TERMS AND CONDITIONS OF SERVICE

Last Updated: [January 29, 2026]

ACCEPTANCE OF TERMS

1.1 *Binding Agreement*. These Terms and Conditions of Service (the "Agreement") is entered into between Essence Printing Inc., a California corporation with its principal place of business at 270 Oyster Point Boulevard, South San Francisco, CA 94080 ("Company"), and the individual or entity identified in the applicable order form, quote, invoice, or other ordering document ("Client").

1.2 *Effective Date*. This Agreement shall be effective as of the date of the last signature affixed to the applicable order form, quote, invoice, or other ordering document (the "Effective Date").

1.3 *Scope of Application*. These terms apply to all visitors, users, and others who use our services, including custom printed graphics, fabrication, installation, project consultation, planning, and related services provided by Company.

1.4 *Entire Agreement*. This Agreement, together with any applicable project documentation, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, negotiations, representations, and communications, whether oral or written.

SERVICE AGREEMENTS AND SCOPE

2.1 *Services Provided*. Company provides custom printed graphics, installation, removal, project consultation, planning, and related services.

2.2 *Project Documentation*. All services are subject to written agreements, quotes, and specifications provided by Company. Changes to project scope must be agreed upon in writing and may result in additional charges.

2.3 *Project Specifications*. All Services will be performed according to the specifications, requirements, and deliverables outlined in the applicable project documentation. Any changes to the scope of Services must be agreed upon in writing by both parties.

2.4 *In-Person Services*. Certain Services may require in-person work at Client's premises or other designated locations. Company will coordinate with Client to schedule such Services at mutually agreeable times.

CLIENT RESPONSIBILITIES

3.1 *Materials and Information*. Client shall provide all necessary content, information, and materials required for Company to perform the Services in a timely manner. This includes, but is not limited to, text content, images, logos, brand guidelines, and any other assets needed to complete the project.

3.2 *Review and Feedback*. Client shall review all deliverables promptly and provide clear feedback within the timeframes specified in the project documentation.

3.3 Site Access and Preparation. For in-person Services, Client shall:

- **Provide safe and timely access to all necessary areas**
- **Ensure the site meets all safety requirements and applicable regulations**
- **Obtain any necessary permits or authorizations for the work**
- **Provide adequate utilities and facilities as required for the Services**
- **Notify Company of any site-specific hazards or requirements**

3.4 *Compliance with Laws*. Client shall ensure that all materials provided to Company and all requested Services comply with applicable laws, regulations, and industry standards.

3.5 *Site Requirements*. For installation services, unless agreed otherwise, clients are responsible for:

- **Obtaining necessary permits and approvals**
- **Providing accurate site measurements and conditions**
- **Ensuring safe access to installation areas**
- **Compliance with local building codes and regulations**

3.6 *Site Assessment*. Company will assess site conditions and may require additional charges for challenging installations or unexpected site conditions not disclosed during initial consultation.

PAYMENT TERMS AND PRICING

4.1 *Payment Structure*. Payment terms for Company services are as follows:

- **A deposit of 50% is required before work begins for new clients or large projects**
- **Final payment is due upon completion and before delivery/installation**
- **Payment methods accepted include cash, check, and major credit cards**
- **Late payments may incur additional fees as specified in project agreements**
- **All prices are subject to change without notice for future orders**

4.2 *Quote Validity*. Quotes are valid for 30 days unless otherwise specified. Material cost fluctuations may affect final pricing for projects with extended timelines.

4.3 *Expenses*. Client shall reimburse Company for all reasonable expenses incurred in performing the Services, including but not limited to travel expenses, materials, printing costs, and third-party services, as specified in the project documentation.

4.4 *Late Payments*. Payments not received by the due date will accrue interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

INTELLECTUAL PROPERTY RIGHTS

5.1 *Client Materials.* Client retains all rights to materials provided to Company for use in performing the Services. Client grants Company a limited license to use such materials solely for the purpose of performing the Services.

5.2 *Client Responsibility*. Clients are responsible for ensuring they have proper rights to any logos, images, or content they provide for use in their signage projects. Company is not liable for copyright infringement resulting from client-provided materials.

5.3 *Deliverables*. Upon full payment of all fees and expenses, Company assigns to Client all rights, title, and interest in the final deliverables created specifically for Client, except as otherwise specified in the project documentation.

5.4 *Company Materials*. Company retains all rights to pre-existing materials, tools, techniques, and knowledge used in creating the deliverables. Company grants Client a non-exclusive, perpetual license to use such materials as incorporated into the final deliverables.

5.5 *Portfolio Rights*. Company reserves the right to photograph completed projects for portfolio and marketing purposes unless specifically prohibited by client agreement.

