



**Abaris Realty, Inc.**

7811 Montrose Road, Suite 110, Potomac, MD 20854  
301-468-8919 • Fax: 301-468-0983  
Web Site: [www.abarisrealty.com](http://www.abarisrealty.com)

*Excellence  
Since 1975*

June 24, 2022

Kevin Kelly  
Graphcom  
[kkelly@graphcom.com](mailto:kkelly@graphcom.com)

**Re: Estimate #: 109560 –  
Stop Signs, Private Property Signs & No Parking Signs with Posts Approval  
Tanyard Springs HOA**

Dear Kevin:

The Board of Directors for the above referenced community recently met at which time they approved your proposal for Stop Signs, Private Property Signs & No Parking Signs with Posts, as outlined in your proposal.

Enclosed is the signed proposal for your records. Please proceed with fabricating the signs and shipping it to the **Tanyard Springs HOA onsite office located at Tanyard Springs, 6920 Heritage Crossing, Glen Burnie, MD 21060** as soon as possible. Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Shireen Ambush'.

Shireen Ambush, PCAM  
Property Manager

CC: Board of Directors



**Graphcom**

1219 Chambersburg Rd  
Gettysburg, PA 17325-7384  
Ph: (800) 669-1664  
FAX: (301) 669-0970  
Email: info@graphcom.com  
Web: www.graphcom.com

**Estimate #: 109560**

<b>Created Date:</b> 5/19/2022 10:14:00AM	<b>Prepared For:</b> Abaris Realty, Inc.
<b>Salesperson:</b> Kevin Kelly (#202)	<b>Contact:</b> Accounts Payable
<b>Email:</b> kkelly@graphcom.com	<b>Office Phone:</b> (301) 468-8919
<b>Office Phone:</b> (800) 669-1664 x1304	<b>Email:</b> invoice@abarisrealty.com
<b>Cell Phone:</b> (301) 514-9331	<b>Address:</b> 7811 Montrose Rd Ste 110
<b>Entered by:</b> Robert Mangum	Potomac, MD 20854-3349

**Description: Tanyard Springs Stop Signs, Private Property Signs & No Parking Signs with Posts**

		Quantity	Unit Price	Subtotal
<b>1</b>	<b>Product:</b> Sign Components <b>Description:</b> Two ( 2 ) 30" Hi-Intensity Reflective Engineer Grade STOP Signs.	2	\$295.00	\$590.00
<b>2</b>	<b>Product:</b> Direct UV Printed Signs & Graphics <b>Description:</b> One ( 1 ) Private Property sign, 12" x 18", single-sided, reflective, UV printed on .080 aluminum.  Three ( 3 ) No Parking Anytime, with double-arrow signs, 12" x 18", single-sided, reflective, UV printed on .080 aluminum.	4	\$72.50	\$290.00
<b>3</b>	<b>Product:</b> Post <b>Description:</b> Six ( 6 ) 12' Green U-Channel posts with mounting hardware (Bolts, Washers & Nuts).	1	\$320.00	\$320.00
<b>4</b>	<b>Product:</b> Shipping <b>Description:</b> Deliver entire order to the following address: Tanyard Springs, 6920 Heritage Crossing, Glen Burnie, MD 21060 Client will install all signs.  Mark Moorman, on-site manager. 410-360-4018	1	\$150.00	\$150.00

**Notes**

This proposal is valid for 30 days from date of issue.

<b>Estimate Total:</b>	\$1,350.00
<b>Subtotal:</b>	\$1,350.00
<b>Taxes:</b>	\$72.00
<b>Total:</b>	\$1,422.00

**Client Reply Request**

Estimate Accepted "As Is". Please proceed with Order.

Other:

Changes required, please contact me.

SIGN: Shireen Ambush

Date: 6/24/22



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<b>Salesperson:</b>	Kevin Kelly (#202)	<b>Contact:</b>	Accounts Payable
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<b>Entered by:</b>	Robert Mangum		

**Description: Tanyard Springs Stop Signs, Private Property Signs & No Parking Signs with Posts**

Terms & Conditions

1. Applicability.

(a) These Terms & Conditions of sale (these "Terms") are the only Terms which govern the sale of goods ("Goods") and services ("Services") by Graphcom Inc. ("Graphcom") to the buyer named on the reverse side of these terms ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying invoice (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

(c) Notwithstanding anything to the contrary contained in this Agreement, Graphcom may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Payment. Balance due upon installation/delivery unless credit terms have been previously established. If Buyer fails to maintain credit standing satisfactory to Graphcom, Graphcom may, in its sole and exclusive discretion, demand that Buyer pay Graphcom cash on delivery. Buyer agrees to pay a service charge on past due amounts from the date they *become* due to the date Graphcom receives payment, at the rate of one and one-half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Any and all expenses, including costs and attorney's fees incurred by Graphcom in collecting past due amounts shall be added to the purchase price and invoiced to and paid by Buyer as part thereof. Personal checks are not an acceptable form of payment. Merchandise being shipped out of the continental US must be paid in full with certified funds prior to shipping.

