



Oregon School Activities Association

25200 SW Parkway Avenue, Suite 1
Wilsonville, OR 97070
503.682.6722 <http://www.osaa.org>



October 4, 2022

TO: Athletic Directors and Varsity Basketball Coaches
FROM: Peter Weber, Executive Director
Monica Maxwell, Assistant Executive Director in charge of Basketball
SUBJECT: OSAA Executive Board Action – Basketball Shot Clock

The OSAA Executive Board, on September 12, 2022, voted to approve the use of the shot clock in girls and boys basketball at the varsity level beginning with the 2023-24 school year.

Attached you will find several resources to assist in the transition:

1. OSAA Basketball Shot Clock Guidelines
2. OSAA Basketball Shot Clock Operator Duties
3. OSAA Basketball Shot Clock FAQs
4. Watchfire Signs Basketball Shot Clock Information

The NFHS is working on a new course regarding Basketball Shot Clock Operator Duties. Once available, we'll pass along the link to all member schools.

The OSAA has partnered with Watchfire Signs, the Official Scoreboard and Videoboard Manufacturer of the NFHS, to offer discounted options on basketball shot clocks. Watchfire also partners with the Oregon Athletic Directors Association (ODA). Full basketball shot clock specifications and pricing is enclosed.

- Full LED Display Shot Clock – Includes the opportunity to create sponsorship revenue
- Traditional Fixed Digit Shot – two different versions based on need and current scoreboard system

If you are interested in learning more about the attached options from Watchfire Signs, contact Robert Branlund at 253.691.8445 or Robert.branlund@watchfiresigns.com.

Also, the Intermountain Education Service District (IMESD) through an agreement with the AEP has the statewide contract with Daktronics. Schools can use the part number from their Daktronics control console to identify what will work with any existing equipment: www.daktronics.com/shotclocks. Schools can contact Daktronics to get an official quote and state that they want to order via the IMESD contact. The IMESD Daktronics contract document page is [here](#).

Please contact Monica Maxwell at monicam@osaa.org or 503.682.6722 x229 with any questions.



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OSAA Basketball Shot Clock Guidelines

In accordance with Rule 2-14, OSAA has adopted a 35-second shot clock effective in the 2023-24 season at the varsity level. The following are the guidelines to be implemented for the shot clock.

SHOT CLOCK DISPLAYS

1. A shot clock is one of the two official visible timepieces – one at each end of the court.
2. **NFHS Rule 2-14** requires that the shot clock be visible, and the guidelines recommend (not require) that the shot clock be mounted and recessed on the backboard support.
 - a) *We understand that not all facilities will be able to mount the shot clock to the backboard due to cost and current equipment limitations. Therefore, the shot clock only needs to be visible to be compliant with the rule.*
3. An alternate-timing device or procedure shall be available when a visible shot clock malfunctions.
4. LED lights located around the shot clock may be used, but the lights shall only be activated for a shot clock violation.
5. Nothing shall be attached to the mounting mechanisms of the shot clock that affects the visibility of the shot clock.

GAME AND TABLE OFFICIALS

A shot clock operator will be located at the scorer's and timer's table. It is recommended that the timer and shot clock operator be seated next to each other.

OFFICIALS' GENERAL DUTIES

1. Use the shot clock to administer the 10-second backcourt count (9-8). The 10-second count shall begin when the ball touches, or is legally touched by, a player on the court, in the backcourt on a throw-in or on player control on a rebound or jump ball. The official shall use a silent, visible 10-second count when there is no shot clock visible.
2. To indicate a shot clock violation, the official will give the stop clock signal followed by the tapping of the head and give a directional signal.
3. To indicate a shot clock reset, the official will use a rolling motion of a pointed index finger above the head.

THE SHOT CLOCK OPERATOR SHALL:

1. A 35-second shot clock for both boys and girls will be utilized in accordance with Rule 2-14.
2. Use the shot clock the entire game, including extra periods, except when there is less time remaining on the game clock than on the shot clock. In these cases, the shot clock shall be turned off.
3. Control a separate timing device with a horn that shall have a sound that is distinct and different from that of the game clock horn.
4. Have an alternate-timing device or procedure available in the case of failure or lack of availability of the electronic clocks.
5. Start the shot clock when:
 - a. The ball touches, or is touched by, a player on the court;
 - b. A team gains initial control after a jump ball or unsuccessful try for goal;
 - c. There is a change in team control
6. Stop the timing device and reset to full amount:

a. When there is a change in team control and the ball remains live or after a score by the opponent.

NOTE: The mere touching of the ball by an opponent does not start a new shot clock period when the same team remains in control of the ball.

b. When any of the following occurs:

I. A single personal foul;

II. A single technical foul assessed to the defensive team;

III. During team control, a defensive player causes a held ball, and the alternating-possession arrow favors the defensive team;

IV. When a try for goal strikes the ring or flange and then possession is gained by either team;

V. A violation and the defense is awarded the ball for a throw-in;

VI. A held ball or any other situation where the alternating possession arrow is used to determine team possession and the alternating-possession arrow favors the defense for the throw-in.

VII. After the ball goes out of bounds and was last touched simultaneously by two opponents, both of whom are either inbounds or out of bounds or when there is doubt as to who last touched the ball and the possession arrow favors the defensive team;

VIII. There is an inadvertent whistle and there was no player or team control at the time of the whistle;

7. Stop the timing device and continue time without a reset when play begins under the following circumstances:

a. The ball is deflected out of bounds by a defensive player;

b. A player is injured or loses a contact lens;

c. A charged time-out has concluded;

d. During team control as defined in Rule 4-12-1, a defensive player causes a held ball, and the alternating-possession arrow favors the offensive team;

e. After any double personal or technical fouls or simultaneous personal or technical fouls when there is team control unless the penalty for the foul results in a change of possession;

f. After an inadvertent whistle when there is team control;

g. After a held ball occurs during a throw-in, and the alternating possession arrow favors the team that made the throw-in

h. When a held ball occurs after an unsuccessful try that does not contact the ring or flange, and the alternating-possession arrow favors the shooting team;

i. After the ball goes out of bounds and was last touched simultaneously by two opponents, both of whom are either inbounds or out of bounds or when there is doubt as to who last touched the ball and the alternating-possession arrow favors the offensive team;

NOTE: The offensive team, upon regaining possession of the ball for the throw-in, shall have the unexpired time on the shot clock to attempt a try.

