



## TERMS AND CONDITIONS

We thank you for your business. We pride ourselves on providing you with unique apparel, promotional products, and services.

The information noted here applies to advertising products and apparel only. Suppose receiving Professional Services, including but not exclusive to development of marketing plans, e-marketing, marketing, advertising campaigns, graphic design, public relations, direct mail development, market research, or desktop publishing. Other Terms and Conditions apply. Contact your account representative for further information. Because Big Spirit, Inc. provides a wide range of services, we may ask you to review and accept supplemental terms that apply to the products or services you receive. Upon agreeing to work with Big Spirit Promo (a division of Big Spirit, Inc), you fully agree to be governed by our terms and conditions.

These Terms and Conditions may NOT be altered, supplemented, or amended by using other documents unless otherwise agreed in a written agreement signed by both you and Big Spirit Promo (a division of Big Spirit, Inc). If you do not receive an invoice or order acknowledgment regarding your purchase, please contact your sales representative, and they can assist you in assuring that you obtain a copy.

**Inventory and Selection Availability:** Item availability and inventory levels fluctuate and are not guaranteed. Upon placing your order, some items listed may be phased out or discontinued by the manufacturer. Upon placing your order, item(s) availability and inventory will be confirmed.

**Pricing:** The pricing quoted is good for 5 business days from the date it is provided to the customer (Pricing on electronic items may change on a shorter timeline). Order changes may affect applicable charges (increasing or decreasing final cost). Please note any additional charges mentioned under "Additional Charges." Quotes do not include possible applicable shipping and handling charges or taxes.

**Payment Terms:** Payment must be made at the time of purchase. **All orders require pre-payment (shipping or additional charges applicable to the order may be billed separately after pre-payment upon final shipping).** Payment terms may be made available upon request, review, and approval. Payment is accepted via cash, check, and credit card. We accept most credit and debit cards.

All shipments inside the United States will be subject to the sales tax at the point of delivery unless a valid reseller certificate or current tax exemption certificate is provided in advance. Applicable taxes will be invoiced regardless of whether they are reflected in the quote.

**Order Release:** Once payment has been received, processed, and payment confirmed/ cleared. Orders will then be released to production unless you have credit terms established in writing with us.

**Art and Design Fees:** Artwork must be camera-ready supplied in vector format (.ai or .eps). Any needed or requested updates to your artwork or design services start at \$75/hr. 1 hr. minimum will be charged for all requests.

Release of vector art or other files created or updated by Big Spirit Promo (a division of Big Spirit, Inc) begin at \$85.00. This charge is in addition to any applicable costs related to the file's creation and or update.

### **Art Requirements:**

- Acceptable files must be in vector format: .ai or .eps with text in outlines (text not created to outline may not open properly). Art that is not vectored or correctly set is subject to redraw/art fees.
- Unusable print file types: .pdf, .gif, .png or .tiff
- Resolution: 300 dpi or better (600 dpi is optimal)
- PMS Color Match: We will match all print colors as close as possible to your branded artwork. If it's critical, colors are exact PMS matches. Please provide those PMS #s. Additional cost for PMS matching (if available) may apply.

**Placing Order:** The following necessary information is required to process your orders faster and more accurately. Missing information and delay in responses may extend the completion time of your order. Big Spirit, Inc. must receive a signed order approval before the order can proceed to production.

<b>CUSTOMER DETAILS</b>	<b>PRODUCT INFORMATION</b>	<b>SHIPPING INFORMATION</b>	<b>DECORATION DETAILS</b>
✓ Company/Customer Name	✓ Brand	✓ Shipping Address	✓ Decoration Method
✓ Contact	✓ Style/Item Numbers	✓ Shipping Method	✓ Imprint Colors
✓ Billing Address	✓ Quantity Breakdown	✓ Requested In-Hand Date	✓ Imprint Location Details
✓ Phone Number	✓ Product Colors		✓ Imprint Size
✓ Email Address	✓ Total Product Quantities		✓ Necessary Art Files
✓ Purchase Order Number			

----- **PROOF & PRODUCTION POLICY PLEASE SEE BELOW**-----

We are happy to provide one proof when your order is placed and goes into processing. **A proof will not be provided without request.** The proof represents a digital version of the intended final visual product. The proof does not guarantee the final printed products or color results. Slight variations in product material, print color, and or quality may result ex. smaller lettering may fill in.

