

ORDERING TERMS AND CONDITIONS

PRODUCT QUALITY - There is no implied warranty as to the quality of your merchandise. It is impossible to judge the quality of any product by looking at a picture. It is strongly suggested the Customer request an actual sample of the merchandise to be sure it will be what is expected. Samples may or may not incur an additional charge and is on a case-by-case basis. **If no sample is requested and the order approved without a sample request, the sale is final.** Using current industry guidelines, colors and registration will be matched as close as possible to this proof. Online Proofs are low-resolution, with the final product will print at a higher resolution. Colors may vary slightly due to variations in computers, printing process, and differences in substrate/magnet surface. If an exact color match is required, please contact customer service for more information.

PRODUCTION TIME - Production time begins after proof approval. Holidays, available stock, factory production schedules, natural disasters, time of approval (approvals after 12 noon will be counted the next day) etc. may affect production times. In those cases, you will be notified. Any changes to your order after approval will cause the production time to be extended.

RUSH ORDERS - Lord & Mitchell will make every effort to get your order delivered in a timely manner. Lord & Mitchell will be held harmless for delayed deliveries on rush productions. The Customer is aware many factors affect the production and delivery of rushed items and agrees to pay in the event the delivery is delayed beyond the anticipated delivery date.

ADDITIONAL CHARGES - Lord & Mitchell, Inc. reserves the right to submit additional invoice(s) for industry standard +/- 5-10% over/underruns. Additional invoices for higher than estimated shipping bills may be submitted.

PRICING - Due to the fast changing nature of consumer products industries, all prices are subject to change without notice. Every effort is made to provide the most accurate and up-to-date pricing, however despite our best efforts, some items may be erroneously priced by our suppliers. In the event of an incorrect listed price by our supplier due to an error on their part, we will notify you immediately and either cancel your order or make the price adjustment with your approval.

CANCELLATION: On a case-by-case basis, an order in progress may be canceled before imprinting begins which is solely dependent on the policies of the supplier of the materials. The customer is responsible for any costs incurred up to the time of cancellation to include set up charges, art preparation, product restocking charges, consultation and other fees. **The cancellation fee is a minimum of 25% of the total cost of the order.** Orders can only be canceled without incurring a cancellation fee due to insufficient stock to fulfill the order. Items that have been imprinted cannot be canceled under any circumstances.

CLAIMS - Claims for defective merchandise **MUST** be made within 10 calendar days after the date of delivery. Proof of damages must be provided via photo and/or actual product dependent on the requirements of the supplier. Refunds and/or adjustments are made at the sole discretion of Lord & Mitchell.

DELIVERY - Once your delivery is verified by the Carrier (with or without a signature), you are responsible to pay for your order. Packages that are lost within your building and/or delivery address on your quote are NOT the responsibility of Lord & Mitchell. Claims **MUST** be made within 10 calendar days of the delivery date.

RETURNS - No products may be returned for any reason other than manufacture defect. No returns will be accepted without authorization and/or inspection and is at the sole discretion of Lord & Mitchell, Inc.

FORCE MAJEURE - Lord & Mitchell, Inc. shall not be liable or responsible for delays or failures of production or supply or delays in transportation of goods caused by Buyer or arising from any cause beyond the reasonable control of Lord & Mitchell, Inc., including without limitation, acts of God, strikes, labor disputes, slowdowns or stoppages, other labor trouble, civil or military authority, insurrections, embargoes, government regulations or acts, trade restrictions, acts of governmental authority, accidents, damage to or loss of facilities, states of war, riots, fires, earthquakes, storms, floods, other weather conditions, failures of sources of supply (including energy sources or raw materials) or transportation on terms deemed by Lord & Mitchell, Inc. to be reasonable of goods or materials used to produce the goods, or delays in receiving machinery or materials; provided, however, that such delay or failure is not due to the fault, in whole or in part, of Lord & Mitchell, Inc., its vendors, contractors, suppliers or agents. At Lord & Mitchell, Inc.'s option, quantities so affected shall be eliminated from this agreement without liability on the part of Lord & Mitchell, Inc., but this agreement shall otherwise remain unaffected. Lord & Mitchell, Inc. during any period of shortage due to any of such events, may allocate its

supply of materials among its various uses thereof in such manner as Lord & Mitchell, Inc. deems practicable, and its supply of goods among its customers in any manner which in Lord & Mitchell, Inc.'s opinion, is fair and reasonable.

