

**May Advertising International  
TERMS AND CONDITIONS**

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**I. Applicability.** The following Terms and Conditions shall govern all purchases of goods and/or services from May Advertising International (hereinafter, “MAY”).

**II. Definitions.** The term “MAY” shall mean Technographix, L.L.C. dba May Advertising International and includes, unless otherwise stated, but is not limited to, any officers, directors, shareholders, employees, agents, successors, assigns, and affiliates of MAY.

The term “Purchaser” shall mean any purchaser or buyer of goods and/or services from MAY and includes, unless otherwise stated, but is not limited to, any officers, directors, shareholders, employees, agents, successors and assigns of Purchaser.

**III. Payment.** Payment must be made by ACH, check, money order, cashier’s check, wire transfer, Visa, MasterCard, American Express, or Discover/Novus, or other approved payment terms, payable in U.S. Dollars. Payment must be made in full upon placement of order unless Purchaser’s account has been approved for other payment terms by MAY. Custom orders require a fifty percent (50%) deposit when order is placed, regardless of approved payment terms. Late payments will incur a monthly interest rate of one and one-half percent (1.5%) or the highest rate permitted by law, but not less than one and one-half percent (1.5%). Returned checks will be subject to a \$ 25.00 fee.

**IV. Authorization to Convert Check to an Electronic Funds Transfer Debit.** Payment by check authorizes MAY to submit Purchaser’s check information electronically to Purchaser’s bank for payment. Purchaser’s bank account will be debited in the amount of the check as early as the same day payment is received. The original check will be destroyed by MAY after processing and the cancelled check will not be returned to Purchaser. If the transaction cannot be processed electronically, Purchaser authorizes MAY to present an image copy of the check to Purchaser’s bank for payment. Purchaser may contact Accounts Receivable at MAY with any questions regarding this process.

**V. Prices and Additional Charges.** All prices are subject to change without notice. Prices stated do not include any taxes, handling or shipping charges that may apply. Purchaser is responsible for all applicable Federal, State, County or Municipal sales, use, compensating, intangibles or like tax. A \$5.00 handling charge will be added to any order less than \$30.00 (not including applicable tax). A rush charge will be assessed for expedited shipments.

All artwork created by MAY is the property of MAY. Requests for copies of artwork files will be subject to additional fees. Any changes after artwork, samples, designs or specifications have been approved by Purchaser will be at Purchaser’s expense.

**VI. Security Interest.** MAY hereby reserves a security interest in any goods delivered hereunder until Purchaser has completed payment of the purchase price, plus accrued interest, if any.

**VII. Shipping Information.** Purchaser will pay all shipping charges. Standard shipping charges include shipping, handling, applicable residential charges and insured delivery. A minimum fee of \$8.50 per box will be charged to Purchaser for any UPS/FedEx Ground package, and a minimum fee of \$11.00 per box will be charged to Purchaser for any UPS/FedEx Air package, that must be rerouted due to an incorrect address, zip code, company name or address misspelling provided by Purchaser. If no specific shipping instructions are provided by Purchaser, MAY reserves the right to select the carrier of MAY’s choice. Delivery shall be F.O.B. MAY’s place of business (Fort Worth, Texas) or MAY’s selected partner. For custom orders, MAY reserves the right to invoice Purchaser upon completion of production prior to delivery.

**VIII. Risk of Loss or Damage.** The risk of loss or destruction of, or damage to, goods shipped by MAY to Purchaser shall transfer to Purchaser upon MAY’s delivery of such goods to carrier. However, MAY can elect to replace goods damaged during shipment if: (1) Purchaser notes “Refused due to Damage” on delivery receipt or with UPS/FedEx at time of delivery; (2) Purchaser contacts MAY WITHIN SEVEN (7) DAYS of delivery regarding shipment damage; and (3) original packaging is saved for inspection by MAY. If damage is not noted on delivery receipt or with UPS/FedEx at time of delivery, Purchaser fails to contact MAY within seven (7) days regarding shipment damage, or Purchaser fails to save the original packaging for MAY’s inspection, Purchaser will be limited to and responsible for filing a claim with the carrier.

**IX. Shortages.** Purchaser must verify the quantity of cartons delivered with the quantity specified on delivery receipt. If there is a difference, Purchaser must note the difference on the delivery receipt at time of delivery and must notify MAY immediately. Purchaser should contact MAY within seven (7) days to determine what, if any, corrective action is needed.

