



Terms and Conditions

(1) Notice. These Terms and Conditions govern any contract for the provision of services from Production Plus Technologies, Inc. (“Production Plus”), to any person or entity seeking to purchase or purchasing services from Production Plus (“Customer”). All contracts between Production Plus and Customer are expressly limited to and made conditional upon these Terms and Conditions. Requests to receive or discontinue Production Plus services, and/or acceptance by Customer of any offer to provide services by Production Plus, automatically includes acceptance of these Terms and Conditions. Any of Customer’s terms in addition to or different from those contained herein, whether contained in a purchase order, proposal, or other document, are hereby objected to and shall be of no effect. All documents containing the terms of any purchase between Production Plus and Customer, governing the relationship between them, or signed by both parties, including these terms and conditions, are hereby referred to as the “Agreement.”

(2) Quotes. Production Plus will provide a “Quote” to Customer with a description of the services it will supply, the estimated timing for performance, and the price. Pricing on Quotes provided by Production Plus remains valid for fourteen (14) days from date of Quote. Pricing that has exceeded the 14-day Quote period is no longer valid and a new Quote must be obtained. Acceptance of a Quote occurs when a Customer either: (i) responds to the email in which the Quote was provided with written affirmation that the Quote is accepted and/or that the work therein should proceed; or (ii) signs and returns a copy of the Quote to Production Plus. Customer specifically agrees that electronic acceptance in the form of an email affirmation to proceed is formal, binding, and creates an enforceable Agreement between the parties which includes these terms and conditions.

(3) Review of Data; Errors; Change Orders. All services provided will be based upon information provided to Production Plus by Customer. Customer will promptly review all documents and reports produced by Production Plus and made available to Customer in connection with the services, and will promptly notify Production Plus of any error, omission or discrepancy with Customer’s instructions, requests, specifications, or any other information provided by Customer. If an error in Customer’s information results in delay or additional work on the part of Production Plus, Customer shall pay an amount determined by Production Plus sufficient to account for the increased time and/or work. In addition, Customer may, with Production Plus’s prior agreement, clarify, modify, expand or reduce the work agreed to by the accepted Quote pursuant to a written change order (a Change Order). Production Plus reserves the right to charge Customer for additional labor and expense in connection with any Change Order, and Customer will be responsible to pay for any such additional charges.

(4) Terms of Payment. All invoices are due net thirty (30) days from receipt. Production Plus reserves the right to require full payment in advance in its sole discretion. In the event a Quote (or any other document signed by both Customer and Production Plus) specifies alternative payment terms, it will control over these terms and conditions. In the event Customer does not pay for any services when the payment becomes due, then all past due amounts are subject to interest that accrues at one-point-five percent (1.5%) per month or, if lower, the maximum permitted by law. Production Plus

reserves the right to refuse services to any Customers with an unresolved past due balance. Customer shall be liable for all costs incurred by Production Plus for non-payment, including, but not limited to, attorneys' fees and collection agency fees.

(5) Invoice Disputes. All disputes as to the amount(s) invoiced hereunder shall be made, in writing, to Production Plus. Customer shall pay to Production Plus all amounts that are not in dispute and nothing herein shall be construed to relieve Customer from paying to Production Plus any such amounts which it does not dispute. Acceptance of any payment will not act as a discharge of the remaining disputed balance.

(6) Taxes and Other Charges. All prices do not include any present or future sales, use, excise or other taxes imposed upon the sale, all of which are to be paid by Customer in addition to the purchase price. Illinois taxes (if applicable) which are ascertained by Production Plus will be added to the invoice as a separate charge to be paid by the Customer. Customer is responsible for calculating and paying the amount of any sales or use tax assessed by any state other than Illinois, and will indemnify Production Plus from any action or claim against it by any taxing authority for failure to pay such tax. Shipping and insurance charges are generally included by Production Plus in the Quote, and are the sole responsibility of Customer. Should the shipping or insurance charges be increased due to no fault of Production Plus, Customer will pay the difference of such increase to Production Plus upon request.

(7) Scheduling. All Quotes are accepted with the understanding that they are subject to Production Plus's current schedule, and any government regulations, orders, directives, and restrictions that may be in effect from time to time. Production Plus shall not be liable for delays due to circumstances or acts beyond its control including, without limitation, accident, strike or other labor troubles or disputes, flood, fire, war, or Act of God, civil commotion, lack of or inability to obtain labor or materials, embargo, delays in transportation, or because of compliance with any law or other governmental action, requirements, regulations or restrictions.