8. Sound the shot clock horn at the expiration of the shot clock period. This shot clock horn shall not stop play unless recognized by an official's whistle. When the shot clock indicates zeroes, the shot clock time has expired.

9. Turn off the shot clock when a reset situation occurs, and the game clock shows less time than that of a shot clock period.

10. Allow the timing device to continue during loose-ball situations when the offense retains control or when a field goal try is attempted at the wrong basket or when a field goal try has failed to hit the rim or flange.
11. Allow the game officials to make the final decision when there is doubt as to whether a score was made within the shot clock period or whether a try for goal contacted the ring or flange.

TIMING ERRORS:

1. The officials shall make the final decision when there is doubt as to whether a score was made within the shot clock period or whether a try for goal contacted the ring or flange.
2. When an obvious mistake by the shot clock operator has occurred (failing to start, stop, set or reset the shot clock), or when a shot clock has malfunctioned, the mistake or the result of the malfunction may be corrected during the shot clock period in which it occurred and only when the official has definite information relative to the mistake or malfunction and the time involved.

SHOT CLOCK VIOLATION:

1. A shot clock period begins when the ball touches, or is legally touched by, a player on the court on a throw-in or when team control is established or re-established after loss of team control and the shot clock is properly started. The shot clock period ends when the shot clock is properly started for the next shot clock period.
2. A try for a goal during the shot clock period is defined as the ball having left the shooter's hand(s) before the sounding of the shot clock horn and then striking the ring or flange, or entering the basket.
3. The team in control must attempt a try for a field goal, within the 35-second shot clock period.
4. It is a violation when a try for field goal does not leave the shooter's hand before the expiration of the shot clock period (as indicated by the sounding of the shot clock horn) or when it does leave the shooter's hand before the expiration of the shot clock period and the try does not subsequently strike the ring or flange or enter the basket.



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OSAA BASKETBALL SHOT CLOCK OPERATOR DUTIES

- Art. 1 A 35-second shot clock for both girls boys shall be utilized.
- Art. 2 Use the shot clock for the entire game, including extra periods, except when 35 seconds or less remain in the quarter or extra period, in which case the shot clock shall be turned off.
- Art. 3 Control a separate timing device with a horn that shall have a sound that is distinct and different from that of the game-clock horn.
- Art. 4 Have an alternate timing device available.
- Art. 5 Start the timing device when:
- a player legally touches or is touched by the ball on a throw-in or
 - when a team initially gains control after a jump ball or an unsuccessful try for goal or
 - control of a loose ball is gained after a jump ball or
 - unsuccessful try for a goal.
- Art. 6 Stop the timing device and reset it:
- When team control is again established after the team loses possession of the ball.
NOTE: The mere touching of the ball by an opponent does not start a new shot clock period when the same team remains in control of the ball.
 - When any of the following occurs:
 - A single personal foul;
 - A single technical foul assessed to the defensive team;
 - During team control, a defensive player causes a held ball, and the alternating-possession arrow favors the defensive team;
 - When a try for goal strikes the ring or flange and then possession is gained by either team;
 - A violation and the defense is awarded the ball for a throw-in;
 - A held ball or any other situation where the alternating possession arrow is used to determine team possession and the alternating-possession arrow favors the defense for the throw-in.
 - After the ball goes out of bounds and was last touched simultaneously by two opponents, both of whom are either inbounds or out of bounds or when there is doubt as to who last touched the ball and the possession arrow favors the defensive team;
 - There is an inadvertent whistle and there was no player or team control at the time of the whistle;
- Art. 7 Stop the timing device and continue time without a reset when play begins under the following circumstances:
- The ball is deflected out of bounds by a defensive player;
 - A player is injured or loses a contact lens;
 - A charged timeout has concluded; and
 - During team control as defined in Rule 4-12, a defensive player causes a held ball and the alternating-possession arrow favors the offensive team.
 - After a double personal foul, simultaneous personal foul or an inadvertent whistle when there is team control as defined in Rule 4-12 and as described in Rule 4-36.

- Art. 8. Sound the shot-clock horn at the expiration of the shot-clock period. This shot-clock horn shall not stop play unless recognized by an official's whistle. When the shot clock indicates :00 but the shot-clock horn has not sounded, the shot-clock time has not expired.
- Art. 9. Turn off the shot clock when a reset situation occurs and the game clock shows less time than that of a shot-clock period.
- Art. 10. Allow the timing device to continue during a loose-ball situation when the offense retains possession or when a field-goal try is attempted at the wrong basket.
- Art. 11. Allow the game officials to make the final decision when there is a doubt as to whether a score was made within the shot-clock period or whether a try for goal contacted the ring or flange.
- a. When there is doubt whether a score was made within the shot-clock period or whether a try for goal contacted the ring or flange, any activity before the next live ball shall be canceled, with the exception of any flagrant foul, intentional foul or direct or indirect technical foul.
- Art. 12. When an obvious mistake by the shot-clock operator has occurred in failing to set or reset the shot clock, the mistake may be corrected in the shot-clock period in which it occurred only when the referee has definite information relative to the mistake and time involved. Any activity after the mistake has been discovered shall be canceled, excluding any flagrant foul, intentional foul, or technical foul.



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OSAA Basketball Shot Clock FAQ's

Q1: Where should the shot clocks be mounted?

A1: Shot clocks shall be recessed and mounted on the backboard supports behind each backboard.

Q2: Do I need lights around the basket or on the basket to signify a shot clock violation?