CONFIDENTIALITY

6.1 *Confidential Information*. Each party may disclose to the other certain Confidential Information. "Confidential Information" means any information disclosed by one party to the other that is marked as confidential or would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to business plans, financial information, customer information, design concepts, proprietary techniques, and trade secrets.

6.2 *Protection of Confidential Information*. Each party agrees to:

- **Maintain the confidentiality of the other party's Confidential Information**
- **Use such Confidential Information solely for the purpose of performing under this Agreement**
- **Disclose such Confidential Information only to employees and contractors who need to know and are bound by similar confidentiality obligations**
- **Use at least reasonable care to protect the other party's Confidential Information**

6.3 *Exclusions*. Confidential Information does not include information that:

- **Is or becomes publicly available through no fault of the receiving party**
- **Was known to the receiving party prior to disclosure**
- **Is independently developed by the receiving party without use of the disclosing party's Confidential Information**
- **Is rightfully obtained from a third party without restriction**

6.4 *Duration*. The confidentiality obligations in this section shall survive for one (1) year after the termination of this Agreement.

WARRANTIES AND QUALITY ASSURANCE

7.1 *Company Warranties*. Company provides the following warranties on our work:

- **Materials and installation warranty for 1 month from completion date**
- **Warranty covers defects in materials and installation under normal use**
- **Warranty does not cover damage from weather, vandalism, or misuse**

7.2 *Warranty Claims*. Warranty claims must be reported within 30 days of discovery. Company will repair or replace defective work at our discretion. This warranty is in lieu of all other warranties, express or implied.

7.3 *Additional Company Warranties*. Company represents and warrants that:

- **Company has the right and authority to enter into this Agreement**
- **The Services will be performed in a professional and workmanlike manner**
- **The deliverables will substantially conform to the specifications in the project documentation**
- **To Company's knowledge, the deliverables will not infringe upon the intellectual property rights of any third party**

7.4 *Client Warranties*. Client represents and warrants that:

- **Client has the right and authority to enter into this Agreement**
- **Client owns or has licensed all materials provided to Company for use in the Services**
- **Such materials do not infringe upon the intellectual property rights of any third party**
- **Client's use of the deliverables will comply with all applicable laws and regulations**

7.5 *Disclaimer*. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

LIMITATION OF LIABILITY

8.1 *Limitation*. Company's liability is limited to the cost of the specific service or product provided. We are not liable for:

- **Consequential, incidental, or indirect damages**
- **Lost profits or business opportunities**
- **Delays caused by weather, permit issues, or third-party factors**
- **Damage to client property not directly caused by our negligence**
- **Issues arising from client-provided specifications or materials**

8.2 *Liability Cap*. Total liability for any claim shall not exceed the amount paid by the client for the specific service in question.

8.3 *Exceptions*. The limitations in this section shall not apply to:

- **Either party's indemnification obligations**
- **Either party's breach of confidentiality obligations**
- **Client's payment obligations**
- **Liabilities that cannot be limited by law**

INDEMNIFICATION

9.1 *Client Indemnification*. Client shall indemnify, defend, and hold harmless Company and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- **Client's use of the deliverables**
- **Client-provided materials, including, but not limited to, any third-party claims regarding the intellectual property rights of the Client-provided materials**
- **Client's breach of this Agreement**
- **Client's negligence or willful misconduct**

- **Site conditions or access issues for in-person Services**
- **Violations of building codes or regulations related to Client specifications**
- **Third-party injuries during installation when caused by Client negligence**

9.2 *Indemnification Procedure*. Company shall:

- **Promptly notify Client of any claim**
- **Cooperate with Client in the defense of the claim**
- **Grant Client sole control over the defense and settlement of the claim, provided that no settlement admitting liability or imposing non-monetary obligations on Company shall be made without Company's prior written consent**

INSURANCE REQUIREMENTS

10.1 *Client Insurance*. For in-person Services performed at Client's premises or other locations designated by Client, Client shall maintain, at its own expense, the following insurance coverage:

- **Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence**
- **Property insurance covering Client's property and premises**

10.2 *Certificates of Insurance*. Upon request, Client shall provide Company with certificates of insurance evidencing the required coverage.

10.3 *Notice of Cancellation*. Client shall provide Company with at least thirty (30) days' written notice prior to any cancellation, non-renewal, or material change in the required insurance coverage.

ACCEPTANCE TESTING AND APPROVAL PROCESS

11.1 *Delivery and Acceptance*. Company will deliver and/or install the deliverables to Client as specified in the project documentation. Client shall have the shorter of twenty-four (24) hours delivery or installation, as specified in the project documentation, and actual usage of the deliverables (e.g., the event for which the deliverables will be used has begun) (the "acceptance period") to inspect and test the deliverables for conformance with the specifications.

