



Terms & Conditions
Payment Options
Shipping & Returns
Legal Notices
Privacy Policy

TERMS & CONDITIONS

Welcome to the Compass Profiles Signage and Graphics "Web Site". We are part of Visual Graphic Systems Inc, "VGS" Please take a few minutes to review these Terms and Conditions.

The use of this site is governed by the policies, terms and conditions set forth below. Your use of this site indicates your acceptance of these terms and conditions. Your placement of an order indicates your acceptance of these terms and conditions. Your submittal of any purchase order to VGS indicates acceptance of these terms and conditions. These terms and conditions shall supersede any subsequent terms or conditions included with any purchase order, whether or not such terms or conditions are signed by VGS

THESE TERMS AND CONDITIONS MAY CHANGE

Visual Graphic Systems Inc. (VGS) reserves the right to update or modify these Terms and Conditions at any time without prior notice. For this reason, we encourage you to review these Terms and Conditions whenever you purchase products from us or use our Web Site.

DISCLAIMER AND LIMITATION OF LIABILITY AS TO PRODUCTS SOLD

All of VGS products are guaranteed against defects for one year from the date of the invoice. Except as expressly stated herein, VGS makes no representations or warranties, either express or implied, of any kind with respect to products sold by Except as expressly stated herein, VGS expressly disclaims all warranties, express or implied, of any kind with respect to products sold on this site, including but not limited to, merchantability and fitness for a particular purpose. You agree that the sole and exclusive maximum liability to VGS arising from any product sold by VGS shall be the price of the product ordered. In no event shall VGS, its directors, officers, employees or other representatives be liable for special, indirect, consequential, or punitive damages related to product sold.

SALES TAX

VGS shall automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within New York, New Jersey, Connecticut, Pennsylvania and Kentucky. Each customer shall be solely responsible for all applicable sales, use and other taxes, on orders shipped to any other state. If you claim **tax exempt** status, an original completed exemption document must be sent to us (photocopies or scanned documents are not permitted).

USE OF OUR WEB SITE

USER COMMENTS

We welcome your comments about our Web Site. However, any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively "Comments") sent to our Web Site shall be and remain the exclusive property of Visual Graphic Systems Inc. Your submission of any such Comments shall constitute an assignment to Visual Graphic Systems Inc. of all worldwide rights, titles and interests in all copyrights and other intellec-

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HYPERLINKS TO OTHER WEB SITES

To the extent our Web Site contains hyperlinks to outside services and resources, the availability and content of which Visual Graphic Systems Inc. does not control, any concerns regarding any such service or resource, or any hyperlink thereto, should be directed to the particular outside service or resource. You acknowledge that VGS is not responsible for the operation of or content located on or through any such site.

DISCLAIMER

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PRODUCT INFORMATION

The prices displayed on our Web Site or in our product brochures are quoted in U.S. Dollars and are valid and effective only in the U.S.

INACCURACY DISCLAIMER

From time to time there may be information on our Web Site or in our catalog that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. Visual Graphic Systems Inc. reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order).

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, VGS shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. VGS shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, VGS shall immediately issue a credit to your credit card account in the amount of the charge.

ORDER ACCEPTANCE POLICY

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. VGS reserves the right at any time after receipt of your order to accept or decline your order for any reason. VGS reserves the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. All orders placed over \$2,000.00 (U.S.) must obtain pre-approval with an acceptable method of payment, as established by our credit and fraud avoidance department. We may require additional verifications or information before accepting any order.



JURISDICTION AND VENUE

You agree that any legal action brought against VGS shall be governed by the laws of the State of New Jersey without regard to its conflict of law principles. You agree that the sole jurisdiction and venue for any litigation arising from any action relating to the use of the Web Site, brochures or any transaction with Visual Graphic Systems Inc. must be brought in the state or federal courts located in the County of Bergen, New Jersey

PAYMENT OPTIONS

COMPASS-SPECIFIC PAYMENT OPTIONS:

Foodbuy Purchase Order (Compass Assets) – Orders require pre-approval and processing per Compass Group protocols. VGS will accept but will not process orders **prior to receipt** of a Food Buy Purchase Order (PO). Once VGS receives the corresponding PO, VGS will notify you via email of its receipt and begin processing the order.