A2: No. To aid in officiating, the OSAA is not requiring but suggesting that schools add a red light on or around the backboard to make it easier to determine a shot clock violation.

Q3: Can I put a corporate sponsor or other signage on the shot clock?

A3: No. Nothing shall be attached to the mounting mechanisms of the shot clock that affects the visibility of the shot clock. Corporate sponsorship signs can be used if it does not violate previous statement.

Q4: Where does the shot clock operator sit?

A4: A shot clock operator will be located at the scorer's and timer's table. It is recommended that the timer and shot clock operator be seated next to each other.

Q5: How will the 10-second backcourt count work with a shot clock?

A5: Officials will use the shot clock to administer the 10-second backcourt count. Officials will use a silent, visible 10-second count when there is no shot clock because having less than 35 seconds on the clock.

Q6: How long is the shot clock?

A6: 35 seconds for both Boys-and-Girls Basketball.

Q7: Will the shot clock still be used in the case of the OSAA Score Differential policy going into effect?

A7: Yes. The shot clock is always used during game play, except where there is less time remaining on the game clock than on the shot clock.

Q8: Do I need a horn for a shot clock violation, and should it be different than the game clock horn?

A8: Yes. You do need a horn for a shot clock violation and it shall be different from the game clock horn.

Q9: Do I reset the shot clock on injuries?

A9: No. The shot clock should not be reset. The NFHS rules are very specific on scenarios where there should be a reset of the shot clock. Visit [OSAA Basketball Shot Clock Guidelines](#) for more information on these scenarios.

Q10: Where do I gain specific information on starting and stopping the shot clock in a game?

A10: The OSAA is utilizing the NFHS rules for shot clock adoption. The rule information can be accessed at [OSAA Basketball Shot Clock Guidelines](#).

Q11: Should I do a training with game operations and score table personnel before the season?

A11: Yes. The OSAA will be working on resources for you to use in your training. Please teach on the NFHS rules, they can be found at [OSAA Basketball Shot Clock Operator Duties](#).



Indoor Displays Quote

watchfire 

Indoor Display Systems Quote

LEGENDARY SERVICE
FIRST-CLASS EXPERIENCE



QUOTE NUMBER: 2218072.3 (Revision 3) DATE: 9/15/2022

SIGN ID: 1692134 LRSC3.9

OSAA SPORTS PROPERTIES 9126063

Ian Frost, GENERAL MANAGER
25200 SW PARKWAY AVE. STE. 1
WILSONVILLE, OR 97070

ian@osaasp.com

Shipping Destination

OSAA SPORTS PROPERTIES
25200 SW PARKWAY AVE. STE. 1
WILSONVILLE, OR 97070

Job Site

Name: OSAA Shot Clocks
Address:
City:
State: Zip:

PRODUCT SPECIFICATIONS

Pixel Pitch:	Clk SB03.9mm LED RGB
Pixel Matrix (HxW):	128 X 128
Cabinet Size:	19.69in H x 19.69in L x 6in D
Viewing Area (HxW):	19.69in H x 19.69in L
Cabinet Style:	Double Face
Approx. Weight:	33.00 Lbs.
Warranty:	Standard 5 Year Watchfire warranty applies.
Mfg. Lead Time:	8-10 weeks (after this document is signed & returned and receipt of down payment).
Electrical Service:	120 VOLT 20.0 amps (10.00 per face) Single Phase Service. Refer to the Installation manual for details on wiring.

STANDARD FEATURES

Brightness	800 NITS Maximum
Color	LED SMD 3-in-1
Energy-Conscious LED	Use optional Sign Brightness Adjustment to run sign at less than 800 nits
Video	Up to 60FPS
Viewing Angles	160 Horizontal/160 Vertical

OPTIONS

Controller	Ignite Sports (Standalone Clocks)
Data Connection	Customer Supplied Ethernet (less than 300ft)
Assembly Kit	Locker Room / Shot Clock
Mounting Style	Post Mount (Offset)
Mounting Post	Post Diameter Needed

NOTES

Watchfire will reduce pricing by 5% for quantities of more than ten (10) purchased.

(2) Video Clocks
Includes Dak VSI (950513)



ORDER ACCEPTANCE

QUOTE VALID UNTIL 10/15/2022

System Price: 3.9mm Locker Room / Shot Clock - Rear Ventilation

System Price	\$8,675.00 USD
Crating & Shipping To WILSONVILLE, OR via Common LTL Carrier	Add: 748.00 USD
Grand Total:	USD

To order Sign ID 1692134, sign here and return with down payment

Signature: _____ Date: _____

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at <http://watchfiresigns.com/terms-and-conditions-of-sale> or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged.

This quote/offer is expressly limited to the acceptance by the buyer of its exact terms, including the terms of sale and seller's limited warranty, software license, and limitation of liabilities and remedies, all of which are a part of the agreement. Any purchase order or related documents buyer issues to seller (even if it contains terms in addition to or inconsistent with the terms of this agreement) for this transaction shall constitute buyer's unconditional agreement to be bound exclusively by the seller's terms and conditions of this agreement, and buyer hereby agrees that such additional or inconsistent terms shall not apply nor become a part of this agreement.