**X. Delay or Non-Delivery.** MAY strives to communicate accurate production times to its customers at the time orders are placed. MAY will notify Purchaser within a reasonable time of a material or indefinite delay or a non-delivery. In such event, Purchaser shall have the option, upon written notification to MAY, to (a) terminate the order and thereby discharge any unexecuted portion of order, or (b) agree to any proposal of MAY in this regard. If Purchaser fails to notify MAY of its preference within thirty (30) days after receiving notice of delay or non-delivery, the order shall terminate and any monies already paid for goods not received will be refunded to Purchaser.

**XI. Returns.** MAY is only responsible for the cost of the freight to return defective or nonconforming goods or goods shipped incorrectly by MAY. Purchaser is responsible for the cost of the freight to return all other goods, including but not limited to items which were ordered incorrectly by Purchaser, and a twenty percent (20%) restocking fee, the original freight and reshipment freight charges will apply.

Purchaser must contact MAY to obtain a Return Merchandise Authorization (RMA #) and shipping instructions for all returns. MAY will provide one call tag for the return of goods. Returns must be received within two (2) weeks from the date the call tag is provided to be eligible for credit, but no later than thirty (30) days from date of original delivery to Purchaser. If merchandise is not returned within two (2) weeks from the date the call tag is provided, Purchaser must return merchandise at its own expense to receive any credit. All items must be returned to MAY in good condition within thirty (30) days of original delivery to Purchaser. No credit shall be given on any merchandise received after thirty (30) days of original delivery. To obtain credit for authorized returns, all items must be properly packed and must be returned in original packaging. Items altered in any way are not returnable and are nonrefundable. Unauthorized returns will not be accepted. Custom merchandise is nonrefundable.

**Initial:** \_\_\_\_\_

**XII. Limited Warranties, Claims and Remedies.** MAY warrants that all goods will, at time of delivery, conform to Purchaser's specifications to the extent such specifications have been provided to and agreed upon by MAY, and will be of good quality and workmanship, within reasonable tolerances. All warranties made by MAY are made solely to and for sole benefit of named Purchaser, and no other party shall have any standing as third-party beneficiary or otherwise under such warranties, whether as assignee, employee, customer, visitor of Purchaser or otherwise.

MAY must be notified in writing of all claims of defect or nonconformity within seven (7) days upon delivery of goods. MAY must be allowed to inspect, test, sample or otherwise investigate claim upon request, as a condition of any claim asserted by Purchaser. All claims not presented timely, or with respect to which MAY is denied it's right of inspection, shall be deemed to have been waived and forfeited by Purchaser. Warranty is void if serial numbers or labels have been altered or removed. **THE FOREGOING IS IN LIEU OF, AND MAY HEREBY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, WHICH ARE NOT EXPRESSLY INCLUDED HEREIN.**

**NEITHER MAY NOR ANY AFFILIATED PERSONS OR ENTITIES SHALL BE LIABLE TO PURCHASER UNDER ANY CLAIM OF PURCHASER, WHETHER BASED IN CONTRACT, TORT, STATUTE OR OTHERWISE, BEYOND PRICE PAID BY PURCHASER TO MAY FOR GOODS OR SERVICES OR PORTION OF GOODS OR SERVICES INVOLVED IN CLAIM. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY NATURE AGAINST MAY OR ANY AFFILIATED PERSONS OR ENTITIES SHALL BE THE RETURN OF GOODS UPON WHICH CLAIM IS BASED AND EITHER, AS ELECTED BY MAY, (A) REPAYMENT BY MAY OF THE PRICE PAID BY PURCHASER TO MAY FOR THE GOODS OR SERVICES INVOLVED, OR (B) REPAIR OR REPLACEMENT OF GOODS OR SERVICES BY OR FOR MAY AT MAY'S EXPENSE.**