Bill-to-Unit* – Available for all approved Compass owned unit operations. **Terms: Net 60 days.** Invoices are mailed to the unit after order shipment for chef/manager processing / forwarding to Compass corporate accounting for payment. *For non-Compass owned authorized franchisees: terms are Net 30 days and subject to credit approval.

P-Cards - As September 1, 2010 VGS no longer accepts P-Cards per Foodbuy.

Note: Verbal orders **will not** be accepted.

SHIPPING AND RETURNS

STANDARD SHIPPING AND PROCESSING

- **Compass Profiles Signage and Graphics Products:** Because of the multiple options offered in the *Profiles* program, many of which are made-to-order, standard lead-time is **ten (10) to fifteen (15) business days** for processing and fabrication, and does not include transit time.
- **VGS Stock Products**, such as Concurva® AeroLinea®, usually ship within **five (5)** business days of receipt of order.
- **Special/Modified and Custom Requests:** Depending of the complexity of the request, delivery will be determined on a case-by-case basis.

All Orders will be shipped UPS Ground (**3-5** business days) unless overnight or second day delivery options are selected when placing your order. Bulk freight shipments and/or third-party shipping can be arranged on request. Items shipped to Alaska, Hawaii and US Territories are delivered at regular UPS shipping and VGS processing fees, with an additional charge where applicable. For customers wishing to ship orders to Canada, US Territories, APO or FPO addresses please call Customer Service at 800.203.0301 ext 210.

All shipping fees will be billed through a central Compass UPS account and will be charged directly to the unit operation number.

VGS' processing and handling charges are intended to compensate our company for the cost of processing your order, handling, packing the products you purchase and covering related overhead costs.



RUSH DELIVERY AND PROCESSING FOR ON-LINE ORDERS

For an extra charge, we can arrange for rush delivery for VGS Stock Products and certain *Profiles* program items to most destinations within the contiguous 48 states. Eligible requests can be processed and shipped within two business days. For Rush Delivery requests for *Profiles* Signage and Graphics Products, please contact VGS Customer Service directly. Order expediting fees may apply in addition to premium shipping service.

Note: Rush service may not be available for some made-to-order products, oversize items, out of stock items or for custom products. To ensure your request can be rushed, please contact VGS Customer Service directly at 800.203.0103 ext 210. Monday - Friday, 7:00am — 5:00pm (ET).

RETURN POLICY

At VGS, we strive for quality and craftsmanship in all our products. Attention to design, materials, and construction are our priority. We carefully inspect your order prior to shipment; upon receipt, please inspect your purchase and notify us of any damage or problem.

Customer's Responsibility: Inspection upon Receipt of Order

Please note: Items ordered together may not arrive in the same box and/or shipment. Upon receipt of order, please immediately open and inspect contents for damage and/or order discrepancies.

- To report shipping damages, please notify us within **five (5)** days at 1-800-203-0301 to allow submittal of breakage claims with shippers. If possible, immediately document cartons and contents with photographs, and keep all original packaging materials!
- To report missing, incorrect, or defective items, please notify us with thirty (30) days at 1-800-203-0301 or via email at compass@vgs-inc.com with your claim. We reserve the right to deny claims made beyond this time period.

30-Day Return Policy:

VGS stock products, and certain *Profiles* program fixtures, may be returned for credit pursuant to the terms below.

Note: custom produced items (including Profiles print-to-order graphics) are **not returnable**.

- All returns must be pre-authorized by VGS' Customer Service Department (800.203.0103 ext 210) which will issue an RMA number.
- All cartons being returned must be marked with the assigned RMA#.
- All returned items must be repacked and returned in their original packaging and properly sealed and protected to prevent damage.
- RMA products received back to our facility that are broken due to insufficient return packaging will not be credited.
- For your protection, please insure all returned merchandise for its full value.
- All returns are subject to a **20% inspection, re-boxing and re-stocking fee**.