Indoor Display Systems Quote

LEGENDARY SERVICE
FIRST-CLASS EXPERIENCE



QUOTE NUMBER: 2218072.3 (Revision 3) DATE: 9/15/2022

SIGN ID: 1692136 SC12

OSAA SPORTS PROPERTIES 9126063

Ian Frost, GENERAL MANAGER
25200 SW PARKWAY AVE. STE. 1
WILSONVILLE, OR 97070

ian@osaasp.com

Shipping Destination

OSAA SPORTS PROPERTIES
25200 SW PARKWAY AVE. STE. 1
WILSONVILLE, OR 97070

Job Site

Name: OSAA Shot Clocks
Address:
City:
State: Zip:

PRODUCT SPECIFICATIONS

Pixel Pitch:	Clock12 inch LED Red
Pixel Matrix (HxW):	1 X 1
Cabinet Size:	15.50in H x 19in L x 3.75in D
Viewing Area (HxW):	15.50in H x 19in L
Cabinet Style:	Double Face
Character Size:	1 lines / 0.2 Characters at a 12" type
Approx. Weight:	32.00 Lbs.
Warranty:	Standard 5 Year Watchfire warranty applies.
Mfg. Lead Time:	10-12 weeks (after this document is signed & returned and receipt of down payment).
Electrical Service:	120 VOLT 2.0 amps (1.00 per face) Single Phase Service. Refer to the Installation manual for details on wiring. Based on 8 hours of operation a day, plus or minus 10% depending on how the sign is programmed. <i>Example: 1.2 KWHrs a day x \$0.07 = \$0.08/Day</i>

OPTIONS

Controller	Wireless Handheld Remote
Assembly Kit	Locker Room / Shot Clock
Mounting Style	Post Mount (Inline)
Mounting Post	Post Diameter Needed

NOTES

Watchfire will reduce pricing by 5% for quantities of more than ten (10) purchased.
2 Independent Shot Clocks

ORDER ACCEPTANCE

QUOTE VALID UNTIL 10/15/2022

System Price: 12" Independent Shot Clock - Rear Ventilation

System Price	\$2,745.00 USD	To order Sign ID 1692136, sign here and return with down payment
Crating & Shipping To WILSONVILLE, OR via Common LTL Carrier	Add: 747.00 USD	
Grand Total:	USD	Signature: _____ Date: _____

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at <http://watchfiresigns.com/terms-and-conditions-of-sale> or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged.

This quote/offer is expressly limited to the acceptance by the buyer of its exact terms, including the terms of sale and seller's limited warranty, software license, and limitation of liabilities and remedies, all of which are a part of the agreement. Any purchase order or related documents buyer issues to seller (even if it contains terms in addition to or inconsistent with the terms of this agreement) for this transaction shall constitute buyer's unconditional agreement to be bound exclusively by the seller's terms and conditions of this agreement, and buyer hereby agrees that such additional or inconsistent terms shall not apply nor become a part of this agreement.

Indoor Display Systems Quote

LEGENDARY SERVICE
FIRST-CLASS EXPERIENCE



QUOTE NUMBER: 2218072.3 (Revision 3) DATE: 9/15/2022

SIGN ID: 1692145 WF-AC-5245T

OSAA SPORTS PROPERTIES 9126063

Ian Frost, GENERAL MANAGER
25200 SW PARKWAY AVE. STE. 1
WILSONVILLE, OR 97070

ian@osaasp.com

Shipping Destination

OSAA SPORTS PROPERTIES
25200 SW PARKWAY AVE. STE. 1
WILSONVILLE, OR 97070

Job Site

Name: OSAA Shot Clocks
Address:
City:
State: Zip:

PRODUCT SPECIFICATIONS

Cabinet Size:	24in H x 24in L x 6in D
Approx. Weight:	54.00 Lbs.
Warranty:	Standard 5 Year Watchfire warranty applies.
Mfg. Lead Time:	6-8 weeks

Cabinet Color: _____

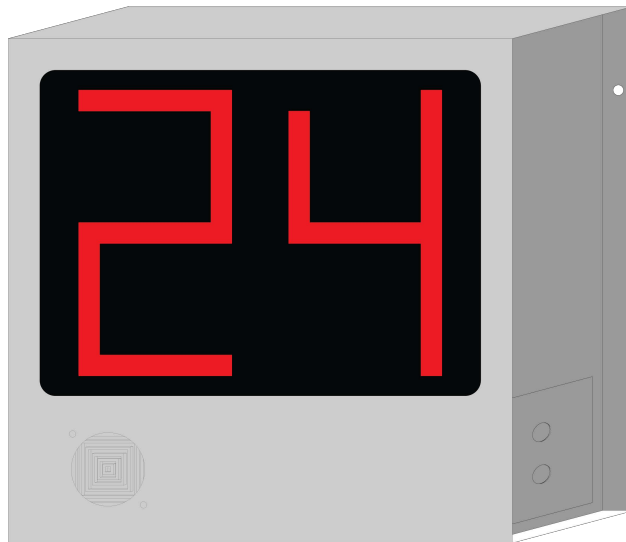
Striping / Caption Color: _____

OPTIONS

Cabinet Color	Black (Standard)
LED Digit Color	Standard Layout
Controller Case	Included
Scoreboard Controller	MSX Wireless (Two Displays)
Hand Switches/Controllers	Auxiliary
Warranty	Standard 5-Year Parts Warranty

NOTES

Watchfire will reduce pricing by 5% for quantities of more than ten (10) purchased.
2 Fixed Digit Clocks



ORDER ACCEPTANCE

QUOTE VALID UNTIL 10/15/2022

System Price: 1-99 Shot Clock - Rear Ventilation

System Price
Crating & Shipping
To WILSONVILLE, OR via Common LTL Carrier

\$4,587.00 USD
Add: 773.00 USD

To order Sign ID 1692145, sign here and return with down payment

Grand Total: USD Signature: _____ Date: _____

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at <http://watchfiresigns.com/terms-and-conditions-of-sale> or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged.

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STANDARD PAINT & OPAQUE VINYL COLORS

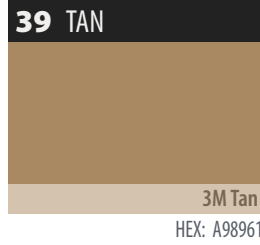
Colors depicted are approximations.
Custom color-matching is available.

