



Valley Office
 14460 Ventura Blvd
 Sherman Oaks, CA 91423
 818-784-9846

TRANSACTION # **INV214114**
 DATE **04/10/2017**
 REFERENCE **SO310277**
 SALES TEAM **415 DAVID ESQUEDA**



INVOICE

CUSTOMER C205679

CITY OF LOS ANGELES - TARZANA NEIGHBORHOOD COUNCIL

PROJECT

LIGHT POLE BANNER REPAIR

PRIMARY CONTACT

IRIS POLONSKY
 818-414-6626
 bklyneez@yahoo.com

PAYMENT TERMS

Net 30

SHIPPING METHOD

Installation - AAA Factory

CUSTOMER P.O.

Inv # 216708

BILL TO

TARZANA NEIGHBORHOOD COUNCIL
 CITY OF LOS ANGELES
 P.O. BOX 571016
 TARZANA CA 91357

SHIP TO

TARZANA NEIGHBORHOOD COUNCIL
 CITY OF LOS ANGELES
 P.O. BOX 571016
 TARZANA CA 91357

QTY	ITEM NAME / DETAIL	EACH	TOTAL
1	LIGHT POLE BANNER REPAIR - TARZANA, CA (TARZANA NEIGHBORHOOD COUNCIL BANNERS)	\$495.00	\$495.00

Pole Banner Installation

SUBTOTAL \$495.00
TAX (8.75%)* \$0.00
TOTAL \$495.00
BALANCE DUE \$495.00

PAYMENT DUE BY 05/10/2017

PLEASE MAKE ALL PAYMENTS TO: AAA FLAG & BANNER · 8955 NATIONAL BLVD · LOS ANGELES · CA · 90034

DESIGN · PRINT · INSTALL

A FINANCE CHARGE OF 1 % PER MONTH WHICH IS EQUIVALENT TO AN ANNUAL PERCENTAGE RATE OF 12% WILL BE APPLIED TO ACCOUNTS PAST DUE. It is understood and agreed that in event it becomes necessary for AAA Flag & Banner, Mfg. Co to institute action to collect payment for merchandise sold herein, purchaser will pay all collection costs, including reasonable attorney's fees. The goods will be delivered, Ex-Works, to the agreed upon AAA Flag & Banner facility (Los Angeles, CA; San Francisco, CA; Miami, FL) and if the Customer desires that the goods be shipped to any other location, the Customer shall bear all cost and risks in shipment of the goods. Any Claims or Returns must be made within 2 days of receipt of goods. Upon approval, stock items will be issued a store credit. Custom products will either be repaired, replaced, or issued a credit upon approval. Goods must be picked up within 15 days of completion, as AAA will not be responsible after this point. AAA Flag & Banner Mfg. Co., Inc. shall not be responsible for shipping/freight costs or for loss of or damage to goods, whether or not Customer chooses to insure the goods. Customer shall have the responsibility for pursuing any such claim against any carrier and if Customer has chosen to insure the goods, then Customer shall have responsibility for pursuing any claim under said insurance. See accompanying Terms and Conditions for further details.



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TERMS AND CONDITIONS

1. **Acknowledgement and Agreement.** The Terms and Conditions set forth herein apply to any sale of goods or services by AAA Flag & Banner Mfg. Co., Inc. ("AAA Flag") to Customer. By signing the Quote, Customer acknowledges that it has read, understands and agrees to these Terms and Conditions. In addition, by agreeing to place an order with AAA Flag, and by accepting the goods and services ordered from and supplied by AAA Flag, Customer shall be deemed to have full knowledge of the Terms and Conditions set forth herein, shall be deemed to have accepted all such Terms and Conditions without objection, and such Terms and Conditions shall be binding in all respects on Customer.
2. **Inconsistency and Modification.** In the event of any conflict or inconsistency between the Terms and Conditions set forth herein and any term or condition set forth in any Order or in any offer or other form issued by Customer, whether or not such offer or other form is accepted by AAA Flag, the Terms and Conditions set forth herein shall prevail. No waiver, alteration, or modification of the Terms and Conditions set forth herein shall be valid or binding on AAA Flag unless made in writing and signed by a duly authorized representative of AAA Flag.
3. **Variations.** Customer acknowledges that, due to differences in equipment, materials, inks and other conditions between color proofing and actual production operations, a reasonable variation in color, clarity, brightness, and tone may exist between the proofs provided to Customer and the completed, manufactured goods supplied by AAA Flag. Customer further acknowledges and agrees a variation in appearance from the Order submitted by Customer and from any sample provided by AAA Flag is expected and reasonable, is acceptable to Customer, and shall not be deemed to be non-conforming or defective.
4. **Site Survey and Indemnity.**