**IN NO EVENT SHALL MAY OR ANY AFFILIATED PERSONS OR ENTITIES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**XIII. Applicable Law and Forum for Disputes.** Purchaser and MAY agree that this agreement is to be performed in Tarrant County, Texas; that Texas law shall apply to all claims or disputes between parties of any nature, whether such claims or disputes are based on contract, tort, statute or any other law or legal theory, and regardless of whether conflict of law rules of Texas or any other state would otherwise provide for application of the law of another state; and that any suit, arbitration, mediation or any other proceedings involving all claims or disputes shall be filed and conducted only in Tarrant County, Texas, whether such claims are based on contract, tort, statute or any other law or legal theory, and whether such claims involve only parties hereto or also or instead involve any related owners, officers, employees, guarantors or other parties, such other parties being third party beneficiaries for these purposes only. MAY, at it's election, may file any such proceedings in the state and county where Purchaser or any Guarantor or other person or entity responsible for Purchaser's obligations has any place of business or other assets, or where Purchaser or any Guarantor or other person or entity responsible for Purchaser's obligations resides. Purchaser and any guarantors or other persons responsible for Purchaser's obligations shall pay all attorney's fees, court costs and other expenses incurred by MAY if payment is not made when due, or if MAY has any other cause of action of any nature against Purchaser or any guarantors or other persons responsible for Purchaser's obligations, whether based in contract, tort, statute or otherwise.

**XIV. Assignment by Purchaser.** Except where otherwise provided herein, any assignee of Purchaser shall be subject to Terms and Conditions stated herein; provided that any assignee wishing to purchase pursuant to a credit account must sign a new credit application and agreement, and assignee's Credit Application must be specifically approved by MAY. Any Purchaser assigning any of its rights or purporting to delegate any of its duties under this agreement shall remain liable to MAY under terms of this agreement for liabilities incurred by Purchaser or its assignee, unless otherwise specifically agreed by MAY in writing and signed by an officer of MAY. Assignee will be liable under terms of this agreement for any liabilities incurred by assignee.

**XV. Indemnity for Infringement.** IF PURCHASER FURNISHES SPECIFIED LANGUAGE OR DESIGNS FOR SIGNAGE, PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS MAY AGAINST ANY CLAIM OF INFRINGEMENT UNDER ANY COPYRIGHT, TRADEMARK OR ANY OTHER LAW ARISING OUT OF MAY'S COMPLIANCE WITH PURCHASER'S SPECIFICATIONS, EVEN IF CLAIM IS BASED IN WHOLE OR IN PART UPON NEGLIGENCE OR OTHER FAULT OF MAY. MAY SHALL GIVE PURCHASER WRITTEN NOTICE WITHIN A REASONABLE TIME OF ANY CLAIM OF WHICH MAY HAS KNOWLEDGE, AND SHALL PROVIDE PURCHASER WITH THE ASSISTANCE, INFORMATION AND AUTHORITY NECESSARY TO PERFORM PURCHASER'S OBLIGATION UNDER THIS PARAGRAPH.

**XVI. Agreement Regarding Use of Certain Products.** Products that include alcoholic or tobacco related marks are intended for adults of legal age. Such products should not be promoted or displayed in a way that targets children, juniors, or people under the legal age limit.

**XVII. Purchaser's Agreement to Terms as Condition to Any Contract.** Any offers or acceptance of offers for sales by MAY are conditioned on Purchaser's agreement to Terms and Conditions stated herein and any other Terms and Conditions stated by MAY in any Credit Application or Agreement, Invoice or other document provided by MAY. No inconsistent or additional terms or conditions shall apply unless MAY expressly and clearly agrees to inconsistent or additional terms or conditions in writing and such agreement is signed by an officer of MAY. If Purchaser does not sign an agreement accepting Terms and Conditions stated herein, or if Purchaser proposes inconsistent or additional terms or conditions, and goods are nevertheless sold or delivered to Purchaser, Purchaser shall nonetheless be deemed to have consented and agreed to Terms and Conditions of MAY without modification, and rights of parties shall be governed exclusively by these Terms and Conditions unless MAY has agreed otherwise in a writing signed by an officer of MAY.

**XVIII. Full Agreement and Modification.** No modification, waiver or rescission of Terms and Conditions stated by MAY shall be effective unless in writing and signed by an officer of MAY. If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be deemed inapplicable and omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect so far as possible. MAY hereby disclaims reliance by any party on any promise, representation, warranty or guarantee not herein contained, either orally or in writing. The entire understanding between the parties hereto is as set forth herein and any promises, representations, warranties or guarantees not herein contained shall have no force and effect unless subsequently agreed to in writing, signed by an officer of MAY and Purchaser.

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Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Customer Number: \_\_\_\_\_