49 BEIGE *Beige*



3M Beige
HEX: D6C6A7

39 TAN *Tan*



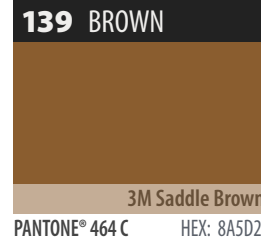
3M Tan
HEX: A98961

131 GOLD *Metallic*



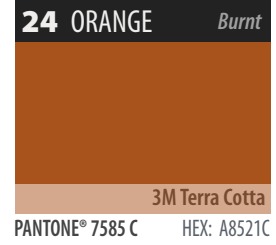
Vegas 3M Satin Gold
PANTONE® 872 C HEX: 80704F

139 BROWN *Brown*



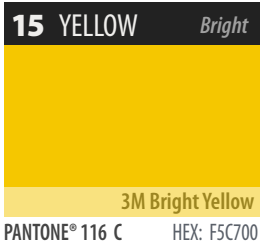
3M Saddle Brown
PANTONE® 464 C HEX: 8A5D2F

24 ORANGE *Burnt*



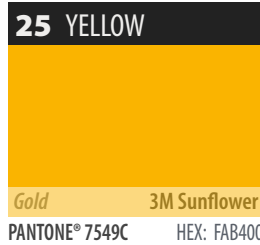
3M Terra Cotta
PANTONE® 7585 C HEX: A8521C

15 YELLOW *Bright*



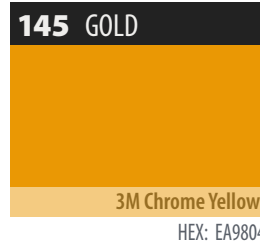
3M Bright Yellow
PANTONE® 116 C HEX: F5C700

25 YELLOW *Yellow*



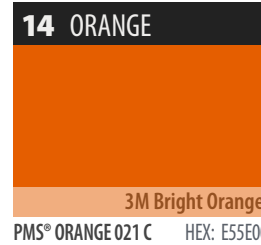
Gold 3M Sunflower
PANTONE® 7549C HEX: FAB400

145 GOLD *Gold*



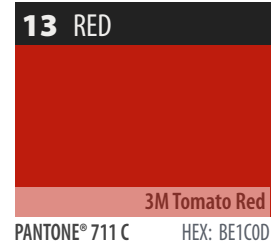
3M Chrome Yellow
HEX: EA9804

14 ORANGE *Orange*



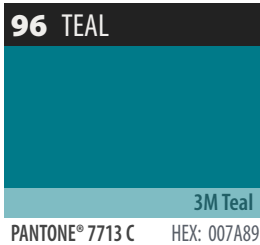
3M Bright Orange
PMS® ORANGE 021 C HEX: E5E500

13 RED *Red*



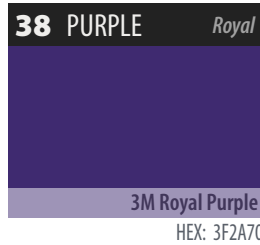
3M Tomato Red
PANTONE® 711 C HEX: BE1C0D

96 TEAL *Teal*



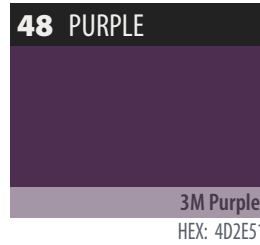
3M Teal
PANTONE® 7713 C HEX: 007A89

38 PURPLE *Royal*



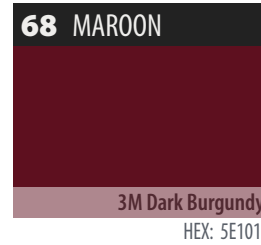
3M Royal Purple
HEX: 3F2A70

48 PURPLE *Purple*



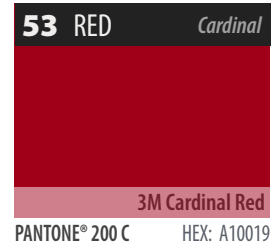
3M Purple
HEX: 4D2E51

68 MAROON *Maroon*



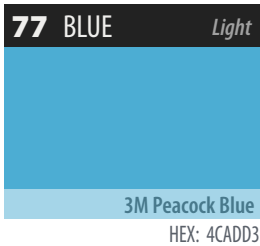
3M Dark Burgundy
HEX: 5E101F

53 RED *Cardinal*



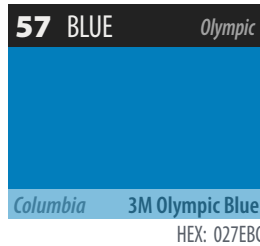
3M Cardinal Red
PANTONE® 200 C HEX: A10019

77 BLUE *Light*



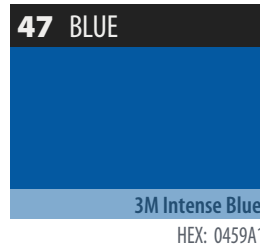
3M Peacock Blue
HEX: 4CADD3

57 BLUE *Olympic*



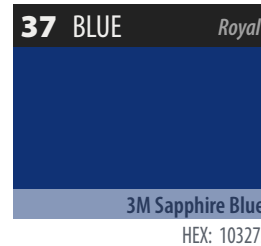
Columbia 3M Olympic Blue
HEX: 027EBC

47 BLUE *Blue*



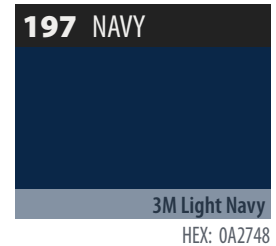
3M Intense Blue
HEX: 0459A1

37 BLUE *Royal*



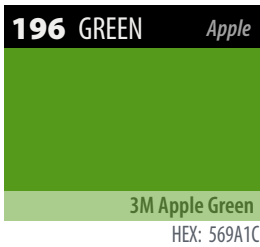
3M Sapphire Blue
HEX: 103275

197 NAVY *Navy*



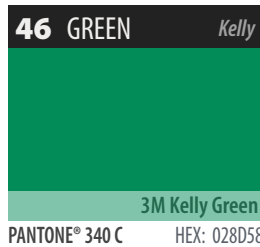
3M Light Navy
HEX: 0A2748

196 GREEN *Apple*



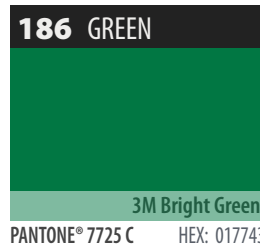
3M Apple Green
HEX: 569A1C

46 GREEN *Kelly*



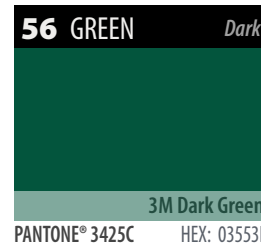
3M Kelly Green
PANTONE® 340 C HEX: 028D58

