

## TERMS AND CONDITIONS OF USE

*Welcome to Safely6ft.com. We offer social distancing solutions to promote your genuine concern for the health and safety of your customers and employees. Our turnkey graphic products promote social distancing and safe health practices in the workplace. You are reading these Terms because you are using a Safely6ft.com website, social media platform, mobile app, or one of our other products or services, all of which are part of Safely6ft.com's Platform ("Platform").*

These Terms and Conditions of Use ("Terms" or "Agreement") constitute a legally binding agreement between you ("you," "your," or "Buyer") and Safely6ft.com and its affiliates ("Safely6ft," "we," "us," or "our") regarding your use of the Platform. You agree to comply with all Terms of this Agreement when accessing or using our Platform.

**Our Terms May Change:** Some jurisdictions do not allow unilateral updates or changes to consumer terms, so this paragraph may not apply to you. We may update these Terms from time to time, at our sole discretion. If a material change is made, the updated Terms will be posted to our website or you will be notified. If you do not agree to our changes, please stop using the Platform. Your continued use of the Platform shall be deemed your acceptance of the new or updated Terms, except to the extent prohibited by applicable law.

**Eligibility:** You are only eligible to use our Platform if you are of legal age in your jurisdiction.

**Acceptance:** To use the Platform, you must fully accept these Terms, without modification. By placing and paying for an order, you are confirming that you fully agree, accept, and consent to our Terms and Conditions in its entirety.

**Registration:** As part of the registration process you must provide accurate and current registration information. Do not register an account on behalf of someone else or transfer your account. You are responsible for keeping your username, password, and other account credentials secure. Any personal data you provide to us will be handled in accordance with applicable law. You must notify us immediately of any unauthorized use of your account. Safely6ft is not responsible for any loss or activity resulting from the unauthorized use of your account.

**Termination:** In our sole discretion, we may terminate your access to our Platform without notice to you. You may cancel your account at any time. Upon any termination or account cancellation, this Agreement survives.

**Product Order Cancellation; Return and Exchange:** You agree that all sales are final. If you experience an issue while placing an order through our Platform, please submit a support ticket to "support@safely6ft.com" and a client services representative will assist you. You agree and acknowledge that we are not able to cancel your order(s) through our Platform or accept product returns or exchanges once your order is placed. You agree that once your order is placed you will be charged for the product(s) amount, any applicable tax and/or shipping and handling costs, and/or other charge(s), and such charges are final.

**Installation Cancellation:** If notice of an installation cancellation is received prior to a scheduled installation date, we will only hold you responsible for the product(s) amount, any applicable tax and/or shipping and handling costs, and any expenses related to installation that incurred prior to notice of cancellation. An installation cancellation fee may also apply.

### **Prices and Payment:**

- A. The prices displayed on the Platform for products available for purchase represent the applicable retail prices. These prices do not include taxes, shipping and/or handling, or installation. Any applicable taxes and/or shipping and handling costs will be displayed prior to payment. All prices are displayed in United States dollars.
- B. By submitting an order through our Platform, you agree to pay in advance the price of the product(s), any applicable installation charge, any applicable tax and/or shipping and handling costs, and/or other charge.
- C. If the Buyer fails to timely supply amounts due on installation or other event which requires the action or cooperation of the Buyer, the amount shall become due upon such failure.

- D. All amounts not paid to Safely6ft when due shall incur a delinquency charge of one and one-half percent (1.50%) per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. Safely6ft shall be awarded reasonable attorney fees in its enforcement of the Agreement.

**Shipment Confirmation and Delivery:** All orders are subject to acceptance by Safely6ft. We will confirm such acceptance by email confirming that the products have been shipped. If more than one method of shipment and timing for delivery are available, you may choose a shipment option and you will be charged in accordance with your choice. We are not responsible for shipping delays due to circumstances outside of our control.

**Inspection:** For orders that are shipped directly to you and which do not require installation by us, you agree to promptly inspect each order received from Safely6ft. You shall be deemed to have accepted an order within three (3) days following receipt unless you have previously notified us in writing of any claim. All claims for damage in transit shall be submitted directly to the carrier.

**Exterior Installation:** Weather is a critical factor in the installation of exterior graphics. Inclement weather can cause delays to the installation schedule. Surface temperatures must meet manufacturers product specifications. You assume responsibility of costs associated with material and installation not meeting these criteria. We will not be held liable for any costs or defects that could result in voiding manufacturer's warranty.

**Union Installation:** Installation fees are based on non-union labor, unless we are previously notified, in writing, by you that union labor is required. If union labor is required, we will supply the estimated hours required to complete the project. Final invoice will reflect actual hours used to complete and may exceed original estimated hours.

**Installation:** All products that require installation shall be assembled and installed at the expense of the Buyer. Installation charges are our best estimate and include transportation and other variable travel-related expenses, including per diem expenses, for our personnel, all of which are subject to change. The Buyer agrees to pay the final cost of installation, which will reflect the actual installation-related expenses incurred by Safely6ft, including any additional charges that result from delays in starting or completing installation due to circumstances out of our control. Installation will be made during normal working hours (8:00 a.m. – 4:00 p.m., Monday - Friday) unless otherwise stated. Additional labor costs resulting from overtime work performed at the Buyer's request will be passed on to the Buyer. Buyer shall have competent supervisory, maintenance and operating personnel present when our personnel are performing such installation services.

