



Terms and Conditions

Issued by:

ASG Services, LLC, (referred to as 'ASG Services' and 'ASG'). 2770 Faith Industrial Drive, Buford, Georgia 30518.

Issued to:

[.....], (referred to as, 'customer, purchaser, user).

Issued: April 12th, 2023.

All orders placed with ASG Services, are subject to approval and acceptance by ASG Services, LLC. The following terms and conditions apply to all orders. The customer accepts these terms and conditions on placement of an order with ASG Services.

Prices, Timing & Scheduling

1. All prices provided by ASG Services are valid for 60 days, unless otherwise agreed in writing between ASG Services and Customer. Prices are in U.S. Dollars and are FOB shipping point.
2. The installation price is calculated based on a single continuous phase installation unless otherwise stated, and includes associated labor and equipment costs.
3. Installation timings and pricing are based on unhindered access to the site. Unhindered access relates to:
 - a. Site access, including yard area, external and internal loading docks, all scheduled work areas.
 - b. Availability of security access, restroom provisions, waste disposal facilities and emergency equipment.
 - c. Time, being the required 10 hours (min) period agreed between the customer and ASG Services, required per day.
4. Any deviation from the agreed schedule of work which are not the responsibility of ASG Services, may result in additional costs due to ASG Services' master scheduling conflicts, material shelf life, extended time required to complete the work, additional activities required and other unforeseen cost implications.
5. Added costs will be charged, with the agreement of the customer, as a lump sum amount, or on a pro rata or additional daily cost basis. The method of charge calculation is specific to the type of work change required. Work changes may include but are not limited to, additional product, time on site, personnel on site, repair and rectification work not caused by ASG Services personnel, substrate conditions, delays caused by other contractors, preparation work not originally included and others.
6. ASG Services' installation team's work day comprises of 10 hours minimum, including break periods. As such, the 10 hour windows are agreed on, prior to arrival, or by the installation teams once on site. The 10 hours are always assumed to be during daytime working hours. Night

- working hours are considered a specific project requirement, as such they are priced for uniquely and in no way the same as daytime working hours.
7. Installation times and schedules will be confirmed once we receive a purchase order or confirmation of order. We will also provide other documentation which reflects the work we are to carry out along with any additional requirements you may have.

Installation Preparation, Cleaning & Removal

8. Installation prices are not inclusive of cost and time for the removal of any existing labels or other items which obstruct the surface where our products are to be placed. This is considered a unique activity which should be requested specifically for ASG Services to provide pricing and scheduling in addition to the main scope of work. Label installation prices assume that racking is of a good and clean condition with smooth surfaces.
9. Surface dust will be removed from the rack and shelf beam faces where the labels are to be installed, prior to an installation. 'Dust' being light materials which can be easily removed using a dry cloth.
10. Installation prices are not inclusive of cost and time for the removal of any existing signs, sign support structures, hardware or other obstructions to the installation of ASG Services products. This is considered a unique activity which should be requested specifically, for ASG Services to provide pricing and scheduling in addition to the main scope of work.
11. Sign installation prices assume full access is available when attaching signs to walls, racks and other structures. Areas beneath the hanging points for hanging signs, should be sufficiently clear of personnel, vehicles and stock for unhindered scissor lift access.
12. Estimates for sign and label installations assume a ceiling height of 36' or less. If the ceiling height is

- greater, or if access requires a boom lift, additional costs will be provided. It is also assumed that the work area is completely cleared of all operations, product, debris, or other contractor activity, prior to the start of the project.
13. Installation prices are not inclusive of cost and time for the removal or repair of any existing floor marking method, including but not limited to paint, tape, concrete preparation, adhesive labels, signs or other methods and obstructions in the work areas. This is considered a unique activity which should be requested specifically, for ASG Services to provide pricing and scheduling in addition to the main scope of work.
 14. Striping installation prices assume that all floor areas are clear of personnel, vehicles, stock and debris. If paint or adhesive tapes are being applied directly to the floor, we require the areas and surfaces to be completely free and of dust and debris and cleaned thoroughly, with manual or mechanical methods so no residues remain. Floor cleaning by ASG Services is considered to be a separate activity and service, and is charged in addition to the main scope of works.

Installation Conditions & Access

15. We reserve the right to increase the number of people per installation team where possible, which may result in a reduction in the total number of days required to complete the work. This would be to utilize personnel and scheduling reserve and has no impact on cost to the customer.
16. All internally painted areas require specific dry and cure times before they can receive traffic. These are based on the type of material used. Also, the humidity level, ambient temperature and slab conditions are critical. All will be specified in the estimate provided for the work.
17. Power and lighting is essential for our installation teams to carry out their work, therefore we ask that you inform us as soon as possible if there may be restrictions with either. A schedule review may be necessary which could affect the overall cost of your project.
18. It is assumed that the concrete slab has cured to a relative humidity (internal moisture level) of less than 85%. Any on site delays due to access or moisture levels in the slab will be invoiced at our daily rate, based on the equipment and number of people mobilized for the project. If a paint fail is attributed to moisture levels after an installation is complete, any guarantees and/or warranties will become void. Any required remedial work will therefore be chargeable. For help, request our moisture level information sheet.
19. ASG Services are fully insured in all work carried out and for their product and materials, however it is expected that while our equipment and materials are on site, that on site security is extended to ASG Services equipment and materials to ensure they are safe from theft and damage.
20. The estimated duration of installation projects are for guidance only. The actual time taken will be determined by the structured delivery which is dictated by ASG's project management team to meet customer requirements.
21. Installations which complete within the expected period and/or before the completion date, will not be subject to a discount.