186 GREEN *Green*



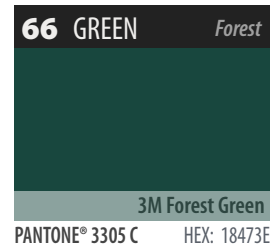
3M Bright Green
PANTONE® 7725 C HEX: 017743

56 GREEN *Dark*



3M Dark Green
PANTONE® 3425C HEX: 03553D

66 GREEN *Forest*



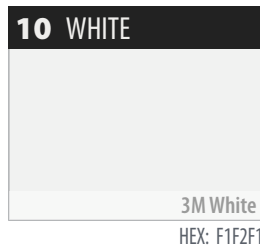
3M Forest Green
PANTONE® 3305 C HEX: 18473E

120 SILVER *Metallic*



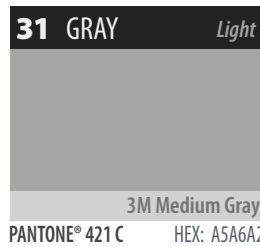
3M Satin Aluminum
PANTONE® 877C HEX: 8A8C8C

10 WHITE *White*



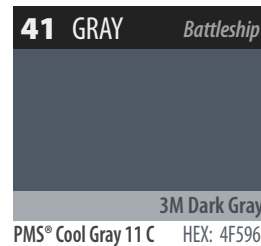
3M White
HEX: F1F2F1

31 GRAY *Light*



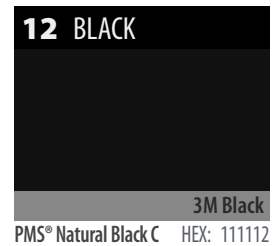
3M Medium Gray
PANTONE® 421 C HEX: A5A6A2

41 GRAY *Battleship*



3M Dark Gray
PMS® Cool Gray 11 C HEX: 4F5965

12 BLACK *Black*



3M Black
PMS® Natural Black C HEX: 111112

Watchfire Signs, LLC - TERMS OF SALE

Note. The following Terms of Sale are subject to change without notice. All transactions for all products sold by Watchfire Signs, LLC ("Watchfire") are subject to the latest published Terms and Conditions and to any special Terms of Sale which may be contained in applicable Watchfire quotations and acknowledgements. Such Terms of Sale, the quotation from Watchfire to the applicable purchaser ("Buyer"), and Buyer's purchase order accepted by Watchfire collectively comprise the "Agreement." In the event of any conflict or inconsistency between any document forming part of the Agreement, the following order of priority shall apply: (i) first, any addendum or amendment to a quotation or purchase order which is executed by each of Watchfire and Buyer; (ii) second, Watchfire's quotation; (iii) third, these Terms of Sale; (iv) fourth, any other written agreement (including any "click through" agreement provided by Watchfire with respect to the Software (as defined below)); and (v) lastly, Buyer's purchase order accepted by Watchfire. For purposes of clarity, Watchfire rejects any and all modified or additional terms within Buyer's purchaser order.

Quotations. Quotations shall be valid for no more than forty-five (45) days from their date, unless otherwise stated in the quotations. All quotations are subject to change by Watchfire at any time upon notice to Buyer. Buyer is obligated to review the quotation carefully and to immediately advise Watchfire of any discrepancies or errors. Changes to the products or services supplied by Watchfire (the "System") after acceptance of a quotation are valid only when accepted in writing and signed by both Watchfire and Buyer.

Terms of Payment. Upon Buyer's acceptance of a System quotation, Buyer shall make a non-refundable minimum deposit of one-half of the aggregate purchase price (collectively, the "System Price"). The System Price shall include applicable taxes, crating, transportation, delivery charges, and any other related expenses. The remaining balance of the System Price must be paid by Buyer no later than seven (7) days prior to Watchfire's shipment of the System. The System Price does not include costs of any construction or installation of the System, which are solely the responsibility of Buyer. Any System delayed in shipment at the request of Buyer are subject to annual interest charges of 18% on the remaining balance, which must be paid by Buyer no later than seven (7) days prior to Watchfire's shipment of the System. Watchfire shall have the right to terminate the contract with respect to Buyer's order for the System and retain the non-refundable deposit in the event Buyer does not pay in full the remaining balance of the System Price and associated expenses and confirm readiness to accept delivery within six (6) months after completion of the System. Buyer's failure to comply with all Terms of Payment may result in suspension of System access, which may not be restored until Terms of Payment are fulfilled. Upon an event of default by the customer to make payment by the due dates specified in the Terms of Sale or otherwise agreed between Watchfire and the customer, Watchfire may, in its sole and absolute discretion, but in lieu of any remedies otherwise available: (a) suspend its performance as it relates to any obligations benefiting the defaulting party until such default is cured; (b) recover fees and costs from any down payment available to Watchfire, (c) pursue monetary damages as permitted by law, (d) or restrict the defaulting party(s) access to Watchfire software. The remedies set forth herein are cumulative and not exclusive of each other.

