arises.

These limitations and exclusions of liability shall apply regardless of whether any claim is based upon contract, warranty, negligence, tort, strict liability, statute or any other legal theory, and regardless of whether TrueFit Graphics has been advised of the possibility of such damages.

ARTICLE 18 – INDEMNIFICATION

The Customer shall defend, indemnify and hold harmless TrueFit Graphics, its officers, employees, affiliates and subcontractors from and against all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to:

- Customer-supplied artwork;
- copyright infringement;
- trademark infringement;
- patent infringement;
- misuse of the Products;
- improper installation by others;
- Customer negligence;
- Customer's breach of these Terms.

ARTICLE 19 – FORCE MAJEURE

TrueFit Graphics shall not be liable for any delay or failure to perform caused by circumstances beyond its reasonable control, including but not limited to:

- natural disasters;
- fire;
- flood;
- war;
- terrorism;
- labor disputes;
- supplier shortages;
- transportation disruptions;
- governmental actions;
- pandemics;
- utility failures;
- cyber incidents;
- or any other force majeure event.

Performance shall be suspended for the duration of such event.

ARTICLE 20 – INTELLECTUAL PROPERTY

All intellectual property rights relating to production methods, designs, quotations, drawings, specifications, proofs, manufacturing processes and other materials created by TrueFit Graphics shall remain the exclusive property of TrueFit Graphics unless otherwise agreed in writing.

The Customer warrants that all artwork supplied to TrueFit Graphics may be lawfully reproduced.

ARTICLE 21 – CONFIDENTIALITY

Each party shall maintain the confidentiality of all non-public business information received from the other party and shall not disclose such information except as required by law.

ARTICLE 22 – GOVERNING LAW & DISPUTE RESOLUTION

These Terms and every Agreement between the parties shall be governed exclusively by the laws of the State of New York, without regard to its conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Any dispute arising out of or relating to these Terms or any Agreement shall be brought exclusively before the state or federal courts located in New York County, State of New York.

Each party knowingly and voluntarily waives any right to trial by jury.

The prevailing party in any legal action shall be entitled to recover its reasonable attorneys' fees and litigation costs.

ARTICLE 23 – MISCELLANEOUS

These Terms constitute the entire agreement between the parties and supersede all prior discussions, negotiations and understandings relating to the subject matter hereof.

No waiver shall be effective unless made in writing.

No oral statements or representations shall modify these Terms.

The parties are independent contractors. Nothing contained herein shall be construed as creating any partnership, joint venture, employment or agency relationship.

No person or entity other than the parties shall have any rights as a third-party beneficiary under these Terms.

TrueFit Graphics may assign its rights or obligations under these Terms without the Customer's consent.

Any provisions which by their nature should survive termination, including payment obligations, confidentiality, limitation of liability, indemnification and governing law, shall survive termination of the Agreement.

TrueFit Graphics may photograph completed Products and installations and use such photographs for its portfolio, website, social media and marketing materials unless otherwise agreed in writing by the Customer.

Section headings are provided for convenience only and shall not affect the interpretation of these Terms.

No employee, sales representative or independent contractor of TrueFit Graphics has authority to modify these Terms or make any representation, warranty or guarantee unless confirmed in writing by an authorized officer of TrueFit Graphics.