Site Survey: In order for AAA Flag to accomplish its work, AAA Flag might require a survey of the site prior to installation or delivery of the goods. The sole purpose of the survey will be for AAA Flag to assess the logistics of installation or delivery, not to assess any risks or hazards of injury or damage. Prior to the date of installation or delivery of the goods, the Customer shall advise AAA Flag in writing or e-mail of any risks or hazards, patent or latent, associated with the site, including but not limited to any structures or conditions on, below, or adjacent to the site ("Site Conditions"), and relating to the installation or delivery of the goods. At no time shall AAA Flag be responsible for the Site Conditions, for remediation of Site Conditions, or for notifying the Customer or third-parties of any Site Conditions.

Indemnity: To the extent permitted by law, Customer shall indemnify, defend, and hold harmless AAA Flag, its officers, agents, employees and servants from all allegations, proceedings, claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from or relating to any Site Conditions, and relating to the installation or delivery of the goods.
5. **Permits and Authorizations.** Where and as applicable, Customer shall ultimately be responsible for obtaining all necessary permits and authorizations required for the delivery and/or installation of any goods provided by AAA Flag to Customer, and for maintaining such permits and authorizations in full force and effect. AAA Flag's performance shall be excused as a result of, and AAA Flag shall have no responsibility for, any delays arising or resulting from the failure to obtain or maintain such permits or authorizations.
6. **Delivery of Goods.** The goods will be delivered, Ex-Works, to the agreed upon AAA Flag's facility (Los Angeles, CA; San Francisco, CA; Miami, FL), and if the Customer desires that the goods be shipped to any other location, the Customer shall bear all cost and risks in shipment of the goods. AAA Flag shall not be responsible for shipping/freight costs or for loss of or damage to goods, whether or not Customer chooses to insure the goods. Customer shall have the responsibility for pursuing any such claim against any carrier and if Customer has chosen to insure the goods, then Customer shall have responsibility for pursuing any claim under said insurance.
7. **Cost Reimbursement. If AAA Flag's work, including site survey, site access, installation, or delivery of the goods, is delayed, restricted, obstructed or prevented for any reason, other than by AAA Flag's sole negligence and regardless of whether installation or delivery is by AAA Flag or third-party, then the Customer shall be responsible to pay or reimburse AAA Flag for all related expenses, including rental equipment, labor, materials, etc., within thirty (30) days of presentment of proof of those costs.**
8. **Inspection and Non-Conforming Goods.** Customer shall promptly inspect all goods and services provided by AAA Flag and shall notify AAA Flag, in writing within two (2) days after delivery of any nonconformance, including a detailed explanation of the nonconformance, and, if applicable, a statement of intent to reject the nonconforming goods or services. AAA Flag shall have the right and opportunity to inspect, remedy, correct, or replace any nonconforming goods or services prior to any cancellation by Customer.