11.2 *Acceptance or Rejection*. Within the acceptance period, Client shall either:

- **Accept the deliverables by providing written notice of acceptance to Company, or**
- **Reject the deliverables by providing written notice specifying in reasonable detail how the deliverables fail to conform to the specifications**

11.3 *Deemed Acceptance*. If Client does not provide written notice of acceptance or rejection within the acceptance period, the deliverables shall be deemed accepted.

11.4 *Correction of Deficiencies*. If Client rejects the deliverables, Company shall use reasonable efforts to correct the deficiencies and redeliver the corrected deliverables within a reasonable time. Upon redelivery, the acceptance process shall repeat.

11.5 *Installation Acceptance*. For in-person installation Services:

- **Client shall inspect the installation upon completion**
- **Client shall sign an installation acceptance form acknowledging completion**
- **Any deficiencies shall be noted on the form and corrected by Company within a reasonable time**

CANCELLATION AND REFUND POLICY

12.1 *Project Cancellation Terms*. Project cancellation terms are as follows:

- **Cancellations before work begins: Full refund minus 10% processing fee**
- **Cancellations after work begins: Charges apply for work completed and materials ordered**
- **Custom orders cannot be cancelled once production begins**
- **Installation cancellations require 48-hour notice to avoid charges**

12.2 *Company Cancellation Rights*. Company reserves the right to cancel projects due to safety concerns, permit issues, client non-compliance with agreed terms, or for other reasons outside of Company's control such as denial of access to the delivery / installation site. In such cases, charges apply only for work completed.

FORCE MAJEURE

13.1 *Force Majeure Events*. Neither party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, epidemic, war, terrorism, riot, civil unrest, government action, labor disputes, or supply chain disruptions ("Force Majeure Event").
13.2 *Notice*. The party affected by a Force Majeure Event shall promptly notify the other party of the event and its expected duration.
13.3 *Mitigation*. The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably possible.
13.4 *Extended Force Majeure*. If a Force Majeure Event continues for more than thirty (30) days, either party may terminate this Agreement upon written notice to the other party.

ASSIGNMENT AND SUBCONTRACTING
14.1 *Assignment*. Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement without consent to a successor in interest in connection with a merger, acquisition, or sale of all or substantially all of its assets.
14.2 *Subcontracting*. Company may subcontract portions of the Services to qualified third parties, provided that:

- **Company remains fully responsible for the performance of all Services**
- **Company ensures that all subcontractors comply with the terms of this Agreement**
- **Company notifies Client of any subcontractors who will perform in-person Services at Client's premises**

14.3 *Binding Effect*. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

DISPUTE RESOLUTION
15.1 *Resolution Process*. Any disputes arising from services provided by Company shall be resolved through:

- **Initial good faith negotiation between parties**
- **Mediation through a mutually agreed upon mediator**
- **Binding arbitration if mediation fails**

15.2 *Jurisdiction*. Jurisdiction in San Mateo County, California courts if arbitration is not applicable. California state law governs these terms and any disputes arising from our services.
15.3 *Attorneys' Fees*. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in any dispute arising out of or related to this Agreement.

SEVERABILITY
16.1 *Severability*. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The parties shall negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves the original intent and economic effect of the Agreement as closely as possible.
16.2 *Reformation*. If any provision of this Agreement is found to be overly broad in scope, duration, or area, it shall be reformed to the extent necessary to make it enforceable while preserving its intent.

NOTICES
17.1 *Delivery Methods*. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective when:

- **Delivered personally**
- **Sent by certified mail, return receipt requested**
- **Sent by overnight courier with tracking capability**
- **Sent by email with confirmation of receipt to designated emails detailed in the quote**

17.2 *Addresses*. Notices shall be sent to the addresses specified in the project documentation or to such other address as either party may designate in writing.
17.3 *Contact Information Updates*. Each party shall be responsible for notifying the other of any changes to its contact information.

CHANGES TO TERMS
18.1 *Modification Rights*. Company reserves the right to modify these terms of service at any time. Continued use of our services after changes constitutes acceptance of new terms.
18.2 *Ongoing Projects*. For ongoing projects, existing agreements remain in effect under the terms agreed upon at project initiation.
18.3 *Amendments*. Notwithstanding the foregoing, this Agreement may be amended by a written document signed by both parties.

GENERAL PROVISIONS
19.1 *No Waiver*. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right to enforce it at a later time.
19.2 *Relationship of Parties*. The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.
19.3 *Counterparts*. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
19.4 *Survival*. The provisions of this Agreement that by their nature should survive termination shall survive, including but not limited to Sections 5, 6, 7, 8, 9, and 19.
19.5 *Headings*. The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.
19.6 *Time is of the Essence*. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.
19.7 *Entire Agreement*: This Agreement, including any order form, quote, invoice, or other ordering document, constitutes the entire understanding between the parties concerning the Services and supersedes all prior agreements or understandings.