

TRANSWORLD SIGNS CO. 9310 Parkway, Montreal, QC H1J 1N7 T:(514) 352-8030 F: (514) 352-0386

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| Sales Rep. GABRISCH, SCOTT | Estimator ANDREY SHABALIN |
| Project Manager MAKHOUF, HAKIM | Site No. |
| Customer Cow Plaza Hotel LLC 100 Commercial St (Suite 306) Portland, ME | Project Hyatt Place Portland - Old Port 433 Fore Street Portland, ME |
| Contact Todd L. Dominski 207-775-2252 | Contact |

| ITEM | DESCRIPTION | QTY | DRAWING NO. | UNIT COST | TOTAL |
|------|--|-----|------------------------|--------------|--------------|
| A | CUSTOM "VERTICAL MONOLITH" 2'-0" x 7'-0"H D/F ILLUMINATED with WHITE L.E.D. PAINTED ALUMINUM EXTERIOR; CUT-OUT & PUSH-THRU 3/4" thk ACRYLIC GRAPHICS BOTTOM PARTION OF SIGN MADE IN ALUMINUM & PAINTED COLOR TO BE "IN HARMONY" WITH THE BUILDING, CLIENT NEED TO PROVIDE COLOR AS PER PMS COLOR CHART AND SPECIFY % OF GLOSS | 1 | 240175m1 | \$ 3 508,00 | \$ 3 508,00 |
| B | CUSTOM S/F WALL SIGN 3'- 8 1/2" x 6'- 5 1/4"H ILLUMINATED with WHITE L.E.D. PAINTED ALUMINUM EXTERIOR; CUT-OUT & PUSH-THRU 3/4" thk ACRYLIC GRAPHICS | 1 | 240175m2 Revision 2 | \$ 2 247,00 | \$ 2 247,00 |
| C | VERTICAL V-SHAPE WALL SIGN: 26'-0"H X 42" SURFACE MOUNTED CHANNEL LETTERS & LOGO 30" LOGO, 18" HYATT PLACE LETTERS DAY & NIGHT WHITE; WHITE L.E.D. ATTENTION: PRICE IS SUBJECT TO TYPE OF BUILDING WALL AND TYPE OF INSTALLATION | 1 | 240175m3 | \$ 15 304,00 | \$ 15 304,00 |
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| NOTES: FONDATION BY OTHERS | SUB-TOTAL \$ 21 059,00 |
| | CRATING & TRANSPORT \$ 1 605,00 |
| | SITE SURVEY \$ 500,00 |
| | REMOVAL N/A |
| | INSTALLATION \$ 9 840,00 |

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| NOT- INCLUDED COSTS: ACQUISITION, PERMITS & VARIANCE FEES, ENGINEERING & ENGINEER STAMPED DRAWINGS; FINAL ELECTRICAL HOOK-UP; SITE MEETINGS; ANY SECURITY; STREET CLOSING; ADDITIONAL EQUIPMENT | TOTAL BEFORE TAXES \$ 33 004,00 +++ ALL TAXES EXTRA GRAND TOTAL USD \$ 33 004,00 PAYMENT TERMS: DEPOSIT WITH ORDER: 50% \$ 16 502,00 PAYMENT PRIOR TO SHIPPING: 40% \$ 13 201,60 BALANCE 30 DAYS AFTER INVOICE: 10% \$ 3 300,40 |
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Contract signed this _____ day in the month of _____ 2013 by :

Cow Plaza Hotel LLC
The Customer

TRANSWORLD SIGNS CO.
The Supplier

Signature

Signature

Printed name and title

Pat Lopez, Président
Printed name and title

All conform to the "TERMS AND CONDITIONS" document attached

TERMS AND CONDITIONS

TRANSWORLD SIGNS CO. 9310 Parkway, Montreal, QC H1J 1N7 T: (514) 362-8030 F: (514) 362-0386

QUOTATION

- 1.a Any changes, revisions or additions to the specifications in the quotation, will result in a price adjustment.
- 1.b All graphic drawings presented with this quotation are the property of *Transworld Signs Co.* and cannot be replicated, copied or given without its agreement.
- 1.c All installation prices are valid for regular shift hours, Monday to Friday, from 7:00 am to 6:00 pm.
- 1.d Installation prices for wall-mounted signs are valid for standard wall construction. Granite, marble or stonewalls will require a price revision. Proper blocking to support the sign (minimum ¼" plywood) is to be provided by the **Customer** and is not included in this quotation.
- 1.e Installation prices are valid for sites with easy access and that are free of any physical danger to the workers. If not, prices will be adjusted to conform sites to regulations in force (ex. High voltage cable protection).
- 1.f Unless otherwise specified, the electrical hook-ups of the signs to the **Customer's** power line is not included in this quotation.
- 1.g Concrete base prices are valid for normal soil condition, and will be adjusted if the actual conditions requires more concrete volume or frame or if there is solid rock underneath.
- 1.h Unless otherwise specified, all cost to obtain and to buy the permits are not included in this quotation.
- 1.i Prices are valid for a period of **30 days** from quotation date.