We do not do proof work on spec or provide proofs with estimates. Any requested proofs may incur a charge accordingly at a minimum of \$20.00 per proof depending on the product and may delay your order's production. **PROOFREAD THE JOB CAREFULLY AND NOTE ALL APPLICABLE DETAILS.** The final examination for accuracy is your responsibility. **UPON SIGNING THE PROOF, YOU TAKE FULL RESPONSIBILITY FOR ANY ERRORS OTHER THAN THOSE MARKED UPON THE PROOF.** Revisions requested after we receive your Approval will result in additional charges.

**Important: Proofs DO NOT GUARANTEE the final product's print, color, or placement. Slight variations in the product materials, print color, and or quality may result ex. small lettering may fill in.**

**Virtual Mock-Up and Art-Proof:**

*\*With your order:*

- We encourage you to request an "art-proof" for Approval before production.
- A virtual mockup can be requested before placing an order. This is different than an art-proof but can give you a general idea of size and placement.
- There may be a nominal cost for mockups and art proofs. Talk with your rep.
- Once an order is submitted, we will send an art-proof upon request for Approval, and this will show the exact size and placement of the art.
- Without Approval for the art-proof, the order will not be moved into production.
- **Disclaimer:** The proof represents a digital version of the intended final visual product. **IT DOES NOT GUARANTEE the final product print, color, size, or placement.** Slight variations in the product materials, print color, and or quality may result in ex. Small lettering may fill in. To further understand the variations read "Why Colors Look Different on a lighted Screen vs. When Printed" - <https://www.huckleberrybranding.com/why-colors-look-different-on-screen-vs-when-printed/>

**Spec Pre-Production Samples**

When your brand colors are critical, consider having a pre-production Spec sample made: An actual physical sample of the finished product before it goes to full production. Why consider? Slight variations can occur in finished products due to, but not limited to, product materials, print inks, printing equipment and processes (CMYK vs. RGB we see on our computer screens), finishing process. Ask for availability and costs.

**Order Cancellations:** Orders cannot be canceled once art approval has been received and production begins. All cancellations must be in writing; a charge of the greater of \$50 or 30% of the order will apply plus any other cost incurred.

**Over/Under Runs:** Order quantities may fluctuate +/- 5%. Exact quantity requests: Start at \$40.00(v) fee.

**Spoilage:** Please allow for 3% spoilage.

**Sample Requests:** Big Spirit Promo (a division of Big Spirit, Inc) is proud to be your promotional products supplier. It is essential we provide you with the perfect products that meet your needs. Samples may be available upon request. Sample quantities are limited to one selection of each item, per shipping location. All samples are non-refundable. Base on the price point, some items may be available complimentary. Other samples may be available for purchase at first column pricing plus 10%. All applicable sample shipping expenses will be the responsibility of the requesting party. Relevant sample expenses will be billed upon the customer, placing a final order. If an order is not received within 30 days of receiving the sample, a separate bill will be provided and payable to Big Spirit, Inc.

**Trademarks:** The customer accepts full responsibility for claims or litigation arising from alleged infringements of patents or copyright on any requested design or copy.

## **RETURN & EXCHANGE POLICY**

Limited returns are available on non-customized items. **Except for manufacturing defects, we are unable to accept returns on personalized/custom imprinted promotional items. Please check your order for manufacturer defects immediately upon arrival, as there are no returns after 48 hours from receipt of the order.**

**IMPORTANT: Big Spirit DOES NOT GUARANTEE an exact and consistent replication of a product(s) and branding in an order. Slight variations in product materials, craftsmanship, color, print placement, and quality may occur. Accept your order with a signature on a quote, sales order, order acknowledgment, or other document referencing your order. You accept the full order as is without question or refund. Exceptions apply. See below.**

The items must meet the following requirements:

1. Item must be returned within 48 hours of delivery.
2. Items must have been directly purchased from Big Spirit, Inc. only (not through third parties).
3. Items must be unused, unworn, and unwashed.
4. Items must have all original tags and labels attached to the article.
5. All printed products (books, calendars, posters, etc.) and all other items must be unopened and in the original packaging.
6. Items should be returned in their original packaging.
7. Refunds will be given as merchandise credit, exchange, or credit to the original payment method.
8. You will need to have your original ORDER NUMBER on your receipt when you call.
9. Restocking fees on some items may apply.

