

Eco Promotional Products ordering terms and conditions

Website Terms & Conditions:

Your use of Eco Promotional Products, Inc. website ("Site") is governed by the policies, terms, and conditions set forth below. Please read the following information carefully. By using this Site or submitting an order for products or services, you indicate your acceptance of, and agreement to be bound by, the terms and conditions set forth below. If you do not agree to these terms and conditions, please do not use this Site and please do not submit any orders for products or services.

Eco Promotional Products, Inc. may change these terms and conditions, without notice, in the future. It is your responsibility as a user to periodically return to this page to review the terms and conditions for amendments. The amended terms shall take effect automatically the day they are posted on the site. Your continued use of the Eco Promotional Products, Inc. website following any amendments will constitute agreement to such amendments.

Purchase Payment Options:

Eco Promotional Products, Inc. accepts VISA, MasterCard, Discover Card, personal checks, company checks, money orders, cashiers checks, wire transfers, and company purchase orders with approved credit. Please contact a Customer Service Representative for credit approval, 1-877-326-9467. We do not charge your credit card until your order has shipped. Credit card orders shipped to a location other than your billing address may require additional verification. Sales tax is collected only on shipments to Illinois and California. All prices on the Eco Promotional Products, Inc. site are quoted in U.S. currency and all orders must be transacted in the same.

Pricing & Availability:

Because of the fast-moving nature of the Promotional Products Industry, prices and availability are subject to change without notice. If a product is not in stock when you place your order (for example, not yet available or sold out), we will do our best to let you know and to let you know when we anticipate the product will be available. Anticipated delivery dates are dependent upon vendor supplies and other factors and are subject to change.

Making Purchases:

If you wish to make purchases of products or services described on the Site, you will be asked to supply certain information, including but not limited to credit card or other payment information. You agree that all information that you provide to Eco Promotional Products, Inc. will be accurate, complete and current. You agree to pay all charges incurred by authorized users of your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes, and shipping, handling, and processing charges relating to your purchases.

User Material Furnished by You:

By furnishing User Material to Eco Promotional Products, Inc., (i) you grant to us a non-exclusive license (with the right to sublicense to our suppliers and our fulfillment partners) to use and reproduce such User Material to make custom products in fulfillment of your order(s) with Eco Promotional Products, Inc.; (ii) you represent and warrant that you own and control all rights in and to such User Material and have the legal right and authority to grant the aforementioned license to us; and (iii) you agree to defend, indemnify and hold Eco Promotional Products, Inc. and our officers, directors, employees, independent contractors, suppliers, and fulfillment partners harmless, in the event any



User Material furnished by you infringes upon, violates or misappropriates any property, personal or proprietary right of any person or entity.

Artwork Requirements:

Eco Promotional Products, Inc. requires the following file types for these decorating methods:

Screen Printing:

Adobe Illustrator vector artwork is required. Please save as an EPS or AI file. Be sure to convert all text to outlines.

Vectorizing:

Should your artwork require vectorizing, Eco Promotional Products, Inc. offers this service at rate of approximately \$20.00 for an average logo design. Actual cost will be quoted upon request.

Note:

Microsoft Office programs (Microsoft Word, Microsoft Power Point, Excel, etc.) are not graphics programs and will not be recognized through art acceptance process.

Embroidery:

For already digitized files, we require Tajima DST files. If digitizing services are required, please send in art in the acceptable file formats listed below for the other methods. There is a 1-time charge of \$10.00 per 1,000 stitches for creating a custom digitized file.

Adobe Illustrator vector artwork is required. Please save as an EPS or AI file. Be sure to convert all text to outlines.

Pre-Production Artwork Approval:

With the placement of each new order Eco Promotional Products, Inc. provides an email artwork proof to each customer at no charge, prior to production of his or her order. For this free service, it is up to the customer to review the proof carefully for all artwork, spelling, logo and copy positioning, imprint color, etc. errors. Once the customer has approved the email proof, any errors in the printing or embroidery of an order, previously shown on the email proof, and approved by the customer become the sole responsibility and property of the customer.

Defective Merchandise Returns:

Eco Promotional Products, Inc. stands behind all merchandise it sells. Defective returns will be accepted for exchange or repair, at our discretion, within 30 days from the shipment date. No refunds or credit will be granted after 30 days.

Unauthorized or Refused Returns:

Eco Promotional Products, Inc. will not accept unauthorized returns or exchanges. Packages without a Return Authorization Number will be refused upon return to our facilities. Additional charges may apply if the merchandise is not returned in 100% complete condition in the original packaging. To complete a return, you must call an Eco Promotional Products, Inc. Customer Service Representative to obtain a Return Authorization (RA) number before returning your product to Eco Promotional Products, Inc. Please have the following information ready when calling for an RA number: Customer name, order number, item number and the reason for return.