(8) Cancellation and Assignment. An accepted Quote can be cancelled only with Production Plus's consent, in writing, upon payment by Customer of an amount for any and all services, on a time and materials basis, performed up until the date the notice of termination is received by Production Plus. Customer acknowledges and agrees that any work actually performed by Production Plus prior to it receiving a termination is specifically compensable on a time and materials basis. No Quote is assignable by Customer in whole or part without prior written consent of Production Plus.

(9) Delivery. Production Plus selects the method and routing of Customer's delivery, if applicable. If Customer specifies a preferred carrier for shipment that differs from that provided by Production Plus, arranging for shipping and paying shipping costs will be the sole responsibility of Customer, however, Production Plus reserves the right to deny any such request and insist on its designation of carrier and/or delivery process in its sole discretion. In the event that Customer is unable or unwilling to take delivery of all or any part of any shipment, Production Plus shall have the option, at its sole discretion, of placing such shipment into storage with all costs, including storage, insurance, demurrage, and transportation at Customer's expense.

(10) Risk of Loss. Risk of loss or damage to product shall pass to Customer at the time it is tendered to the common carrier, including risk associated with any product subsequently returned to Production Plus. All deliveries must be insured for the full value of the product being shipped against all manner of loss, theft, destruction or damage, and Customer must pay for such insurance. In the event of any loss or damage during shipment, Customer is responsible to notify Production Plus within twelve (12) hours of receipt of delivery. If Production Plus arranged for shipment Production Plus will tender any claim or complaint of damage or loss to the shipping provider only if Customer timely tendered the required information for such claim to Production Plus, and such submission shall constitute Production Plus's sole obligation hereunder. If Customer arranged for shipping Production Plus shall have no further obligations to Customer for any loss or damage caused by shipping. Loss or damage during shipment does not obviate Customer's obligation to pay Production Plus in full for all products; Customer's recourse in such event lies only with the common carrier and/or insurance provider.

(11) Nonconformity. The services performed by Production Plus are to be inspected upon receipt/ completion and should any of the services fail to meet the written specifications accepted by Production Plus, Customer shall notify Production Plus immediately, stating full particulars in supports of its claim. Claims for services failing to conform to Production Plus's specifications, delays, or failures in shipment or delivery, or for any other cause shall be deemed waived and released by Customer unless made in writing within thirty (30) days after receipt of the services.

(12) Limited Warranty. Production Plus hereby warrants to Customer: (1) that all Services shall be performed in a good and workmanlike manner consistent with comparable practices in the industry or trade practices for work of a similar value and purpose and (2) that all materials, supplies and equipment furnished in connection with such services shall be new and of good quality (the "Warranty"). Services and designs furnished by Production Plus are subject to Production Plus's standard tolerances for variations. This Warranty shall expire (1) year after substantial completion of such Production Plus's services. If at any time prior to the expiration of the foregoing warranty period, Customer shall discover any failure or defect covered by the Warranty, Customer must provide written notice to Production Plus within fourteen (14) days of such discovery. All claims for made under this Warranty are subject to verification of the failure or defect by Production Plus. Upon receipt of written notice and verification by Production Plus, Production Plus will, at its sole cost and expense, promptly commence and diligently perform the correction of such failure or defect. Production Plus's Warranty is limited to the terms of this paragraph and cannot be expanded or amended without the written agreement of Production Plus and Customer. THIS LIMITED WARRANTY EXPRESSLY EXCLUDES REMEDY FOR ANY FAILURE OR DEFECT THAT IS: (I) NOT ATTRIBUTABLE TO PRODUCTION PLUS, OR (II) CAUSED BY IMPROPER OR INSUFFICIENT MAINTENANCE, OPERATION, OR NORMAL WEAR AND TEAR.

(13) Additional Warranties. If applicable, Production Plus shall, where generally available without additional expense, obtain equipment warranties from the manufacturer against defects in labor, materials and equipment on any equipment that comprises part of Production Plus's services (other than minor components thereof not customarily the subject of such warranties).

On completion of the services, Production Plus shall provide Customer, at Customer's request, with copies of any such manufacturer's warranties.

(14) Limitation of Liability. OTHER THAN AS SET FORTH HEREIN, PRODUCTION PLUS MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE SERVICES PROVIDED BY PRODUCTION PLUS OR RESULTING FROM ITS SERVICES, OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. PRODUCTION PLUS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ALLEGED TO ARISE FROM ANY WARRANTY NOT EXPRESSLY SET FORTH AND PERMITTED HEREIN. PRODUCTION PLUS EXPRESSLY DISCLAIMS ANY WARRANTY FOR ANY DAMAGE RELATED TO SHIPMENT, INSTALLATION NOT PERFORMED BY PRODUCTION PLUS, OR EQUIPMENT USED IMPROPERLY. Production Plus's liability (whether under the theories of breach of contract or warranty, negligence, or strict liability) for any services performed shall be limited to the specific relief set forth in the Limited Warranty section. If Production Plus furnishes technical or other advice to Customer, whether or not at Customer's request, Production Plus shall not be liable for, and Customer assumes all risk of, such advice and the results thereof.