3. Place and Time of Delivery or Installation. The items shall be delivered to and, if required by this Agreement, installed at location designated on front of contract, within THREE TO FOUR weeks unless otherwise noted on front, after receipt of any required down payment, acceptance by Graphcom of this Agreement and receipt by Graphcom of permit, if applicable, and, as may be necessary, approvals of owners of premises in or on which items may be installed and of owners of trademarks or copyrights on which items may infringe. The date is only approximate and is subject to availability of components and resolution of technical problems.

4. Taxes. In addition to the price, Buyer shall be responsible for and shall pay when due all taxes imposed by any governmental unit on the items and services to be furnished hereunder, except for taxes imposed on or measured by the net income of Graphcom.

5. Governmental and Other Approvals. Approvals of various governmental units, including zoning and building permits, are the sole responsibility of Buyer unless Buyer specifically engages Graphcom to seek to obtain such approvals. If Graphcom is specifically engaged to obtain such approvals, Graphcom's sole responsibility shall be to file, within a reasonable time, the necessary applications and to make a good faith attempt to obtain such approvals for and on behalf of Buyer. If Graphcom is engaged to obtain such approvals, Buyer shall be responsible for all filing fees and all incidental out-of-pocket costs associated with such applications. If any application is not approved for whatever reason, Graphcom shall not be responsible for making any appeals to any court or administrative body. If necessary, Buyer shall timely secure all necessary permission from the premises owner and the owners of any (i) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names or (ii) copyrights and any copyrightable works, trademarks and/or copyrights (hereinafter "Trademark Rights or Copyrights"). After this Agreement is signed and accepted by Graphcom, Buyer's failure to obtain such permission shall not relieve Buyer of its obligations under this Agreement.

6. Site Preparation, Installation.

(a) Installation is the sole responsibility of Buyer, unless installation is specifically purchased from Graphcom. All preparation of the site, including but not limited to all necessary primary electrical service and connections, preparation of footings, inspection and, if necessary, modification of load bearing points, such as walls, poles, etc. shall be the sole responsibility of Buyer, unless site preparation is specifically purchased from Graphcom.

(b) When Graphcom is required to install free-standing ground signs or pylon signs or directional signs, the price is subject to increase to the extent of additional costs incurred by Graphcom by reason of excess rock or other unforeseeable foundation conditions. All primary electrical service shall be 110-120v, and all production manufactured by Graphcom will be wired with 110-120v electrical components. There will be an additional charge for changing the electrical components to accommodate any other primary electrical voltage.

7. Extra Work. With respect to requests for extra work, the Buyer also expressly agrees to compensate Graphcom for such additional costs and expenses at the time of order and/or installation at the option of Graphcom, and both parties expressly agree that Graphcom shall have the absolute right to decline any such modifications or extra work.

8. Removal. If removal of an existing sign or display (or component thereof) is necessary in conjunction with the installation or service of a display that is the subject of this Agreement, the existing sign, display or component shall be deemed to be worthless and abandoned by the Buyer and shall be disposed of by Graphcom EXCEPT BY EXPRESS WRITTEN INSTRUCTION BY THE BUYER.

9. Title and Security Interest. Graphcom shall retain title to all items furnished pursuant to this Agreement and those items shall not be deemed fixtures or otherwise constitute a part of any realty to which they may be attached unless and until the purchase price, and all other sums agreed to be paid hereunder, are paid in full. Until the payment by Buyer of the full amount due hereunder, Buyer hereby grants to Graphcom a purchase money security interest in all items covered by this Agreement as well as all proceeds (including insurance proceeds) of the foregoing. Graphcom shall have and may exercise, in connection with such security interest, all rights and remedies of a secured party under the Uniform Commercial Code in force in the State of Maryland or under any other applicable law.

10. Default. Should the Buyer be in default of the Terms set forth in this Agreement, Graphcom may immediately remove said signs, terminate this Agreement, and any payments therefore made hereunder shall belong to Graphcom for compensation and expenses related to fabrication and depreciation in the value of the sign. Buyer will then pay Graphcom all installments then delinquent under this agreement, plus the costs of retaking the sign. Should Graphcom be asked to reinstall said sign, there will be an additional charge associated with this expense.

11. Risk of Loss. Graphcom shall bear the entire risk of loss, damage or destruction of all items covered by this Agreement until delivered to Buyer and.