For all returns, the customer is responsible for payment of both the original outbound shipment as well as the cost of shipping the product back to VGS.



LEGAL NOTICES

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PATENT NOTICES

All VGS products, which incorporate MagaLens® technology, including the Concurva®, Linea®, AeroLinea® and Variations® series signage, menu boards and displays, are subject to one or more of the patents listed below.

U.S.	6,308,446 and 6,298,591
Europe	875,056
Germany	69,613,857.3
Spain	96938772.9
Sweden	96938772.9
Brazil	PI9612440.7
Canada	2,243,256
Mexico	213529
Other Worldwide Patents Pending	

The Concurva®, AeroLinea® RaceTrak™ and Expressions™ series are subject to one or more of the utility and design patents listed below and are subject to design copyrights.

D435,270

D485,313

D484,544

D586,862

D588,649

D590,892

Other Worldwide Patents Pending

VGS display fixture, signage and menu board designs are further subject to design copyrights and trademark protection as well as other worldwide pending patents.

PRIVACY POLICY

Visual Graphic Systems Inc (VGS) is committed to respecting your privacy and recognizing your need for appropriate protection and management of personal information you share with us (the phrase "personal information" means any information by which you can be identified, such as your name, mailing address, email address, telephone number, etc.). The purpose of this privacy policy is to inform you what personal information we may collect from you, how we use such information, and the choices you have regarding our use of, and your ability to review and correct the information. This policy applies only to customers in the United States.

We use the information we collect about you to process orders and to provide a more personalized shopping experience. As a part of our commitment to your privacy, your information will remain confidential and will not be shared with outside vendors.

COLLECTING INFORMATION ABOUT YOU

There may be times (such as when you purchase or order a product, subscribe to a service, register to receive brochures, or to participate in contests, sweepstakes or promotions, etc.) when we ask you to provide certain information about yourself, such as your name, shipping/billing address, telephone number, email address, credit card information, gender, occupation, personal interests, etc. We may also maintain a record of your product purchases.



Registration and Online Orders

In order to use parts of this Web site, a user must first complete the registration form. During registration, a user is required to give their contact information (such as name and email address). This information is used to contact the user about the services on our site for which they have expressed interest and/or to facilitate the fulfillment and billing of online purchases. If we have trouble processing an order, this contact information is used to get in touch with the user.

Whether or not to provide such information is completely your own choice. However, if you choose not to provide the information we request, you may be unable to purchase products, or access certain services, offers and content on our web site. In addition, we may need to contact you via phone, email or mail to address questions or issues specific to your order, entry, etc., even if you have opted to not receive communications from us.

Surveys & Contests

From time-to-time, our site requests information from users via surveys or contests. Participation in these surveys or contests is completely voluntary and the user therefore has a choice whether or not to disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

Tell-A-Friend

If a user elects to use our referral service for informing a friend about our site, we ask them for the friend's name and email address. VGS will automatically send the friend a one-time email inviting them to visit the site. VGS stores this information for the sole purpose of sending this one-time email. The friend may contact VGS at www.VGSONline.com to request the removal of this information from our database.

In general, you can visit many of our web pages without telling us who you are or revealing any personal information about yourself. We may track the Internet domain address from which people visit us and analyze this data for trends and statistics, but individual users will remain anonymous, unless you voluntarily tell us who you are.

COOKIES

Our web sites use "cookies". A cookie is a small amount of data that is sent to your browser from a web server and stored on your computer's hard drive. Generally, we use cookies to remind us of who you are, tailor our products and services to suit your personal interests, estimate our audience size, assist us to track visits to and sales at our site and to process your order, track your status in our promotions, contests and sweepstakes, and/or analyze your visiting patterns. You can generally set your browser to not accept cookies or to notify you when you are sent a cookie, giving you the chance to decide whether to accept it.