NSF Payment. The issuance of any check, electronic check or ACH transfer by Buyer that is returned by Buyer's bank as not honored for payment for any reason shall incur an additional charge of \$100.00. All fees and charges created by such dishonored payment shall be immediately due. In the event of any dishonored payment of Buyer, future checks, electronic check or ACH transfer from Buyer may not be accepted as payment for future orders, in Watchfire's sole discretion

Title; Risk of Loss; Delivery. Watchfire shall, at Buyer's sole cost, arrange for delivery of the System to Buyer. Without limiting the foregoing, Watchfire may estimate but Buyer shall be solely responsible for shipping and delivery costs. Shipping and delivery of the System is performed by third parties and Watchfire is not responsible for any delays in shipment that are beyond Watchfire's control. Title to, and risk of loss of, the System shall pass to Buyer upon Watchfire's placement of the System with the shipping carrier unless the System has been in Watchfire's warehouse for more than sixty (60) days from the date of completion. Title and risk of loss of the System shall automatically pass to Buyer if the System is in Watchfire's warehouse for more than sixty (60) days and a storage fee of \$500 per month thereafter will be assessed to Buyer. Buyer shall inspect the System within fourteen (14) calendar days after receipt of delivery of the System (the "Inspection Period"). Buyer will be deemed to have accepted the System unless it notifies Watchfire in writing of any Nonconforming System during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Watchfire. "Nonconforming System" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Watchfire of any Nonconforming System, Watchfire shall, in its sole discretion, (i) replace such Nonconforming System with a conforming System or (ii) credit or refund the price for such Nonconforming System. If Watchfire exercises its option to replace the Nonconforming System, Watchfire shall deliver a conforming System to Buyer according to the delivery terms applicable to the original System. Buyer acknowledges and agrees that the remedies set forth in this paragraph are Buyer's exclusive remedies for the delivery of a Nonconforming System.

Driver Detention. Fees for up to two (2) hours of detention time, per load, are included in the System Price. In the unlikely event that the driver is delayed or detained beyond two (2) hours following arrival at the shipping destination, detention fees will be accrued by the hour. These fees will be invoiced to Buyer in a timely manner and will not exceed \$75.00/hour.

Force Majeure. Watchfire shall not be liable for any damages as a result of any delays due to any causes beyond Watchfire's control, including, without limitation, telecommunications failures, technology attacks, epidemic, pandemic, embargoes, quarantines, viruses, strikes, labor problems of any type, accidents, fires, war, acts of terrorism, material unavailability, natural disaster, transportation failures, instability and unavailability of the Internet, and acts of God, etc. In the event of any such delay, the date of delivery shall be extended for a period of time reasonably necessary to cover the effect of such delay.

Intellectual Property. Watchfire shall defend any suit or proceeding brought against Buyer to the extent such suit or proceeding is based on a claim that equipment furnished by Watchfire as part of the System constitutes an infringement of any copyright, trademark or patent of the United States as of the time of shipment by Watchfire. Watchfire retains ownership of intellectual property in any materials, goods, software and production process which may be developed under this Agreement.

Use of System Image. Buyer agrees that Watchfire, without compensation to Buyer, may use Buyer's name along with photographs and images of the System in Watchfire's advertising and promotional materials in any media worldwide without the prior written consent of Buyer.

License for Software Use and Warranty. Watchfire hereby grants the Original End User a limited, non-exclusive personal, non-transferable and non-assignable license to use the Software (the "License"). "Software" as used herein includes software distributed on a media (like a CD, DVD or flash drive), software hosted on a server and accessed through a web browser, and software running on the System controllers. Media does not apply to Ignite OA. The License covers end-user applications such as Ignite OP, Ignite OPx and Ignite OA. The License terminates upon any breach by Buyer or its permitted assignee of these Terms of Sale or the Agreement, and Watchfire reserves the right to electronically disable the Software upon such violation. Excluding third party software, Watchfire warrants that, for a period of sixty (60) days after shipment by Watchfire: (i) the media (if any) on which Software is provided shall be free from material defects; and (ii) Software substantially conforms to the documentation that accompanies it. The foregoing warranties are the sole and exclusive warranties provided by Watchfire with respect to the Software. The Software is copyrighted by Watchfire and Buyer shall not permit the Software to be copied (except for backup purposes), transferred, distributed, disassembled, reverse engineered, decompiled or tampered with. Watchfire does not warrant that the media and Software are completely error-free, will operate without interruption or are compatible with all equipment or software configurations. Watchfire may charge additional fees for any upgrades or modifications to the Software.

Third Party Software. Operation of the sign equipment included in the System is supported only with Watchfire software and Watchfire qualified versions of approved third party software. Installing un-supported software on sign controllers could lead to non-operational signs for which no warranty applies. Service charges for troubleshooting and returning to operation will apply.

System Warranty. When used properly under normal use and normal environmental conditions, and subject to the exclusions set forth herein and exceptions set forth in an applicable quotation, Watchfire warrants the System (other than the Software, described above) against material defects in material and workmanship for the following durations: (i) five (5) years from the date of shipment from Watchfire's facility with respect to equipment manufactured by Watchfire. Notwithstanding anything to the contrary, the warranty with respect to equipment sold by Watchfire and manufactured by third parties shall be subject only to the terms of the applicable manufacturer's warranty and Watchfire disclaims any additional warranty with respect thereto. For equipment manufactured by Watchfire, Watchfire's only obligation and liability is to repair or provide replacement parts (at its option) for those part(s) of the System which prove to be defective and not merely worn out (e.g., aged LEDs). For purposes of clarity, Watchfire is not responsible for the labor to remove or install repaired or replaced parts. Repaired or replaced parts provided within the original warranty period shall have the same warranty for the balance of the original warranty period. Parts replaced or repaired outside of any warranty period shall have a warranty of replacement only for material defects in material or workmanship for one (1) year from date of shipment. Any parts not manufactured by Watchfire, but which are added to or incorporated in the System manufactured by Watchfire, are covered only by their original manufacturer's warranty, if any. Watchfire is not responsible for telecommunications or Internet services being unavailable, or for limitations caused by environmental conditions or incompatibilities with other systems.

Limitations. Buyer's exclusive remedy for Watchfire's breach of the Agreement as to any term thereof, and Watchfire's only liability for any such breach, shall be replacement or repair of the System and its parts actually delivered to Buyer in Watchfire's sole discretion.