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to the extent required by this Agreement, installed, and Buyer shall bear all such risks thereafter. If for any reason Buyer fails to accept delivery of any of the Goods on the date agreed to by the parties, or if Graphcom is unable to deliver the Goods to the destination on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Graphcom, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

12. **Cancellation and Reschedule Charges.** This Agreement is for custom/fabricated items and materials and/or unique Services, and may not be cancelled by Buyer. In the event Buyer requests delay of shipment of completed products or of installation, if to be performed by Graphcom, Buyer shall pay Graphcom the contract price as if said items were delivered and installed, if required, at the time specified herein, less only the cost of delivery and installation not yet furnished, and a reasonable rescheduling charge for any trips made to installation site and if Graphcom is required to store items, Buyer agrees to pay Graphcom a reasonable storage fee to be invoiced monthly, within ten (10) days after receipt of the monthly invoice. All rights, remedies and security Graphcom has for the collection of the price shall be available to Graphcom to collect any unpaid storage charges.

13. **Warranties.**

(a) Graphcom represents and warrants to Buyer that the items and services covered by this Agreement shall be free from any defects of workmanship or materials for a period of up to one (1) year following delivery to Buyer, or from completion of agreed installation, if to be performed by Graphcom, or from completion of manufacture, should delivery of installation be delayed by Buyer. All defects in items and services must be reported to Graphcom within said one-year period in writing, and Graphcom will, at its option, either repair the defect or replace the defective product or part.

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN SUBPARTS (a) AND (b) ABOVE, GRAPHCOM MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(d) THE REMEDIES SET FORTH IN SUBPART (a) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY ANY BREACH OF THE LIMITED WARRANTIES SET FORTH ABOVE.

14. **Limitation of Liability.**

(a) IN NO EVENT SHALL GRAPHCOM BE LIABLE TO BUYER OR ANY OTHER THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, CRIMINAL PENALTIES, OR REGULATORY FINES ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION THE USE OF THE GOODS OR SERVICES. This limitation of liability includes, but is not limited to, any loss, claim, damage and liability resulting from or related to (i) removal of the existing sign, display or component; (ii) site preparation; (iii) the location and placement of the Goods, or (iv) any losses related to Buyer's failure to conform to legal requirements regarding vehicle glazing, such as transportation codes setting standards for vehicle glazing, state and federal regulations regarding vehicle glazing, or any other legal requirement regarding vehicle glazing.

(b) Notwithstanding anything to the contrary contained herein, Graphcom's liability under this Agreement, or otherwise arising out of or relating to the transaction covered by this Agreement, shall not exceed the amount Buyer actually paid Graphcom pursuant to this Agreement.

15. **Indemnification.**

(a) Buyer shall indemnify, hold harmless, and defend Graphcom and its officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Graphcom (collectively, "Losses"), arising out of or related to any third-party claim alleging:

- (i) Any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Buyer or its agents (including any reckless or willful misconduct);
- (ii) Any failure by Buyer or its agents to comply with any applicable federal, state or local laws, regulations, or codes regarding vehicle glazing; or
- (iii) Any Losses based on a claim that any of the Goods or Services infringes any Trademark Right or Copyright of a third party arising under the laws of the United States.

(b) Notwithstanding anything to the contrary in this Section [x.a], Graphcom may select its own legal counsel to represent its interests, and Buyer shall:

- (i) Reimburse Graphcom for its costs and attorneys' fees immediately upon request as they are incurred; and
- (ii) Remain responsible to Graphcom for any Losses indemnified.

(c) Buyer shall give prompt written notice to Graphcom of any proposed settlement of a claim that is indemnifiable under Section 15.a. Buyer may not, without Graphcom's prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder.

16. **Waiver.** No waiver by Graphcom of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Graphcom. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy power, or privilege.

17. **Time of Performance.** Graphcom shall not be liable for any delay in the performance of its obligations under this Agreement which is caused by circumstances beyond its reasonable control. If completion of manufacturing is delayed beyond the delivery date for reason beyond Graphcom's reasonable control, Graphcom may invoice Buyer, prior to delivery for the portion of the work completed. As a condition of this Agreement, performance of this and all other acts required to be performed by Graphcom under this Agreement shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, governmental restrictions, acts of God, or other casualties or events beyond control of Graphcom.

18. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Maryland.

19. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Maryland, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

20. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in such case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

QTY 2 - 30x30 - Hi-Intensity Reflective Engineer Grade Stop Signs





QTY 1 Private Property/QTY 3 No Parking Anytime - 12x18 - Single Sided - Mimaki JFX500 Direct UV Print/Reflective

Please review layout carefully and make necessary changes to layout as necessary to avoid art fee charges for additional corrections beyond the customary one change allowed.



**Abaris/Tanyard Springs**  
CLIENT DESIGN NO.  
 06.10.22 • 109560-1  
DATE PRESENTED BY  
 Design by: C. Saghy, SD2  
 Proof Prep'd by: C. Saghy, SD2

This is an original drawing and is the property of Graphcom, Inc. It may not be reproduced or shown to anyone outside of your organization without the written consent of Graphcom. Customer has proofread the layout, and approves the design as presented.  
 X \_\_\_\_\_  
CUSTOMER APPROVAL / DATE

**PMS / PAINT COLOR**

**MATERIALS LIST / ADDITIONAL COMMENTS**