STANDARD TERMS & CONDITIONS

Effective July 21, 2026 | Version 1.0

These terms apply to every Access48 estimate, proposal, proof, change order, invoice, purchase order acknowledgment, and project authorization that references them.

IMPORTANT Approval of an estimate or proof, payment of a deposit, issuance of a purchase order, written or electronic authorization to proceed, acceptance of products or services, or payment of an invoice constitutes the Customer's acceptance of these Terms & Conditions.

1. Estimates, Scope and Pricing

- All estimates are valid for fifteen (15) calendar days unless a different validity period is stated in writing.
- Pricing is based solely on the quantities, specifications, materials, finishes, artwork, site information, and scope identified in the estimate. Work not expressly included is excluded.
- Taxes, permit and inspection fees, engineering, surveys, electrical work, access equipment, freight, shipping, storage, and third-party charges are excluded unless specifically stated as included.
- Actual freight, shipping, delivery, permit, inspection, engineering, and other third-party costs may be billed separately when those costs are unknown at the time of estimating.
- Errors or omissions in drawings, specifications, counts, measurements, or information supplied by the Customer, owner, architect, contractor, or other third party may require a price and schedule adjustment.

2. Payment Terms

- Orders under $1,000 require payment in full before the order is released into production.
- Orders over $1,000 require a fifty percent (50%) deposit before design, procurement, or production begins. The remaining balance is due upon Access48's internal completion of the work unless different terms have been established in writing.
- Internal completion means the products or services are substantially complete and ready for pickup, shipment, delivery, or installation, regardless of the date the Customer elects or is able to receive them.
- Invoices are due upon receipt unless different written terms are shown on the estimate or invoice. Customer payment obligations are not contingent upon payment by an owner, general contractor, lender, insurer, or other third party unless Access48 expressly agrees otherwise in writing.
- Accounts more than thirty (30) days past due may result in suspension of design, purchasing, fabrication, delivery, and installation on any active project until the account is current.
- A service charge of 1.5% per month, or the maximum rate permitted by law if lower, may be assessed on past-due balances. The Customer is responsible for reasonable collection costs and attorneys' fees incurred to collect undisputed past-due amounts, to the extent permitted by law.

3. Proofs, Artwork and Customer Approval

- The Customer must carefully review and verify all proofs, drawings, artwork, copy, spelling, grammar, punctuation, logos, colors, dimensions, quantities, sign types, layouts, mounting methods, locations, and specifications before approval.
- Approval of a proof authorizes Access48 to manufacture exactly as shown and confirms that the Customer has authority to approve the content and design.
- Access48 is not responsible for errors, omissions, code content, layout decisions, dimensions, quantities, or other conditions that appear on a proof or estimate approved by the Customer.
- Any correction, modification, reprint, remake, removal, replacement, or reinstallation resulting from a Customer-approved error or a change requested after approval will be treated as additional work and billed accordingly.
- Colors displayed electronically or printed on office devices are approximations. Final colors may vary due to substrates, inks, paints, finishes, lighting, monitor settings, and manufacturing processes. Physical color samples or manufacturer standards control when expressly specified.

4. Changes, Cancellations and Returns

- Changes requested after approval may require revised artwork, materials, labor, pricing, and completion dates. Access48 will proceed only after written authorization of the additional cost when practical.
- Custom signs, printed graphics, fabricated products, special-order materials, permit services, design services, and completed labor are nonreturnable and nonrefundable.
- If an order is canceled, the Customer remains responsible for all design time, labor, materials, restocking charges, vendor commitments, permit costs, and work completed or committed through the date of cancellation. Deposits will be applied against those amounts and are not automatically refundable.

5. Production Schedule and Delays

- Production and installation dates are estimates provided in good faith and are not guaranteed unless Access48 expressly agrees to a guaranteed date in writing.
- Lead times begin only after Access48 has received all required approvals, deposits, final artwork, field information, site access information, and other requested documentation.
- Access48 is not responsible for delays caused by Customer revisions, late approvals, site conditions, permitting authorities, inspections, utilities, architects, contractors, material shortages, vendor delays, freight carriers, labor disruptions, severe weather, emergencies, force majeure events, or other circumstances outside Access48's reasonable control.

6. Delivery, Pickup, Shipping and Storage

- The Customer must inspect products promptly at pickup or delivery. Visible shortages or damage should be noted at delivery and reported to Access48 in writing within two (2) business days.
- For products picked up by the Customer or released to a Customer-selected carrier, risk of loss or damage transfers when the products leave Access48's possession.
- For products shipped by a carrier, carrier damage must be documented upon receipt and reported promptly so a freight claim can be pursued. Access48 does not guarantee approval or payment of any carrier claim.
- Completed products not collected or accepted within ten (10) business days after notice of completion may incur reasonable storage charges. Access48 is not responsible for deterioration or damage caused by extended storage after the Customer has been notified that the order is complete.

7. Installation and Site Conditions

- The Customer is responsible for providing a safe, accessible, clean, and installation-ready site, including completed wall finishes, adequate structural conditions, accurate utilities information, required blocking, clear work areas, and authorized access during scheduled installation.
- Unless expressly included, the Customer is responsible for electrical circuits, disconnects, primary power, patching, painting, wall repair, landscaping restoration, traffic control, security, union requirements, lifts, scaffolding, and other site support.

- Additional trips, standby time, remobilization, equipment rental, labor, or materials caused by unavailable access, incomplete construction, unsafe conditions, interference by other trades, incorrect site information, or conditions outside Access48's control will be billed as additional work.
- Access48 is not responsible for concealed or unknown conditions, including hidden utilities, inadequate blocking, structural deficiencies, hazardous materials, water intrusion, deteriorated surfaces, or conditions that could not reasonably be observed before installation.
- The Customer is responsible for identifying private utilities and concealed building systems. Access48 will exercise reasonable care but is not responsible for damage to concealed items that were not accurately disclosed or marked.