WATCHFIRE'S LIABILITY TO BUYER UNDER THE AGREEMENT (INCLUDING THESE TERMS OF SALE) OR FOR THE SYSTEM OR SOFTWARE IS LIMITED AS SET FORTH HEREIN, WHETHER SUCH LIABILITY IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY. WATCHFIRE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. BUYER MAY NOT BRING ANY ACTION UNDER THE AGREEMENT (INCLUDING IN CONNECTION WITH ANY BREACH OF WARRANTY) MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. WITHOUT LIMITING ANY OTHER LIMITATION ON LIABILITY HEREUNDER, IN NO EVENT WILL WATCHFIRE BE LIABLE TO BUYER FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF THE AGREEMENT IN EXCESS OF THE SYSTEM PRICE ACTUALLY PAID TO WATCHFIRE BY BUYER. Buyer agrees that these limitations on liability and remedies are independent of the agreed remedies under this Agreement.

WATCHFIRE'S LIABILITY UNDER ANY WARRANTY HEREUNDER, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE SYSTEM AND SOFTWARE. Significant surge protection is included in the sign equipment included in the System. However, very high electrical surges can damage electronic LED sign systems and are not covered by warranty.

Proper installation to allow for adequate ventilation as detailed in the Installation Manual S-1504 is required to keep the warranty in force. Failure to comply with the requirements set forth in the applicable installation or operating manual will result in the warranties associated with the System being void. Power must be applied at all times except for during service incidents. Power outages for more than three (3) days require notice to Watchfire Service to keep the warranty in force.

Warranty Service. Defective media or Software may be replaced during the warranty period unless damaged by accident or misuse. WATCHFIRE'S ENTIRE LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE MEDIA OR SOFTWARE WHEN TIMELY RETURNED TO WATCHFIRE. Any replacement media or Software has the remainder of the same sixty (60) day warranty applicable to the Software and the media (if any) on which Software is provided. Warranty service for the System and the Software are expressly conditioned on Watchfire's prior receipt of all payments due under the Agreement, including the System Price. Buyer shall contact the Watchfire's Helpdesk for warranty service. Items determined defective by Watchfire will be replaced at Watchfire's option with new or like-new parts. No credit is given for such items. Watchfire will pay for outbound shipping and return ground freight for items repaired or replaced for its manufactured goods. Buyer must pay all duties and taxes for items shipped to destinations outside of the continental United States. Buyer shall pay for the installation of repaired or replaced items and updates to the Software. In the event of any delay in Watchfire's performance beyond Watchfire's reasonable control, Watchfire shall have additional reasonable time for performance. Buyer shall be responsible and pay for all maintenance services.

10-Year FCC Guarantee. This device complies with FCC Part 15 regulations for Class A devices. Operation is subject to the following two conditions: (i) the device may not cause harmful interference; and (ii) the device must accept any interference received, including interferences that may cause undesired operation. FCC regulations state that unauthorized changes or modifications to the device could void the user's authority to operate it.

In the event of a documented claim of electromagnetic interference during the System warranty period as the result of the operation of the System in accordance with Watchfire's operating instructions, Watchfire shall provide a remedy to the complaint pursuant to FCC Part 15 regulations for Class A devices in effect at the time of shipment or issue a prorated refund to Buyer. The prorated refund will be determined by dividing the original purchase price by the number of months of the System warranty period, then multiplying the result by the months remaining in the System warranty period. Partial months are rounded to the nearest whole month.

Indemnification. BUYER SHALL, AND SHALL CAUSE ITS END USER(S) TO, INDEMNIFY WATCHFIRE AND ITS AFFILIATES FOR, AND HOLD SUCH PERSONS AND ENTITIES HARMLESS FROM AND AGAINST, ANY CLAIM, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING WATCHFIRE'S ATTORNEYS' FEES) WITH RESPECT TO THE USE OF THE SOFTWARE OR SYSTEM, INCLUDING WITH RESPECT TO THE SOFTWARE OR SYSTEM INFRINGING ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY DUE TO AN IMAGE DISPLAYED ON THE SYSTEM.

Exclusions. THE WARRANTIES EXPRESSLY WRITTEN IN THE AGREEMENT (INCLUDING THESE TERMS OF SALE) ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY WATCHFIRE WITH RESPECT TO THE SYSTEM AND THE SOFTWARE AND ARE IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO WATCHFIRE AND WHETHER OR NOT THE SYSTEM OR SOFTWARE IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY WATCHFIRE FOR BUYER'S USE OR PURPOSE, AGAINST INTELLECTUAL PROPERTY INFRINGEMENT, OR OTHERWISE. The warranties in these Terms of Service or elsewhere in the Agreement do not apply if the System or Software is damaged due to improper or unreasonable use, modification, repair, service, installation, or environmental conditions or if they are reversed engineered, de-compiled or used to create derivative works. There are no express warranties for the System and the Software beyond those expressly stated herein and the entire agreement between the parties as to warranties is embodied in the Agreement (including these Terms of Sale). Neither oral statements or advice made by Watchfire's agents or employees in the selection of goods or parts used in or in conjunction with Watchfire's manufactured goods, or in the performance of warranty services, nor any verbal arrangement, nor any advertising material or statement in any brochure, catalogue, or other material furnished by Watchfire or on its behalf, nor any other oral or written term or statement not contained herein shall constitute a warranty, be relied upon by Buyer, or become a part of the agreement with respect to the System or the License. If any sample or model was shown to Buyer, such sample or model was used merely to illustrate the general type and quality of a System and Software and does not represent that the System and Software will necessarily conform to the sample or model.

Privacy Policy. See <http://www.watchfiresigns.com/privacy-policy> for details.

Miscellaneous. Should any part of these Terms of Sale be found invalid, the other parts shall remain unaffected and shall be enforceable. These Terms of Sale shall be governed by the laws of the State of Illinois. Any litigation arising out of or relating in any way to the Agreement (including these Terms of Sale) shall be exclusively in Vermillion County, in the State of Illinois or the U.S. District Court for the Central District of Illinois.