

## Policies & Procedures

Thank you for your interest in working with EconoChannel, Inc. We believe in creating mutually beneficial alliances with our clients, and to help facilitate this we have outlined our policies below:

- To assure that your order is accurate, we will not begin the production process until we receive:
    - **Approved Quotation-** EconoChannel's quotes are itemized to ensure you know exactly what you will receive
    - **Approved Order Form-** Our Pre-Production Dept. creates an Order Form unique to your job detailing its specifications
- \*Note:** If you have sent a Purchase Order, please note that any changes or requests must be noted on EconoChannel production forms to prevent any oversight or miscommunication.
- Next Day, 2 Day and 3 Day orders are required to be prepaid and are non-refundable. To ensure the shipping deadline is met, payment for these orders must be made in the form of Credit Card, Cashier's Check or Money Order.
  - All other orders require a 50% deposit prior to commencement. For your convenience and to avoid shipping delays due to payment, EconoChannel will automatically charge the balance and freight costs as soon as the order is ready to ship. You may also send payment in the form of a Company Check, Cashier's Check, Wire Transfer, ACH or Money Order. Please keep in mind that if a company check is used the shipment cannot leave our facility until the payment clears our bank. This does not apply to companies with an in-house account. Price quotes are valid for 45 days.
  - If an order is cancelled prior to commencement and a deposit has been made using a credit card, EconoChannel will refund the full deposit amount by check.
  - Should an order be cancelled or changed, you the client will only be responsible for production costs incurred to that point.
  - To ensure that EconoChannel produces each job to the desired specifications, any change orders or cancellations require written authorization from you the client.
  - **IMPORTANT:** All signs are checked by our Quality Control Department to ensure they are fully functional prior to shipment. EconoChannel goes to great lengths to crate each sign securely, but we know that accidents do happen in transit. **Shipments must be inspected upon receipt so that any damage to the crate or signage during shipping can be noted on the freight companies Delivery Receipt.** We place a large red & white sticker on each crate notifying the receiver that the shipment must be inspected upon delivery. If the sign is accepted without any notation of damage, then the client is hereby acknowledging that the sign will be considered to have been received in perfect working condition and that any subsequent damage is the result of handling after delivery.
  - Once the damage to the crate has been noted on the Delivery Receipt, please contact our office within 48 hours, and even though the freight company was responsible for the damage our Shipping Department staff will always be available to walk you through the reimbursement process and assist you with the claim form. The claim will be made in the amount of the client's cost of repair or for the amount the client paid to purchase the replacement from EconoChannel. Please note that damaged items may not be discarded until after the claim has been paid. The freight companies reserve the right to retain the damaged/destroyed items as salvage, and they may deny a claim if the articles are not readily available for inspection. The freight company will reserve the right to deny all claims if the damage was not noted on the Delivery Receipt.

- In the rare event of damage or loss during shipping, you agree that you will process an insurance claim with the shipping company to recover your losses, and that you will not perform a credit card chargeback to recover such a loss.
- All orders are FOB EconoChannel, Inc. Miami, Florida. Purchaser hereby waives any and all privileges and rights, which they may have pertaining to their states statutes as it relates to venue and further agrees that any action will be brought in the appropriate Court in Miami-Dade County, Florida. Purchaser will be liable for any associated expenses including without limitation court costs and reasonable attorney's fees.
- The Purchaser will be liable for unpaid balance together with all exchange charges and all costs or expenses incurred in collection of this unpaid balance or any part thereof by suit or otherwise, including reasonable attorney's fees, if placed in the hands of an attorney for collection.
- All signs manufactured by EconoChannel, Inc. are guaranteed for a period of 90 days from the date of shipment or invoice, whichever occurs first, to be free of defects in materials and workmanship (not related to sign installation). Defective components will be repaired or replaced during this period without charge, excluding shipping charges (F.O.B. EconoChannel, Inc.)  
Manufacturer/Distributor's only obligation shall be to replace such quantity of product proved to be defective. Neither distributor, nor manufacturer, shall be liable for any injury, loss, or consequential damage out of the use or inability to use the product. Before using, user shall determine the suitability of the product for their intended use, and user assumes all risk and liability in connection therewith.
- For a warranty to be valid, EconoChannel must be notified of any defects prior to any corrective action being taken. The warranty will be automatically voided for all work or repairs made without written authorization from EconoChannel.
- EconoChannel will not be responsible for costs related to sign repair & maintenance, which includes but is not limited to, travel time & labor.
- Defective ballasts & transformers must be returned to EconoChannel for replacement.  
EconoChannel's supplier reserves the right to test the returned item to ensure that it was a manufacturer's defect prior to shipping a replacement. Since EconoChannel has been contracted in a manufacturing capacity, we will not be liable for any shipping & handling charges related to product replacement.
- EconoChannel does not automatically include freight in our quotation. Upon request, we will provide you with a preliminary shipping estimate. Please note that the estimate is based on historical information and is not necessarily an accurate representation. The actual freight charges cannot be determined until the sign is crated.
- By entering this agreement with EconoChannel you are acknowledging that EconoChannel is being contracted solely in a manufacturing capacity, and we will manufacture the sign to the specifications on the Order Form. The information on the Order Form is what will be utilized for the fabrication of the sign and will supersede any prior written or verbal acknowledgements.
- For your convenience, signs may be picked up from our facility or you may opt to have them delivered. As a courtesy, EconoChannel will choose the most economical and reliable freight company with which to ship your order; or if preferred, you may use your company's designated carrier.
- Any shipping related requests such as Changes to Shipping Address, Blind Shipments, Preferred Carriers, etc...need to be submitted to EconoChannel in writing.
- Clients sending shipments to 3<sup>rd</sup> parties are responsible for notifying their consignee/recipient of the following:

**IMPORTANT DISCLAIMER – FORWARD THIS NOTICE TO YOUR INSTALLERS WITH EVERY ORDER**

**TO PROCESS A CLAIM FOR OUR CLIENTS ALL OF THE FOLLOWING STEPS MUST BE FOLLOWED IN FULL:**

1) Receiver MUST take pictures of the signs upon arrival - while they are still in the original crates/packaging. Many damage / missing items claims are being reported long after the signs have been delivered /off-loaded. We will need the photos of how the crates and signs arrived in order to compare these with our pictures of how they left our facility.

2) Inspect every crate upon arrival and **note ANY damage - no matter how small/ minor to the crate on the delivery receipt**. Even if the sign does not look damaged it will cover everyone for concealed damage. **DO NOT WRITE A VALUE – ONLY THE WORD DAMAGED**

BUT – please explain to them to write **ONLY THE WORD DAMAGED – nothing else**. Some are going into detail that has come back and cause a problem during the claim process. Just the word **DAMAGED** is required.

Many of these crates (especially large crates) sustain concealed damage during shipping from tipping or dropping when they are moved from truck to truck. If you all would please make a huge emphasis about the pictures upon arrival and writing only the word Damaged on the delivery receipt with your installers it will help make any issues easy to resolve – **Again this is the only way Econochannel will be able to assist with replacing damaged / missing parts with the claims process.**

▪ **REPAIRS OR ERRORS:**

1) Any work an installer needs to do because of missing parts or an error by EconoChannel, must be authorized in writing by EconoChannel first.

2) Anything that is missing or that needs to be repaired must be reported within 48 hours of shipment arrival.

**3) Signs must be inspected at their shop prior to taking them to the install site in case something needs to be fixed. EconoChannel will not authorize repairs done in the field. These repairs take longer and cost a lot more and can be fixed ahead of time at their shop.**