



Terms of Sale

The following Terms of Sale are subject to change. All transactions for all products sold by Impact are subject to the latest published Terms of Sale. Unless otherwise noted in Special Instructions: Quoted prices are valid for 90 days, payment terms are 50% deposit due to initiate order, balance due prior to freight shipment or local pickup. Freight & applicable sales tax will be added to your invoice if not already stated on the quote. Organizations exempt from sales tax must include their resale or exempt certificate prior to shipping. Cancellation of orders is allowed only with written agreement by Impact, a 20% cancellation will apply. In the event of a payment default, customer will be responsible for all costs of collection, including but not limited to court costs, filing fees and attorney fees. Orders which are delayed in shipment at the request of the user are subject to annual interest charges of 18% on the remaining balance, which must be paid by Buyer prior to shipment. Changes to the order are valid only when accepted in writing and designed by both Impact and Buyer - verbal change orders are not valid. Impact's prices never include installation, engineering or permits. For customers wishing to utilize the Impact Cloud Plus content and sign management platform: by using the application, customer and end user agree to Impact Cloud Plus [EULA found here](#).

Shipment. Impact will retain title and all risk of lessor damage in transit until the Goods are received by the Buyer at the shipping designation. Any damage during the unloading of the system is the Buyer's sole risk and shall not be considered shipping damage. Buyer shall have the reasonability of inspecting the Goods for damage immediately upon its arrival. Any damage claims must be accompanied by clear pictures depicting the damage while in the presence of the carrier driver. If concealed damage is discovered, Buyer shall report damage within 48 hours of receiving Goods. If such notification is not made, Impact shall not be liable for loss or damage in transit. In the unlikely event that the driver is detained beyond 1 hour following arrival at the shipping destination, detention fees will be accrued by the hour at a rate of \$75. It is the Buyers responsibility to prepare an installation team or unloading team and equipment in order to avoid delay fees.

Force Majeure. Impact shall not be liable for any damages as a result of any delays due to any causes beyond Impact's control: including, without limitation, telecommunication failures, technology attacks, epidemics, embargos, quarantines, viruses, strikes, labor problems of any type, accidents, fire, war, acts of terrorism, material unavailability, natural disaster, transportation failures, customs delays or acts of God, etc. In the event of any such delay, the date of the delivery shall be extended for a reasonable period of time.

Miscellaneous. Should any part of this Terms of Sale be found invalid, the other parts shall remain unaffected and shall be enforceable. This Terms of Sale shall be governed by the laws of the Commonwealth of Kentucky. Any litigation shall be exclusively in Shelby County, in the Commonwealth of Kentucky or the U.S. District Court for the Commonwealth of Kentucky.