(15) DISCLAIMER OF DAMAGES. IN NO EVENT SHALL PRODUCTION PLUS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY PRODUCTION PLUS, INCLUDING, WITHOUT LIMITATION, BREACH OF ANY OBLIGATION IMPOSED ON PRODUCTION PLUS HEREUNDER, PURSUANT TO QUOTE TERMS, OR IN CONNECTION WITH ANY USE OF EQUIPMENT PROVIDED BY PRODUCTION PLUS AS PART OF ITS SERVICES. CONSEQUENTIAL DAMAGES SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF DELAY, INJURY, (INCLUDING DEATH TO ANY PERSON) OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING, WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED AS PART OF THE SERVICES). CUSTOMER SHALL INDEMNIFY PRODUCTION PLUS AGAINST ALL LIABILITY, COST, OR EXPENSE WHICH MAY BE SUSTAINED BY PRODUCTION PLUS ON ACCOUNT OF ANY SUCH LOSS, DAMAGE, OR INJURY CAUSED BY OR RELATED TO THE ACTIONS OF CUSTOMER.

(16) Compliance. Each party will comply with laws and regulation that affect its business generally, including any applicable anti-bribery, export control, and data protection laws. With regard to the reporting requirements of any federal, state, or local governing body or municipality, Customer shall be responsible for the accuracy of the data it provides to Production Plus, and Production Plus shall be responsible for the accuracy of the data it provides to Customer.

(17) Indemnity. Customer shall indemnify and hold Production Plus harmless from any and all reasonable investigative and discovery costs, court costs, damages, exemplary and/or punitive damages, judgments, settlements, and court-awarded or approved attorneys' fees, and any and all other sums which Production Plus may be ordered to or obligated to pay of any kind and nature

whatsoever, including, without limitation, reasonable attorneys' fees incurred by Production Plus, on account of any, all, and every demand or claim, or assertion of liability, or any claim or action founded thereon, arising out of or resulting from: (i) Customer's violation or alleged violation of the obligations set forth in the Agreement; (ii) Customer's use or misuse of any equipment, scenery, or other physical items provided by Production Plus; (iii) Customer's failure to pay any taxes for any products purchased from Production Plus; and (iv) any claim of patent, trademark, copyright, or other intellectual property infringement or misuse asserted by any third party against Production Plus regarding information provided by Customer to Production Plus and any items it designs based on such information, including, without limitation, any actions Production Plus takes at the request of Customer.

(18) Entire Agreement, Modification and Waiver. Upon execution of the Quote, the terms and conditions set forth herein as well as any additional terms in the Quote shall constitute the entire agreement between Customer and Production Plus and no statement, correspondence, or other terms shall modify or affect the terms hereof. No change in these Terms and Conditions will be valid unless in writing approved by both parties. No waiver by either party of a breach of any provision hereof shall constitute a waiver of any other breach of such provision or any other provision.

(19) Governing Law, Forum, and Severability. Any dispute which may arise hereunder from the relationship between Production Plus and Customer or from any order or for any services purchased hereunder shall be governed by the laws of the State of Illinois without regard to rules governing conflict of laws. Customer acknowledges that by requesting Production Plus to provide services, it is making this Agreement in Illinois, and it hereby consents to the exclusive jurisdiction of any state or federal court located within Cook County in the State of Illinois, in the United States of America, and agree that all actions or proceedings arising out of or relating to these terms and conditions and any agreement, order, invoice, or other issue between the parties shall be litigated in such courts. Any provision herein prohibited by law shall be ineffective to the extent of such prohibition and without invalidating the remaining provisions hereof.

(20) Media Release. Customer grants Production Plus permission to take videos, photographs, or digital media at event where service(s) and product(s) will be displayed. Customer consents to use of videos, photographs, or digital media in Production Plus publications, both print and digital forms, including the company's website, newsletters, emails, social media posts, videos, brochures, and advertisements. The Customer further understands and agrees that photos, videos, or digital media taken will be distributed to the public for the purposes of publicity and promotion of the Production Plus, additionally, names and identity of the Customer may be revealed therein or by descriptive text or commentary. In giving this consent, the Customer releases Production Plus and all third parties from liability for any violation of any personal or proprietary right the Customer may have in connection with any sale, reproduction, or use of digital media.