

Agreement on Custom/Personalized Order

Please acknowledge that you have read and agreed to the following terms for custom or personalized order. We must have your signature before an order can be processed and go into production.

Please fax back to 781-570-4134 after you sign and date.

Perishable Items / Customized / Personalized Products and Autographed Collectibles

All sales are final for these items when a purchase order is placed. A custom order or, in other words, a made-to-order by a customer cannot be cancelled once placed. These items cannot be returned. The delivery time estimate is not a guarantee due to the nature of custom production. A cancellation request, however, may be considered if substantial delay has occurred and if a custom production has not yet begun. When you place a custom order, please plan ahead to leave sufficient time for production and delivery, because a rush order that does not allow any margin for error could make a deadline difficult to meet. Once production has begun, substantial expenses by the vendor would have already incurred and a cancellation "at will" or due to "buyer remorse" by a customer could render significant losses to the vendor who has invested in the custom production process. It is the vendor's responsibility, on the other hand, to keep a customer informed if substantial delay in production can be foreseen and to make every effort to deliver in a timely manner.

Sample Approval Process for Custom Order

Production for a custom order usually involves a sample approval procedure. For custom order with logo or other form of artwork provided by a customer, a physical or digital sample depending on the complexity and cost of sample production will be provided to the customer for approval. It is a customer's responsibility to thoroughly inspect or test the sample before its approval. If a digital sample is considered adequate by a customer, a physical sample may not be required. Once the sample is approved by a customer, either in writing or verbally, then the vendor shall not be held liable for dispute about any perceived difference in color, material, quality, or other aspects in specifications which may be subjective and not objective, so long as the final delivered goods are consistent with the approved sample and are reasonably accurate duplicate of the approved sample. In case a customer waives this sample approval procedure to avoid delay in a rush order, the vendor shall not be held liable for potential dispute on any perceived discrepancy when a custom order is delivered.

Copyright or Trademark Material

A customer who places a custom order must be responsible for proper use of the copyright or trademark of a logo used in custom production. It is not a vendor's responsibility to verify ownership of copyright or trademark of a logo when a custom order is placed according to a customer's specifications. In case custom ordered products are seized due to copyright or trademark infringement by customs authorities of a country into which a customer imports, a vendor who simply completes the production process shall not be held liable. The importer shall assume all liabilities as a result of copyright or trademark infringement. The same policy applies to domestic custom orders.

If any product custom made for a customer is seized by law enforcement due to suspicion of copyright or trademark infringement, the customer who places such an order is solely responsible for the entire losses. The customer is still responsible for full payment of the placed order even if the products cannot be delivered upon seizure by law enforcement. Upon verification that an item is counterfeit, management may report the facts and circumstances to law enforcement or other designated authority, and will dispose it as instructed.

I agree.

Customer name: _____ (PRINT)

Signature: _____

Date: ____/____/____