To return a defective product or to apply for a product exchange:

1. The customer **MUST** call a Return Merchandise Authorization (RMA) number and receive Approval before returning any merchandise
2. The customer is responsible for any return shipment costs.
3. The RMA number **MUST** be visible on the shipping label of the returned item.
4. On items deemed defective, or there was an error made by us on your original order, Big Spirit, Inc. will arrange for shipping back to our company on our account.
5. We are not responsible for lost or stolen merchandise. All used or missing items from the original order will be null and void from returns, exchanges, or refunds.
6. Any costs associated with reprocessing items because of the customer's incorrect information will be the customer's sole responsibility.
7. It is in our sole and absolute discretion whether the defective product will be replaced or repaired.
8. "Even exchange" items will be sent only after the returned items are received.

**Nonrefundable:** Electronic media (DVDs, CDs, mp3, and other downloadable files): Owing to piracy issues, electronic media cannot be returned for reimbursement.

## **APPAREL ORDERS**

**Required Order Information:** Order approvals are created and emailed to the customer at the order entry stage of the process (not applicable for reorders unless requested). Big Spirit Promo (a division of Big Spirit, Inc) must receive a signed order approval before the order can proceed to production. Custom orders will not begin processing until payment has been received or appropriate terms have been acquired.

**Imprint Sizing:** The imprint size will be noted on the design mockup. Customer specified print sizes must meet our imprint guidelines. Designs will be sized for the smallest sized garment within an order. Ex. An order contains both youth and adult-sized garments that are to receive the same imprint. The imprints will be sized for the smallest youth-sized garment unless the customer approves runoff.

**Imprint Location:** The imprint placement will be specified on your mockup. The location definitions are listed on our imprint guidelines. The precise location may slightly differ in each garment.

**Order Revisions:** Order revisions are generally not accepted once an order is approved. Ex: A day after you place your order, you decide you would like to change designs, garment colors, garment quantities, or garment sizes. If management accepts your change order, your scheduled due date will also change, and you may incur extra charges. These charges may include but are not limited to shipping, art, embroidery digitizing, and general processing.

**Cancellations:** Orders cannot be canceled once art approval has been received and production begins. Cancellations of approved orders will be subject to any fees incurred in processing your order. Rush orders may not be canceled. All cancellations must be made by written request.

**Returns/Refunds:** Defective or misprinted items may be returned for a full refund within 48 hours from receiving them. This does not include defective or misprinted items supplied by customers. All returns and refunds must be approved by management. Items must be unused, unworn, and unwashed. Items must have all original tags and labels attached to the article.

Due to the many chemicals, processes, and equipment used to clean and care for garments. Once a product is washed, any color changes, fits, material appearance, durability, and longevity becomes the customer's sole ownership. Garments become nonrefundable.

**Spoilage:** Big Spirit Inc. will not be held responsible for spoilage up to 3%. Imprints on defective items supplied by customers will be billed. Extra production time will be needed in the event we need to replace any items. Big Spirit Inc. will not be responsible for damages such as profit loss on spoiled or defective products. We cannot replace customer-supplied items from vendors that we do not do have accounts with. Ex: Retail Stores. Any customer supplied items such as these are provided at the customer's own risk. We highly encourage our customers to purchase products from us. In the event your orders require exact quantities, we encourage you to buy extra pieces.

**WHEN YOUR RETURN HAS BEEN RECEIVED AND PROCESSED, WE WILL CREDIT FOR THE AMOUNT OF THE RETURN, LESS A 20% RE-STOCKING FEE, SHIPPING AND HANDLING, AND ANY APPLICABLE TARIFFS, TAXES, OR FEES. PLEASE ALLOW 2 BILLING CYCLES FOR THE REFUND CREDIT TO APPEAR ON YOUR STATEMENT.**

**SEVERABILITY CLAUSE-** If any provision of this agreement or the application of any of its conditions to any party or circumstance is held invalid or unenforceable, the remainder of this agreement and the application of those provisions the other parties or events will remain valid and in full force and effect.

IN NO EVENT WILL BIG SPIRIT PROMO OR BIG SPIRIT, INC BE LIABLE TO YOU, SUBSIDIARIES, AFFILIATES OR ENTITIES FOR ANY LOST PROFITS, LOST SAVINGS OR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF YOUR USE OR INABILITY TO USE THE PRODUCT OR THE BREACH OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE DAMAGES WERE FORESEEABLE.

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT ANY TIME AND WITHOUT NOTICE. PLEASE VISIT THIS INFORMATION WITH EVERY ORDER TO CONFIRM CURRENT APPLICABLE INFORMATION.