8. Product Care and Environmental Conditions

- The Customer is responsible for routine cleaning, maintenance, electrical service, landscape clearance, drainage, and protection of the signs after delivery or installation.
- Products must be cleaned only with methods and products appropriate for the specified materials. Abrasive cleaners, pressure washing, harsh chemicals, solvents, scraping, or improper tools may damage the product and void warranty coverage.
- Interior products are not warranted for exterior use, wet locations, excessive humidity, direct sunlight, extreme temperatures, or other environments for which they were not specified.

9. Limited Warranty

- Unless a different written warranty is stated for a specific product, Access48 warrants its original fabrication workmanship for twelve (12) months from the earlier of delivery, pickup, shipment, or substantial completion of installation.
- The limited warranty applies only to defects caused by Access48's workmanship under normal use and conditions. Access48's sole obligation is, at its option, to repair or replace the defective portion of the product. Replacement materials may vary due to availability, aging, or manufacturing changes.
- Any manufacturer warranty on purchased components, lighting, power supplies, hardware, films, paints, laminates, or other materials is passed through to the Customer to the extent assignable and is subject to the manufacturer's terms, exclusions, and claim procedures.
- Warranty service does not include removal, access equipment, shipping, travel, permits, electrical work, wall repair, refinishing, or reinstallation unless Access48 determines that those costs resulted directly from a covered Access48 workmanship defect.

10. Warranty Exclusions and Transfer of Responsibility

- Once products leave Access48's possession, Access48 is not responsible for loss, theft, breakage, mishandling, improper storage, improper transportation, or damage caused by the Customer, a carrier, installer, contractor, occupant, or other third party.
- The limited warranty does not cover damage, failure, fading, corrosion, delamination, movement, or deterioration caused by vandalism, theft, impact, abuse, misuse, neglect, improper cleaning, improper maintenance, unauthorized repair or modification, building movement, settlement, vibration, water intrusion, roof or wall leaks, pests, landscaping, pollution, salt air, chemicals, electrical surges, inadequate power, or conditions outside Access48's control.
- The limited warranty does not cover hurricanes, tropical storms, tornadoes, hail, lightning, flooding, windborne debris, fire, extreme heat, freeze events, or other weather events or acts of God.
- Normal wear, minor color variation, natural material variation, gradual fading, lamp or LED output changes within manufacturer tolerances, and consumable or maintenance items are not defects.
- Products installed, moved, altered, repaired, wired, or serviced by anyone other than Access48 or an Access48-authorized provider are not covered to the extent the work by others caused or contributed to the condition.

11. Warranty Claims

- Warranty claims must be submitted in writing during the applicable warranty period and include the project name, invoice or job number, description of the issue, and clear photographs.
- The Customer must provide reasonable access for inspection and must not perform repairs that could prevent Access48 from evaluating the claim, except for emergency measures reasonably necessary to prevent further damage.
- No employee, installer, vendor, or representative may expand this limited warranty unless the expansion is stated in a written document signed by an authorized officer of Access48.

12. Ownership and Use of Designs

- Unless expressly transferred in writing, Access48 retains ownership of its concepts, design files, production files, shop drawings, fabrication methods, samples, and intellectual property. Payment for a sign does not automatically transfer editable or production-ready files.
- The Customer represents that it has permission to use all logos, artwork, photographs, trademarks, copy, and other content supplied to Access48 and agrees to be responsible for claims arising from unauthorized Customer-supplied content.
- Access48 may photograph completed work and use nonconfidential project images for portfolio, website, award, and marketing purposes unless the Customer provides a written restriction before production.

13. Limitation of Liability

- To the fullest extent permitted by law, Access48's total liability arising from a project will not exceed the amount actually paid to Access48 for the specific product or service giving rise to the claim.
- Access48 will not be liable for lost profits, loss of use, business interruption, delay damages, loss of goodwill, incidental damages, special damages, or consequential damages, even if advised that such damages may occur.
- Nothing in these Terms excludes liability that cannot legally be excluded or limited.

14. Permits, Codes and Approvals

- Permit, engineering, inspection, landlord, owner, architectural, and governmental approvals are the Customer's responsibility unless expressly included in Access48's scope.
- Access48 will use commercially reasonable efforts to fabricate in accordance with the approved scope and information provided. Final interpretations and approvals remain with the authority having jurisdiction, owner, landlord, architect, or other reviewing party.
- Changes required by a reviewing authority after approval or production may result in additional charges and schedule adjustments.

15. Disputes, Governing Law and Severability

- These Terms and the related transaction are governed by the laws of the State of Florida, without regard to conflict-of-law principles.
- Before filing a lawsuit, the parties will first attempt in good faith to resolve the dispute through direct discussions between authorized representatives.
- If any provision is found unenforceable, the remaining provisions will remain in effect, and the unenforceable provision will be modified only to the minimum extent necessary to make it enforceable.

16. Entire Agreement and Acceptance

- The estimate, approved proofs, written change orders, these Terms & Conditions, and any other documents expressly incorporated by reference constitute the agreement between Access48 and the Customer for the applicable project.
- Customer purchase order terms, portal terms, or other preprinted terms do not modify or supersede these Terms unless Access48 expressly agrees to the modification in a writing signed by an authorized officer.
- In the event of a direct conflict, a project-specific written term signed by an authorized officer of Access48 controls over these standard terms only for that project.
- The Customer is responsible for opening and reviewing the linked Terms & Conditions before authorizing work. Failure to open the hyperlink does not, by itself, withdraw the Customer's acceptance when the estimate or invoice clearly states that authorization constitutes agreement to these Terms.