

## TERMS AND CONDITIONS OF SALE

1. Terms and Conditions Apply. All orders placed with and accepted by Decowraps are subject to the following terms and conditions, unless different terms are agreed to in writing and signed by an authorized representative of Decowraps.
2. Order Placement. Our Customer Service Department will take your order (\$500.00 minimum) by mail, phone, fax or email. All orders will require an authorized signature approving prices and freight arrangements, which may be confirmed by fax, mail or email.
3. Payment. All first orders are to be prepaid and payment can be made by check, money order, Visa, MasterCard, or wire transfer. Terms are NET 30, based on INVOICE DATE. A finance charge of 1.5% will be charged on past due amounts at the end of each month. To avoid these charges, your payment must be received on time.
4. Credit. Credit may be available for eligible customers. Please contact Decowraps' Customer Service Department for more information about credit availability and a Credit Application.
5. Delivery. Freight terms are specified at the time orders are placed. Unless otherwise agreed in writing by Decowraps, Decowraps shall have sole discretion in selecting a method of shipment. A projected delivery date will be provided to you at the time you place your order. The projected delivery date is Decowraps' reasonable estimate, based on current and anticipated production and availability of the goods ordered. Decowraps shall not be liable for damage or for delay in delivery arising from causes beyond its control and without its fault or negligence including, but not limited to, acts of God, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays, and severe weather.
6. Cancellation. You may cancel your order within 72 hours of order placement for a full refund of any deposit. No refund shall be given after the 72 hour period, and you will be responsible for any and all remaining balance.
7. Returns. No credit or returns will be accepted without Decowraps' prior authorization. Authorized returns are subject to a 25% restocking fee.
8. Back Orders. Decowraps makes every effort to ship orders completely. However, we will ship back orders of \$50 or more, unless notified otherwise.
9. Custom orders. Due to the process of manufacturing items to custom specifications, overruns or underruns, of not more than 10% will occur. These will be deemed acceptable and billed on a pro-rata basis. Custom order quotes shall not be accepted as orders until acceptance thereof by Decowraps and such acceptance may be either by notification to customer or by our commencement of work on the merchandise ordered. Proofs are generated on a digital laser printer. It is a 4-color printer which simulates pantone colors. It is not an indicative of the print color or quality of printed product.
10. Identification – Risk of Loss. Identification of the goods under Section 2-501 of the Uniform Commercial Code shall occur at the moment you place your order. Risk of loss of the goods

shall pass to you, the buyer, when Decowraps delivers the goods, or any portion of the goods, to the carrier.

11. Disclaimer of Express Warranties. Decowraps warrants that the goods are as described on the order confirmation, but no other express warranty is made in respect to the goods. If any sample was shown to the buyer, the sample was used merely to illustrate the general type and quality of the goods and not as a representation that the goods would necessarily conform to the sample.
12. Disclaimer of Implied Warranties. THE GOODS SOLD TO YOU ARE PURCHASED BY YOU "AS IS" AND DECOWRAPS DOES NOT WARRANTY THAT THE GOODS ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE.
13. Limitation of Liability. Under no circumstances shall Decowraps be liable for any incidental, consequential, punitive, reliance, delay or special damages, or in connection with the use of, or inability to use, the goods for any purpose whatsoever.
14. Right of Inspection. You have the right to inspect the goods at the time and place of delivery. If there are any problems with your order, including damage, price discrepancies, or shortage, you must contact Decowraps' Customer Service Department or your Sales Representative within
  - a. three (3) business days from receipt of the goods for count discrepancies or shortages
  - b. 10 (10) business days from receipt of the goods for quality and/or damage issuesYour failure to notify Decowraps within the inspection time period shall be deemed a waiver of a claim for defective products, a waiver of the right to reject the goods, and conclusive proof that you received the goods without defect(s).
15. Sizes. All size references are approximations, and, depending upon the product ordered, actual sizes may vary.
16. Applicable Law, Exclusive Jurisdiction, Venue, and Removal. All disputes and matters arising under, in connection with, or incidental to your order shall be litigated, if at all, in and before the Circuit Court located in Miami-Dade County, Florida, to the exclusion of other courts of other states, the United States, or countries and to the exclusion of other venues. By placing your order with Decowraps, YOU EXPRESSLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THIS COURT and agree that this venue is convenient and will not seek a change of venue or a dismissal of the action on the grounds of forum non conveniens, and will not remove any litigation from that court to a federal court.
17. Default Remedies. In the event you fail to pay as agreed, Decowraps will be entitled to reimbursement of its attorneys' fees and costs related to any and all collection efforts.