

## **Terms and Conditions – Digital Decorations**

### **Acceptance:**

By placing an order for products and/or services with Digital Decorations LLC., you, the customer, agree to be legally bound by these terms and conditions. Any diverging terms and conditions shall not apply unless we have expressly agreed to them in writing.

### **Quotations:**

Prices quoted are based on the cost of labor and materials as of the date of the quotation and on the volume indicated. Digital Decorations reserves the right to adjust prices to reflect (i) any subsequent change(s) in costs of labor and/or materials affecting production costs of the goods/items sold hereunder, and (ii) smaller volumes than otherwise indicated.

All quotations will lapse after 6 weeks if not accepted during this time frame. The acceptance of a quotation will be confirmed only after the customer has completed and submitted a purchase order.

All purchase orders are subject to acceptance at the sole discretion of Digital Decorations and Digital Decorations reserves the right to reject any purchase order for any reason.

### **Pricing:**

All prices are net prices and quoted in US-Dollar, unless specified otherwise and are based on crate or box packing for domestic shipment.

Prices quoted are ex works and do not include insurance, sales, use or similar taxes, license fees, customs fees, duties and other charges related thereto, shipping costs unless itemized in quote. All of which will be the sole responsibility of the customer.

### **Terms of Payment:**

All final payments for printed film as specified in order confirmation are due within 30 days after invoice date without any deductions.

All printed products shall remain property of Digital Decorations until they are paid in full. Digital Decorations reserves the right to charge 2% per week on invoices dated more than 30 days.

### **Complaints, Refunds & Credits:**

All complaints must be reported to Digital Decorations in writing within 10 business days from the date of delivery or pick up of the finished printed film. Digital Decorations will

investigate and respond to the complaint which may or may not result in a refund or credit depending on the findings of the investigation as determined solely by Digital Decorations.

Refunds and credits are provided at Digital Decorations' sole discretion and will only be considered if the printed product is returned unaltered to Digital Decorations within 7 business days after the date notifying Digital Decorations of the complaint as described above.

**Artwork and Data:**

Digital Decorations requires that the customer's artwork and/or printing data will be submitted "printer ready" in regard to colors, format, content and all other settings. Failure to comply with these standards may result in additional charges for which customer shall be responsible.

**Proofing, Color Matching & Print Quality:**

All reasonable efforts shall be made to obtain the best possible color reproduction on the printed film based on the 4 color (CMYK) print process. It is understood and accepted as reasonable that Digital Decorations shall not be required to guarantee an exact match in color or texture between the customer's photograph, transparency, proof, electronic graphics file, previously printed matter or any other materials supplied by the customer and the customer's final decorated product. It is also understood that the transfer machine settings and the article's color can influence the final optical appearance.

**Shipping and Delivery:**

Any period or date for delivery of goods or provision of services is intended as an estimate only and is not a contractual commitment. While Digital Decorations will make every effort to meet its estimated delivery times, under no circumstances will Digital Decorations be liable for any costs or damages resulting from delay.

Digital Decorations will deliver products according to the customer's instructions. If no instructions are given, the shipment will be done by courier service. All products will be shipped FOB Digital Decorations facility, Salisbury, MA. Risk of damage or loss is the customer's responsibility after delivery by Digital Decorations to a carrier for shipment.

Delays and damages during the shipping process are the sole responsibility of the carrier providing the delivery services. Digital Decorations is not responsible for delays or damages caused during shipping.

All courier and shipping costs are deemed and will be invoiced separately unless the costs are specified and included in the actual pricing supplied for this order.

**Cancellation:**

Orders shall not be canceled except upon terms which compensate Digital Decorations for all expenses incurred and otherwise protect Digital Decorations against loss.

**Industrial property rights:**

The customer is obliged to respect the trademarks, brands, or any other national or international property rights of Digital Decorations, our suppliers or any other third party by using or selling the products of Digital Decorations.

The customer ensures that he has all exploitation rights or the right to use of the artwork, images, logos, sketches, etc. provided by him.

By disregarding the above mentioned obligations the customer indemnifies Digital Decorations from any liabilities against third party claims caused by the disregard.

**Liability:**

Notwithstanding anything to the contrary contained herein or elsewhere and subject to the provisions, Digital Decoration's responsibility for losses or liabilities arising out of, in connection with, or related to the goods/items covered hereunder and any contract of sale entered into pursuant hereto shall not exceed the purchase price of such goods/items. Digital Decoration's obligation with regard to defective goods/items shall be limited to replacement of such good/item or issuance of a credit therefor. In no event shall Digital Decorations be liable for any special, indirect, incidental or consequential damages of any character, whether suffered by customer or a third party relating to the subject of this quotation or accepted purchase order, including without limitation, claims for property damages, personal injury, or loss of use or loss of profits. Except when otherwise specifically provided in writing from Digital Decorations to customer, Digital Decorations makes no warranties with respect to the goods/items covered hereunder, and customer expressly disclaims any and all warranties, express, statutory or implied, including those of merchantability and of fitness for any particular purpose.

Digital Decorations shall be indemnified by the customer in respect to any claims, costs and/or expenses arising from or out of any illegal or libelous matter or any infringement of copyright, patent or design.

**Force Majeure:**

Digital Decorations shall not be liable for any losses or damages, and shall be excused from any delay or failure in performance hereunder, caused by any labor dispute or disturbances, governmental order or requirements, acts of God, casualty, disaster, inability to secure materials and transportation facilities, wars and other civil disturbances, and other circumstances beyond its control including the failure of its supplier(s) and/or subcontractors to perform.

**Legality:**

In the case of legal invalidity of one or multiple of the provisions, this shall not influence the validity of the others. The partially or fully invalid provision shall then be replaced by a legally valid one that comes as close as possible to the economic intention expressed by the invalid provision. Same shall be done for omissions.

**Confidentiality:**

The customer shall not without the written consent of Digital Decorations pass documents, knowledge and information, samples, tools, drawings or any item other than the sold product – irrespective on the data medium – to third parties or use such information for purposes other than for the purpose of decorating.

**Governing Law and Jurisdiction:**

These terms and conditions shall be governed by and construed in accordance with the internal laws in the Commonwealth of Massachusetts without regard to the conflicts of law principles thereof.

Year 2014