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9. Payment Terms and Conditions. Unless otherwise set forth in a writing prepared and/or signed by AAA Flag, payment for all goods and services provided by AAA Flag shall be net due and payable upon receipt. AAA Flag's terms are that an invoice rendered for the work performed and services provided shall be net due upon receipt and if not paid within thirty (30) days of the date of the invoice, a late payment charge of one percent (1 %) per month, which is an annual rate of twelve percent (12%), will be calculated on the balance shown on our statement as being past due and payable.
10. Actions or Proceedings to Enforce. If it becomes necessary for AAA Flag to employ an attorney or a collector to collect any outstanding balance due from Customer, including any accrued interest or finance charge, or to defend against any action brought by or on behalf of Customer against AAA Flag arising from or related to any goods or services provided by AAA Flag, the attorney's fees and costs for such services incurred by AAA Flag in the successful prosecution or defense of such action shall be the responsibility of customer, and AAA Flag shall be entitled to an award of all such attorney's fees and costs it incurred in prosecuting or defending such action.
11. **DISCLAIMER OF WARRANTIES. ALL GOODS AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, CAPACITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY EXPRESS WARRANTIES BY REPRESENTATION, DESCRIPTION, OR OTHER AFFIRMATION OF FACT, SAMPLE, OR ILLUSTRATION, WHETHER ORAL, WRITTEN, OR CONTAINED IN ANY LETTER, BROCHURE, WEBSITE, IMAGE OR OTHER MEDIUM. AAA FLAG DOES NOT WARRANT THE PERFORMANCE OR RESULTS OF USING ITS GOODS OR SERVICES.**
12. **LIMITATION OF LIABILITY. IN NO EVENT SHALL AAA FLAG BE LIABLE FOR, AND THE CUSTOMER WAIVES SUCH LIABILITY FOR, ANY LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, AND COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THE MANUFACTURE OR SUPPLY OF ANY GOODS OR SERVICES, INCLUDING INSTALLATION OR DELIVERY, VANDALISM OR THEFT, ACTS OF GOD, OR FORCES OF NATURE, EVEN IF AAA FLAG HAS ACTUAL OR IMPUTED KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES OR OF THE POSSIBILITY OF DIRECT OR INDIRECT CONSEQUENCES, AND NOTWITHSTANDING ANY FAILURE OF PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF AAA FLAG FOR CLAIMS ARISING HEREUNDER OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER HEREUNDER. HOWEVER, THIS LIMITATION DOES NOT LIMIT OR EXCLUDE ANY LIABILITY TO THE EXTENT NOT PERMITTED BY APPLICABLE LAW. ANY ACTION ARISING OUT OF THE PURCHASE BY CUSTOMER OF GOODS OR SERVICES FROM AAA FLAG MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.**
13. **EXCLUSIVE REMEDIES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AAA FLAG ARISING, DIRECTLY OR INDIRECTLY, OUT OF ANY GOODS OR SERVICES PROVIDED BY AAA FLAG IS THE REPLACEMENT OF ANY NONCONFORMING GOOD(S) OR SERVICES, OR AT AAA FLAG'S ELECTION, A REFUND OF THE PORTION OF THE PURCHASE PRICE ALLOCABLE TO THE NONCONFORMING GOOD(S) OR SERVICES. NOTHING HEREIN SHALL LIMIT EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON.**
14. Severability. If any provision of these Terms and Conditions is determined to be illegal or unenforceable, it shall be disregarded and shall not affect the enforceability of any other provision of these Terms and Conditions. Waiver by AAA Flag of a breach of any provision hereof shall not be deemed a waiver of future compliance therewith.
15. Governing Law and Venue. The Terms and Conditions shall be governed and construed in accordance with the laws of the State of California without regard to its choice of law principles. All rights and obligations of the parties hereto shall be governed by the laws of the State of California and deemed to have occurred in Los Angeles, California. The sole jurisdiction and venue for the enforcement, interpretation or construction of any portion of a transaction between AAA Flag and Customer, including but not limited to these Terms and Conditions, shall lie in the federal and state courts located in Los Angeles County, California.
16. Independent Contractor Relationship. Customer agrees that the business conducted by AAA Flag with respect to Customer is that of an independent contractor and that such is the sole relationship between the parties. Customer is not the representative or agent of AAA Flag, and has no authority, right or ability to bind or commit AAA Flag in any way, and will not attempt to do so or imply that it may do so.