All areas must be accessible for installation by the installation team and by any required equipment needed for the installation. Any surface where graphics and or products are to be installed must be clean, free of debris and at room temperature, unless proposed products specify otherwise. Additional installation product specifications may be necessary and will be provided to you for approval.

Graphics shown on our Platform, or by any other means, are representational of the actual installed graphic(s). There may be slight variances in the exact color and location of the installed graphic(s).

**Product Warranty:** We guarantee our product(s) will be of good quality and free of manufacturer defects. We will repair or replace any product or part that we determine, in our sole discretion, to be defective upon delivery. Claims must be submitted within (3) business days from the date of the delivered goods. This warranty does not include damage resulting from normal wear-and-tear, damage incurred during assembly or maintenance, misuse, abuse, negligence, accidents, dissatisfaction due to buyer's remorse, damages by others, UV fading, water damage, environmental conditions, natural disaster, or other damages resulting from use of the product other than for its intended design.

**Limitation of Express Warranties:** There are no express warranties other than those contained in the Agreement and they are not assignable. Any representations as to performance and other matters, except as contained in the Agreement, were for illustrative purposes only and do not constitute a warranty. Whether or not the products are to be used exclusively by Buyer, there shall be no third-party beneficiaries to the express warranties contained herein. Safely6ft does not warrant any portion of the products not manufactured by or not furnished by us (whether or not

specified by Buyer), but we shall assign to Buyer upon request all assignable warranties of our suppliers related to such products.

**Disclaimer of Warranties:** We neither represent nor warrant that our Platform or its products will meet your requirements. We make no representations or warranties other than as expressly made in these Terms, and hereby disclaim any and all implied warranties including but not limited to fitness for a particular purpose, merchantability, and non-infringement.

**General Liability:** No liability shall accrue against Safely6ft because of any breach of these Terms and Conditions resulting from any work stoppage, act of God, unauthorized delays by the manufacturer, or other delay beyond our control. We accept no responsibility for zoning/code ordinances with respect to interior or exterior graphics installed.

**Liability or Responsibility:** We assume no liability or responsibility for any acts, misuse of our products, advertising, or violations of any local, state, or federal laws or regulations by the Buyer. You assume all responsibility for your acts as it relates to use of our products. You are responsible for using our products in accordance with local, state, and/or federal laws and regulations.

**Safely6ft will not be liable for any consequential, incidental, indirect, punitive, or special damages arising out of, relating to, or connected with your use of our Platform, our services, or our products under any theory of liability. Even if we are advised of the possibility of such damages, our aggregate liability in connection with this agreement will in all events be limited to fifty dollars (\$50.00 USD) or the amount paid to us, if any, as a fee for a particular sale. Some jurisdictions do not allow the limitation or exclusion of liability. In such jurisdictions, our liability to you is limited to the fullest extent permitted by law.**

**Indemnification:** Buyer shall indemnify Safely6ft from any and all third party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise arising out of the use, storage, sale, processing or other disposition of the products, supplies or materials used in connection with the products, or parts manufactured.

**Arbitration:** You agree that any and all disputes or claims that have arisen, or may arise, between you and Safely6ft (including any disputes or claims between you and a third-party agent of Safely6ft) that relate in any way to or arise out of this or previous versions of these Terms, your use of or access to our Platform, the actions of Safely6ft or its agents, shall be resolved exclusively through final and binding arbitration, rather than in court.

**Applicable Law and Jurisdiction:** These Terms apply to all orders and installations submitted through our Platform, to all purchase orders received by Safely6ft, and to all sales of goods and services we sell, except as otherwise specifically provided in a document signed by us. All sales by Safely6ft consist only of these Terms and those in other documents which are referred to herein or are attached hereto or in a document subsequently signed by us and referencing this transaction (all of which constitute the "Agreement"). The Agreement shall be governed, construed, and enforced under the law of the State of Michigan including the Uniform Commercial Code in force on the initial date of the Agreement ("UCC"), except as provided herein. The U.N. Convention on the International Sales of Goods shall not apply. Any services to be provided hereunder, whether or not they are otherwise ancillary to and part of a sale of goods as separate items, shall be considered ancillary to a sale of goods and the UCC shall apply to all goods and services to be provided hereunder ("Goods"). **THE COURTS OF MICHIGAN SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PARTIES AND THE CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT.** The parties stipulate to the convenience of Michigan courts in general, and Oakland County Circuit Court in particular, as to all litigation. Any declaration of unenforceability of a provision shall be as narrow as possible and shall not affect the enforceability of the other provisions.

**Attorney's Fees:** If Safely6ft prevails in any litigation involving our products, services, Platform, or these Terms, we shall be entitled to recover, in addition to any other relief obtained, the costs and expenses we incur, including reasonable attorney's fees.

**Waiver:** The failure of either party hereto at any time to require performance by the other party of any of its obligations hereunder shall in no way affect the full right to require such performance at any time thereafter. The waiver by either

party hereto of any remedy with respect to a breach of any provision hereof shall not be taken as a waiver of a remedy with respect to any succeeding breach of such provision or a breach of any other provision.

**Severability:** The parties agree that each provision contained in these Terms shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in these Terms shall for any reason be held to be excessively broad as to scope, activity or subject so as to be enforceable at all, such provision or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extent compatible with the applicable law.

**Miscellaneous:** We reserve the right to photograph and/or distribute or publish any work created for you for our firms promotional and marketing needs, including but not limited to, mock-ups, comprehensive presentations and installation photographs, as samples for our website, portfolio, firm newsletter, brochures, slide presentations and similar media.