



## TERMS AND CONDITIONS

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

Information noted here is applicable to advertising products and apparel only. If receiving Professional Services, including but not exclusive to development of marketing plans, e-marketing, marketing, and 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 service 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 the use of other document(s) 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 acknowledgement in regard to 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 is not guaranteed. Some items listed, upon the date of placing your order, may be being phased out and or discontinued by a manufacture. Upon placing your order, item 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 noted under "Additional Charges." Quotes do not include possible applicable shipping and handling charges or taxes.

**Payment Terms – Quotes and Invoices:** Payment terms are within Big Spirit Promo (a division of Big Spirit, Inc),. sole discretion and unless otherwise agreed to by Big Spirit Promo (a division of Big Spirit, Inc), payment must be made at the time of purchase. **All orders require pre-payment (excluding shipping or additional charges made to the order after pre-payment. These charges will be billed upon final shipping).** Payment terms are available upon request and approval. Payment is accepted via cash, check, and credit card. We accept most credit and debit cards.

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

**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 is in addition to any applicable costs related to the file's creation and or update.

**Placing Order:** The following necessary information is required for us 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.

### CUSTOMER DETAILS

- ✓ Company/Customer Name
- ✓ Contact
- ✓ Billing Address
- ✓ Phone Number
- ✓ Email Address
- ✓ Purchase Order Number

### PRODUCT INFORMATION

- ✓ Brand
- ✓ Style/Item Numbers
- ✓ Quantity Breakdown
- ✓ Product Colors
- ✓ Total Product Quantities

### SHIPPING INFORMATION

- ✓ Shipping Address
- ✓ Shipping Method
- ✓ Requested In-Hand Date

### DECORATION DETAILS

- ✓ Decoration Method
- ✓ Imprint Colors
- ✓ Imprint Location Details
- ✓ Imprint Size
- ✓ Necessary Art Files

----- **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 products printed 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 charged accordingly at a minimum of \$20.00 per proof depending on product and may delay the production of your order. **PROOFREAD THE JOB CAREFULLY AND NOTE ALL APPLICABLE DETAILS.** 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.

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

**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 important we provide you with the perfect products that meet your needs. Samples may be available upon requested. Sample quantities are limited to one selection of each item, per shipping location. All samples are non-refundable. Base on price point, some items may be available complementary. 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. Applicable sample expenses will be billed upon customer placing a final order. If a primary order is not received within 30 days of receiving 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 in the case of manufacturing defects, we are unable to accept returns on personalized/custom imprinted promotional items. Please check your order for defects immediately upon arrival, as there are absolutely no returns after 48 hours from receipt of order.**

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 item.
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 prior to returning any merchandise
2. The customer is responsible for return shipment.
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 of items, because of incorrect information provided by customer will be the sole responsibility of the customer.
7. It is in our sole and absolute discretion as to whether the defective product will be replaced or repaired.
8. "Even exchange" items will be sent only after the returned items are received.

**Non-Refundable:** 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 customer approves runoff.

**Imprint Location:** The imprint placement will be specified on your mockup. The location definitions are listed on our imprint guidelines. Precise location will slightly differ on 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. In the event 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 have 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 cancelled. 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. Ex: Customers garment has a stain from garment factory on it. 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 item.

**Spoilage:** Big Spirit Inc. will not be held responsible for spoilage up to 3%. Imprints on flawed 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 defected 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 supplied at the customers own risk. We highly encourage our customers to purchase products from us. In the event your orders require exact quantities we encourage you to purchase 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 provisions to any party or circumstance is held invalid or unenforceable, the remainder of this agreement and the application of those provisions to the other parties or circumstances, 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.