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Typographic, Photographic & Technical Errors:

Although we do our best to achieve 100% accuracy, occasionally errors & inaccuracies beyond our control do occur. Should you encounter an error or inaccuracy, please inform us so it can be corrected. Products & packaging depicted may differ from stock available at time of shipment. We reserve the right to substitute equivalent items.

Limitations on Liability and Warranty Disclaimer:

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Disputes:

Any claims against Eco Promotional Products, Inc. relating in any way to your purchases from Eco Promotional Products, Inc. shall be submitted to confidential arbitration in Lake County, Illinois. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. In any such arbitration, the parties shall be responsible for their own costs, expenses and attorney's fees. In the event that this arbitration provision is unenforceable, any litigation regarding this agreement or any transaction between the customer and Eco Promotional Products, Inc. shall be brought in the state or federal courts located in Lake County, Illinois and the customer hereby agrees and submits to such jurisdiction and venue as exclusive and proper.

Governing Law:

Transactions between you and Eco Promotional Products, Inc. and any disputes arising between you and Eco Promotional Products, Inc. related to any interaction between you and Eco Promotional Products, Inc., including but not limited to claims relating to the content of its website and flyers, shall be governed by and construed in accordance

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with the laws of the State of Illinois without regard to the laws regarding conflicts of law. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Title and Risk of Loss:

Title to items being purchased passes from Eco Promotional Products, Inc. to purchaser at the time of shipping. Customer takes on full liability for safety and validity of the delivery address given to Eco Promotional Products, Inc. at the time of purchase. Eco Promotional Products, Inc. will not incur any forwarding costs on shipments. Eco Promotional Products, Inc. shall not be responsible for damages or delays resulting from Acts of God, war, riot, seizure, terrorist activities, embargo or other acts or events outside of the reasonable control of Eco Promotional Products, Inc.

Return Requests:

No product may be returned for any reason other than manufacture defect. No return will be accepted without a Return Authorization (RA) number. To request a RA number, please contact an Eco Promotional Products, Inc. Customer Service Representative Toll Free at 877- 326-9467. RA numbers are valid for 30 days after issue. Your RA number(s) must appear clearly on the shipping label of the return shipment. Affix a label to the box: PLEASE DO NOT MARK THE BOX ITSELF IN ANY WAY. In the case of any defective product(s) returned, the returned item(s) must be 100% complete, in original condition, with all packaging, manuals, registration card(s), accessories and software. We reserve the right to refuse a return on any product that does not meet these requirements.

Additional Information:

Eco Promotional Products, Inc. policies are subject to change without notice. We do our best to ship all orders as rapidly and accurately as possible. However, Eco Promotional Products, Inc. is not liable for late or delayed shipments or system failures. Title to items being purchased passes from Eco Promotional Products, Inc. to purchaser at the time of shipping. If you purchase items for export, you must obtain from the Federal government certain export documentation. Terms of Eco Promotional Products, Inc. agreements with certain vendors in the website catalog may forbid us from exporting some products. All trademarks and registered trademarks are used to benefit of their respective owners.

Ordering Options:

We accept orders online 24 hours a day, 7 days a week.

Phone Hours:

Sales and Customer Service Representatives can take your call, Monday—Friday, 8:30a.m. - 5:00p.m.

Sales: 877-326-9467

Customer Service Online: sales@ecopromotionsonline.com

General Comments: info@ecopromotionsonline.com

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If an item's correct price is higher than our stated price, we will cancel your order and notify you of the price error and order cancellation. You will, of course, have an opportunity to purchase the item at the correct price.

While we make every attempt to verify prices before charging your credit card, Eco Promotional Products, Inc. shall have the right to refuse or cancel any orders placed on inaccurately priced product whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Eco Promotional Products, Inc. shall immediately issue a credit to your credit card account in the amount of the incorrect price.

Order Acceptance Policy:

The advertisement of any product on this site does not constitute an offer to sell. Your order or your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Eco Promotional Products, Inc. reserves the right at any time after receipt of your order to accept or decline your order. Eco Promotional Products, Inc. reserves the right at any time after receipt of your order, without prior notice to you, to ship up to 10% less than the quantity you ordered or 10% more than the quantity you ordered of any item in accordance with our order limitation policy.

All orders placed must obtain pre-approval with an acceptable method of payment, as established by our credit department. We may require additional verifications or information before accepting any order.



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Governing Law:

Transactions between you and Eco Promotional Products, Inc. shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the laws regarding conflicts of law. Any litigation regarding this agreement or any transaction between customer and Eco Promotional Products, Inc. shall be brought in the state or federal courts located in Lake County, Illinois and the customer hereby agrees and submits to such jurisdiction and venue as proper.

Miscellaneous: If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This agreement constitutes the entire agreement between the parties relating to the subject matter herein and cannot be modified except in a written agreement signed by both parties. Any heading, caption, or paragraph title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any paragraph or provision hereof.

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