We may contract with third parties who may use cookies to collect information on our behalf. These third parties are prohibited by our contract with them from sharing that information with anyone other than us. However, we respect your right to choose. If you reject the cookie, you may still use our site. The only drawback to this is that you will be limited in some areas of our site.

USING INFORMATION ABOUT YOU

We use the personal information you provide for internal purposes, such as confirming and tracking your order, subscription or registration, analyzing trends and statistics, informing you of our new products, services and offers, and providing you with information from and about Visual Graphic Systems Inc. To serve you better, we may com-



bine information you give us online, with publicly available information to enhance and personalize your shopping experience with us, to communicate with you about our products and events that may be of interest to you, and for other promotional purposes.

We may contract with companies or persons to provide certain services including credit card processing, shipping, data management, promotional services, etc. We will provide these companies with the information needed for them to perform these services. These companies do not retain, share, store, or use personally identifiable information for any secondary purposes. We also ask these companies to confirm that their privacy practices are consistent with ours.

Although unlikely, in certain instances we may disclose your personal information when we have reason to believe that it is necessary to identify, contact or bring legal action against persons or entities that may be causing injury to you, to Visual Graphic Systems Inc. or to others. We may also disclose your personal information when we believe the law requires it.

Special Offers

We send all new members a welcoming email to verify password and username. Established members will occasionally receive information on products, services, specials, and a newsletter. Out of respect for the privacy of our users, we present the option to not receive these types of communications. Please see our choice and opt-out below.

Site and Service Updates

We also send the user site and service announcement updates. Members are not able to un-subscribe from service announcements that contain important information about the service. We communicate with the user to provide requested services and in regards to issues relating to their account via email or phone.

EDITING, UPDATING, CORRECTING AND DELETING INFORMATION ABOUT YOU

We want to communicate with you only if you want to hear from us.

- If you would like to update or correct your email address, mailing address or other personal information This can usually be done at your Account Info page, or by [emailing](#) us.
- If you prefer not to receive information from any or all of the Visual Graphic Systems Inc. please let us know by sending us an [emailing](#). Please be sure to include your email address, mailing address, full name, and specifically what information you do not want to receive.

Please note that any requests to remove or update your personal information may take up to **ten (10)** days for your email request and **6-8 weeks** to process your postal mail request.

PROTECTING CHILDREN

Visual Graphic Systems Inc. takes special care to protect the safety and privacy of children. Our web sites are general audience sites. We do not permit anyone under the age of 13 to register with us. We also do not send email correspondence to anyone who tells us that they are under the age of 13.



Children under the age of 13 should always ask their parents or guardians for permission before providing any personal information to anyone online. We urge parents and guardians to participate in their children's online activities and use parental control or other web filtering technology to supervise children's access to the web.

SECURITY

We take precautions, including use of sophisticated encryption and authentication tools, to protect the security of your personal information that you share with us. Unfortunately, however, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot guarantee or warrant the security of any information you transmit to or from our web sites, and you do so at your own risk.

We urge you to keep your password in a safe place and not to divulge it to anyone. Also, remember to log off your account and close your browser window when you have finished your visit. This is to ensure that others cannot access your account, especially if you are sharing a computer with someone else or are using a computer in a public place such as a library or Internet cafe.

If you have any questions about the security at our Web site, you can send an email to webmaster@vgs-inc.com.

LINKS TO THIRD PARTY SITES

Our web sites may contain links to web sites operated and maintained by third parties, over which we have no control. You should always read the privacy policy of a linked Web site that collects personally identifiable information. You access such linked sites at your own risk. Privacy policies on such linked sites may be different from our privacy policy. This privacy statement applies solely to information collected by this Web site.

POLICY CHANGES

If we decide to change our privacy policy in whole or in part, we will inform you by posting a notice on our web site. Those changes will go into effect on the date posted in the notice. The new policy will apply to all current and past users of our web site and will replace any prior policies that are inconsistent.

* * * * *

This policy was posted in January 2011.

YOUR FEEDBACK

To help us improve our privacy policy and practice, please give us your feedback. You may [email](#) or call us at 1.800.203.0301