Policies are subject to change without notice.

VIRTUAL PROOFS

APPROVALS - Previewing: **Carefully review all copy and art for accuracy.** The Customer is responsible for reviewing the proofs along with the descriptions of the items - to include color, size, imprint information, logo placement, spelling, estimated production time, and shipment information - if available. Delays in proof approval will affect your ship and/or in-hands date. Once your order is approved, we are not responsible for errors. **The virtual proof is for artwork and imprint verification only, it doesn't necessarily reflect the exact position, color and size of the imprint on the product - imprint areas are indicated in the product description.** **Custom imprinted merchandise is not returnable except for product defects and is at the discretion of Lord & Mitchell.** Customer is aware product colors and imprint colors appear differently on monitors and paper than they do on the actual product.

PRE-PRODUCTION PROOFS/SAMPLES - Requests for pre-production proofs must be made in writing. Production time will be affected by the production of pre-production proof samples. Placement of an order without written request of a pre-production proof automatically waives the request and the Customer agrees to pay for the merchandise - color variances, logo placement, logo size, imprint color may be the factors affected. Sample requests may incur charges or a request to return the sample after your examination depending on the price.

*****IMPORTANT - DIGITAL IMPRINTING WAIVER:** Lord & Mitchell's suppliers make every effort to ensure the quality and appearance of your imprint. Unfortunately, our various modes of digital imprinting capabilities may limit the available imprint colors for digital (full color imprinting), thus a 100% PMS match guarantee is unavailable on any items that will be digitally or full-color imprinted, but our suppliers will match as close as possible. The acknowledgement of this waiver signifies that you are fully aware that any and all PMS colors submitted for digital imprinting on this order will not be a 100% match.

VIRTUAL PROOFS: We are pleased to provide virtual proofs, in order to serve all of our clients better and more efficiently - please take note of the important information: 1) - virtual proofs are provided after we receive your order/quote approval 2) - Your 1st proof is free with one adjustment 3) - Changes to your virtual proof after your free adjustment will incur a \$10 fee per item

We make every attempt to accommodate your needs, however excessive changes to your artwork will incur additional charges. your first proof is free with 1 adjustment, every revision after that will be \$10 per change.

REGISTERED TRADEMARKS, LOGOS, COPYRIGHTED MATERIAL - Buyer represents that any likeness (person, product, logo or any other image) being produced is with the knowledge and consent of the entity having the rights thereto. Buyer represents that the use of such images furnished by the Buyer will not infringe on any copyrights, trademarks or other intellectual property rights. Buyer agrees to indemnify and hold harmless Lord & Mitchell, Inc., its shareholders, officers, directors, employees and agents from any costs and damages from any claim of infringement and/or any loss, damage or injury which Lord & Mitchell, Inc. may suffer as a result of producing said likeness. The obligation of the Buyer shall extend to payment of all legal fees and other out-of-pocket costs incurred by Lord & Mitchell, Inc. as a result of the reproduction of the likeness, images requested by the Buyer.

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INTERNATIONAL SHIPPING OF RETAIL BRANDS

Lord & Mitchell is prohibited to export certain retail brands outside of the United States (see below). Orders must be sent to a US address. Lord & Mitchell is unable to tell the end user what they can do with the product once delivered to their US address.

If your company/organization decides to export the product (ship outside of the US) you do so at your own risk and Lord & Mitchell, our distributor or the specific retail brand will not be able to assist if the product gets held by customs.

Additionally, Lord & Mitchell will not be able to provide any information such as HTS codes to assist with the exportation process.

Lord & Mitchell is unable to speak to any custom restrictions and your company/organization would want to speak to a licensed freight forwarder.

RETAIL BRANDS: The North Face, Alternative Apparel, New Era, Nike, Eddie Bauer, Brooks Brothers, Tommy Bahama, CID, TravisMatthew, Cotopaxi, OGIO, Champion, Bulwark, Red House, Red Kap, Carhartt, and others (please inquire if not on this list).