

TERMS AND CONDITIONS

These terms and conditions are effective as of March 1, 2008, and shall govern all Proposals, Estimates and Invoices issued by Concept Vision, L.L.C., an Indiana limited liability company ("COMPANY"), to any Customer from and after the effective date until these terms are amended, and such amended terms and conditions are posted on this website. These terms and condition shall supplement any other written agreement(s) between the parties and, in the event of any inconsistency between these terms and conditions and the terms of any written agreement between the parties, these Terms and Conditions shall control. No other terms shall apply.

1. Products and Services Orders. All Company Proposals, Estimates and Invoices shall be deemed accepted by the Customer immediately upon receipt by the Customer, for the "Products" and/or "Services" as defined in the Proposals, Estimates and Invoices at the Price(s) set forth or calculated on such Proposal, Estimate or Invoice. Such Proposals, Estimates and Invoices may be transmitted to the Customer via mail, facsimile and/or electronically. These Terms and Conditions will control over any conflicting terms in a quotation, receipt, acknowledgement, acceptance or proposal from the Customer. COMPANY may terminate or cancel any Proposal or Estimate issued hereunder immediately upon notice to Company.
2. Payment. Payments to Company shall be made, at Company's option (i) within thirty (30) days after date of Invoice, or (ii) in accordance with the terms as set forth on Company's Proposal or Estimate. Any invoice that remains unpaid for a period of more than thirty (30) days, shall bear interest at an annual interest rate of Twenty-two (22%), until paid. Payments shall be applied first to any interest charges and then to the outstanding amount due under any Invoice. In the event that the Company is required to engage the services of an attorney to collect any outstanding balances owed to the company, then the Customer agrees to pay all costs of collection, including a reasonable attorney's fee.
3. Term. The pricing set forth on any Proposal or Estimate Order shall remain in effect for thirty (30) days from the date of said Proposal or Estimate, unless a different effective date is stated thereon.
4. Entire Agreement. These terms and conditions, together with the other terms set forth on Proposal, Estimate or Invoice, shall constitute the entire agreement between the parties related to the purchase and sale of the Products and/or Services forming the subject matter of the Proposal, Estimate or Invoice. No additional terms shall apply unless agreed to in writing, and signed by a duly authorized representative, of Company. These terms and conditions are to be construed according to the laws of the State of Indiana. Any action or proceedings by COMPANY against Customer may be brought by Company in any court(s) having jurisdiction over Supplier or, at the Company's option, in the court(s) having personal jurisdiction over Company's location, in which event Customer consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Customer against the Company may be brought by Customer only in the court(s) having personal jurisdiction over the location of Company from which the purchase order is issued.
5. Notices. Any notice given pursuant to this Agreement shall be given in writing to the parties at the address set forth on the Proposal, Estimate or Invoice.
6. Severability. If a provision in these Terms and Conditions is found by a court of competent jurisdiction to be illegal, or unenforceable, it shall not affect any other provision of these terms and conditions and the remaining provisions of these terms and conditions shall remain in full force and effect.
7. Intellectual Property. The Company represents and warrants that its Products and/or Services do not infringe on any proprietary right and agrees: (a) to indemnify, defend, and hold Customer harmless from and against any claims of infringement (including patent, trademark, copyright, industrial design right, or any other proprietary right, or misuse or misappropriation of trade secret) and resulting loss, costs, damages and expenses (including attorney's and other professional fees) arising from and/or related to the Products and/or Services provided by the Company.
8. No Waiver. The failure of by COMPANY at any time to require performance by Customer of any provision of these terms and conditions shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of Customer's breach of any provision of these terms and conditions constitute a waiver of any succeeding breach of the same or any other provision.
9. Employees. Customer shall not directly or indirectly, hire or solicit for hire, any person who has been employed and/or engaged by and/or for the benefit of COMPANY at any time within the previous two (2) years.
10. Construction Rules. The parties agree that any principle of construction or rule of law that provides that any terms and conditions shall be constructed against the drafter of the terms and conditions in the event of any inconsistency or ambiguity in such terms and conditions shall not apply to these terms and conditions.
11. Force Majeure. Company may be excused from performing any of its obligations hereunder, in whole or in part, to the extent that the inability to perform is caused by an act of God, war, riot, civil commotion, explosion, fire, government action, court order, epidemic or any other circumstances beyond its reasonable control including, without limitation, the actions or inactions of Customers.
12. BIM (BUILDING INFORMATION MODEL) DISCLAIMER. The Company will through the course of any BIM project provide Customer with information and three-dimensional models based on criteria submitted to the Company from the Customer and its subcontractors. The Company will use reasonable industry standards to create a BIM that accurately depicts the proposed structure. However, the Company disclaims any warranty that the BIM constitutes an engineering or architecturally correct model of the structure. Therefore, the Customer releases the Company from any such liability arising out of the Company's failure to accurately depict all aspects of the BIM.