CONTRACT

- 2.a The implementation of the contract will begin upon receipt of a deposit check, from the **Customer**, in the amount specified in the quotation. Normal delivery time is 8 to 10 working weeks.
- 2.b A complete site survey will be performed, and if required, the procedures to obtain the permits will begin. Any major change between the quotation and the actual conditions will result in a price adjustment.
- 2.c When required, technical drawings will be produced and presented to the **Customer** for approval. Any major changes at this stage, will result in extended delivery time and/or price adjustment.
- 2.d The launching of production (purchase of material, planning, etc.) will start as soon as:
 - The **Customer** has approved all graphic and/or technical drawings.
 - The **Customer** has obtained written permission from the owner of the building that authorizes Transworld Signs to install all the signs.
 - All the required permits have been obtained.
- 2.e However, with a written request from the **Customer**, the launching of production could begin without all the permits being secured. The **Customer** must agree to pay all production costs for the signs that were refused at permit.
- 2.f Transworld Signs Co. is declining all responsibility for installation delays due to events that are not under their control. (Ex.: strikes, accidents, thefts, weather conditions, etc.).
- 2.g All invoices are payable within 30 days of reception. An administrative charge of 1.5% per month will be added to unpaid bills, after this delay.
- 2.h All the specified items in the contract shall remain the property of Transworld Signs Co. until full and final payment of purchase price.

Customer Initials



WARRANTY

All signs supplied by Transworld Signs ("TWS") are guaranteed to be free of manufacturing and material defects for a period of one (1) year from the date of shipment. This Warranty covers only parts and labor, and only on products found to be defective by TWS within one year after the original date of shipment. For products supplied by AND installed by TWS or through its certified sub-contractors, TWS will furnish replacement parts and labor to install replacement parts. For products supplied by TWS but installed by "others", TWS will furnish replacement parts ONLY – labor charges for services are not covered. This Warranty does not cover any shipping, handling, consequential or other incidental costs or charges, nor does it cover normal wear and tear damage resulting from any abuse, misuse, or improper installation by others. This Warranty does not cover loss or damage due to windstorm, lightning, hurricanes, earthquake, accident, vandalism, impact, electrical main faults, fire, explosion, riots, civil disorders, acts of God or any other event beyond our control. Electrical components (excluding lamps) carry the manufacturers guarantee unless otherwise specified and are not covered as a part of this warranty. For ballasts found to be defective within the manufacturers warranty period on products not installed by TWS, Buyer's sub-contractor will be responsible for exchanging or arranging for credit through TWS. Lamps and the breakage of plastic or glass are excluded from all coverage under this Warranty.

Buyer MUST contact TWS at 514-352-8030 regarding any warranty related issues. Failure to do so or authorization by the Buyer to have or attempt to have repairs made by a contractor other than one designated by TWS may result in repair costs being denied and / or voiding of the warranty.

Limited Warranty, Limitation of Liability and Remedy

~**Limited Warranty and Remedy.** Except as provided herein, Seller expressly excludes and disclaims all warranties, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose, and the warranty which follows is in lieu of any and all other obligations or liability on Seller's part. This limited warranty does not extend to conditions causing any claimed defect which are within the control of the Buyer such as misuse, neglect, improper installation, inadequate maintenance, repair or alteration of the product or deterioration or damage to the product due to environment. Nor does said Warranty cover accidental or intentional damage to the product.

~**Warranty Claims.** Written notice of any claimed defect within the Warranty period must be presented to Seller immediately upon Buyer's discovery of the defect and Seller shall be given the right to inspect and test the products claimed to be defective. Seller will provide Buyer with written instructions regarding return of any products to Seller for inspection and testing or for replacement or repair. Buyer agrees it will not return products to Seller without Seller's authorization and instructions regarding shipment and shall be responsible for all shipping costs relating to these claims. To be valid, any claim if a breach of warranty (including warranty claims to replacement parts or products) must be made within one year term of the warranty dating from the date the product was originally shipped to Buyer.

~**Limitation of Liability.** Under no circumstances will Seller be liable for any incidental or consequential damages or for any other loss, damage or expense of any kind, including loss of profits arising in connection with this agreement or with the use of, or inability to use Seller's products furnished under this agreement. Seller's maximum liability shall not exceed, and buyers remedy is limited to, the repair or replacement of the defective part or product, or at Seller's maximum option, the return of the product and refund of the purchase price. This remedy shall be Buyer's entire and exclusive remedy.

~**Shipping Damages.** Shipping damages are the responsibility of the Common Carrier. Seller does not assume responsibility for damage to the product in either the original shipment or during the exchange of the whole part. The consignee or Buyer must inspect all products immediately upon receipt for damage or defect. Visible damage must be noted on the delivery receipt before accepting delivery. Concealed damage must be reported to TWS within 48 hours after receipt of the shipment.