Lead Times, Rescheduling

22. Our lead times begin on receipt of the customer issued purchase order.
23. Our production process includes providing designs and files to be confirmed before production can begin. We aim to have all prepared and ready to issue within 7 days of receiving your order. Production begins once you have confirmed all details (including design layout and data file) and is typically completed within 14 days following.
24. Pre-work on orders with installation should be complete 6 to 8 weeks before the scheduled start of the installation. Data files and layout approvals must be completed no later than 4 weeks prior to the scheduled installation start.
25. Striping project lead and process times are generally 1 week for pre-work and planning with commencement of installation 6 to 8 weeks from approval of schedule and plans. CAD or other appropriate drawings are required for all striping installations.
26. Where the customer requests a delay or cancellation to a scheduled installation, ASG will do everything possible to accommodate the change without additional cost, however if ASG Services are unable to cover vacated periods of time with other customer projects or activities, we will inform the customer of the associated costs and provide an invoice on which payment will be due as per our standard payment terms.
27. Total associated costs due to delays and cancellations may include labor, materials, custom product made in advance, mobilization, supplier cancellation fees, and any other associated costs of the project.
28. Delay requests and cancellations made by the customer, and made within 14 days of the planned start date, will be subject to associated costs.
29. All cancelled orders, at any stage, will be subject to associated costs.

Cancellation & Returns

30. Failure to provide data files or timely design approvals may lead to installation delay and/or cancellation at the customer's expense. This may be negotiated to help the customer where possible.
31. Failure to provide or arrange for appropriate drawings may lead to installation delays and/or cancellations at the customer's expense. This may be negotiated to help the customer where possible.
32. Orders shall not be subject to cancellation or modification by customer in whole or part, without ASG Services' prior written consent. Cancellation of an installation and/or order must be done so in writing. Timely communication by the customer is of the essence at all stages of preparation.
33. Goods that do not meet your expectations can be returned where a return request is made by the customer and accepted by ASG Services, within 30 days of receipt of goods.
 - a. If a refund is required, we request that the items are returned to us in new, unused and salable condition. Once the items have arrived with us, they will be inspected to ensure they are in the condition required. Refunds will be processed if the goods are deemed acceptable.
 - b. Product returns may be subject to restocking charges.
34. Products made-to-order, are non-returnable unless deemed faulty.
35. Return requests must include product descriptions and part number, invoice number, reason for return and PO number if issued.

Payment & Taxes

36. Unless otherwise stated in the Sales Order Confirmation, payment terms are net thirty (30) days from the date of invoice.
37. ASG Services payment terms are Net 30 for customers with approved credit, unless negotiated otherwise and confirmed in writing.
38. ASG Services retain the title of any products or services provided until full payment is made, therefore ASG Services are entitled to issue additional charges for past due date payments. These charges will be confirmed once the payment date is missed and will be 1.5% of the total invoiced amount, per month thereafter.
39. Credit card payments are accepted with a 2.5% of total invoice amount charge, which will be added to your total invoice amount before payment is taken.
40. Purchaser is responsible for all manufacturer's tax, sales tax, use tax, excise tax, or other tax duty or similar fee

imposed by any governmental authority in connection with the sale or use of the products sold. The Purchaser agrees to reimburse ASG Services for all such taxes, duties or fees it incurs as a result of the products sold to purchaser.

Shipping

41. Shipping costs for online orders are provided during the checkout process and charged for in the checkout phase.
42. Shipping costs associated with all orders other than online orders are FOB shipping point.
43. In the event customers choose to arrange their own shipment and collection, associated packing costs will apply and will be added to the invoice.
44. Expedited shipping is based on the time taken for our courier to collect goods from ASG Services and deliver them to the customer designated delivery address. This does not account for production (lead) time, which is provided on our estimate document.
45. Estimated delivery times are a combination of lead time, which are specific to the product purchased, and the transit time provided by our courier.
46. Next day deliveries on orders for products which are available and in stock items, must be received by 12:00PM EST on a working day (working days are considered to be Monday, Tuesday, Wednesday, Thursday and Friday by ASG Services). Next day delivery is considered as the next working day.
47. Additional costs associated with failed delivery due to a customer error, will be charged to the customer. Examples may include an incorrect address, unavailable material handling equipment to unload, unusual work hour access, etc.

Law & Jurisdiction

48. These terms and conditions, and the sale of goods hereunder shall be governed by and interpreted under the laws of the State of Georgia, United States of America.