

TERMS & CONDITIONS

First Time Orders

First time orders must be paid for at time of order. Production may NOT BEGIN and delivery will NOT be made until invoice is paid in full. We may grate **Due Upon Receipt** of invoice which means invoice may be paid at the time invoices is received. We will commence production but invoice is due when received.

Net 30-Day Payment

We also may grant "Net 30-Day" payment terms after reviewing your completed credit application. By placing your order under these terms with Smashbox Creative, LLC, you agree to pay reasonable attorney or collection fees incurred for the collection of any past due balances on your account. If you are granted payment terms, you agree that if you are late paying your invoice, a 1.5% finance charge or the maximum charge permitted by law may be assessed against all accounts with past due balances. You agree to pay all the company's reasonable attorney's fees and all collection agency fees incurred in the collection of any amount owed thereunder and not paid when due

Returned Checks

Any checks returned for insufficient funds that were submitted to Smashbox Creative, LLC for payment of an invoice(s) will result in a \$50 charge to the entity we issued the invoice(s).

Acceptance (APPROVED TO PROCEED)

Your email reply stating "**APPROVED TO PROCEED**" when the Estimate sent via email is a conditional acceptance by Smashbox Creative, LLC of your offer to purchase our goods and your acceptance of our terms and conditions. It may contain terms that differ from or add to those contained in your purchase order, should you have one, and to the extent that this is the case, Smashbox Creative, LLC hereby expressly conditions its acceptance of your offer on Smashbox Creative's assent to the additional or different terms. Your receipt and retention of the goods covered by this invoice shall constitute acceptance of any such additional or different terms. You and Smashbox Creative, LLC agree that any contract hereby entered into has been made and is to be construed to Texas State Law.

Delivery Dates / Shipping

A Guaranteed Delivery Date is the date you will likely receive your order when choosing rush production and/or rush shipping times. The order must be finalized by the cutoff time (Noon Eastern Standard Time.) Fees for rush services will be refunded if an order misses the Guaranteed Delivery Date. **However, merchandise remains subject to the Product Return Policy.** If a Guaranteed Delivery Date is chosen by you for your order, we reserve the right to increase/ decrease either production or delivery times to meet that Guaranteed Delivery Date. Smashbox Creative, LLC attempts to produce and ship all guaranteed orders as quickly as possible to ensure each customer receives their order by that Guaranteed Delivery Date. If production time is shorter or longer than the customer chose, the delivery time will be adjusted accordingly to meet that Guaranteed Delivery Date.

Items containing flammable or hazardous material cannot be shipped using air methods. Due to these limitations, expedited options may not be available. All packages containing these materials will be labelled appropriately to identify the hazard and shipped ground. This will greatly affect transit times for Hawaii, Alaska and other US territories. Smashbox Creative, LLC does not ship to Puerto Rico.

Delivery Delays and Transfer of Ownership Merchandise

Smashbox Creative, LLC will not be held liable for any specific damages or consequential claims that exceed the invoiced value of the merchandise purchased if the merchandise is not delivered on a specified date or is delayed in transit based on circumstances beyond our control. Delivery dates are “estimates” made in conjunction with freight carriers. “Guaranteed” dates are also considered estimates and should not be mistaken for an absolute in hands date. Although, we promise to meet production deadlines, Smashbox Creative, LLC is not responsible for delays due to our shipping carriers. Our products are sold Freight on Board (FOB) and are owned by the purchaser once they are picked up by the shipping company.

Transfer of Ownership of Merchandise

All goods become your property at the time they are accepted by the carrier.

Force Majeur

We cannot be held liable or in breach of contract via force majeure, an event or effect that cannot be reasonably anticipated or controlled, such as an act of God. Results of force majeure may include production or delivery delays. Examples of force majeure, without limitation, include acts of God, criminal acts, worker strikes, health epidemics, lockouts, riots, power failure, water shortage, weather conditions, fire or earthquake.

Over/Unders

Products may be discarded during the manufacturing process that do not meet our factories' high standards. Sometimes extras are produced to ensure enough properly imprinted pieces to fill your order. We invoice for the exact quantity shipped. Usually, the range is between 5 percent under and 5 percent over, but for certain products it can be 10 percent or higher. After your order ships, Smashbox Creative, LLC will adjust your invoice or credit your account or credit card for the exact quantity delivered to you. Especially with wearables, please be sure to order a large enough quantity in case there is an under shipment. This will ensure that you will receive an adequate quantity of products for your needs.

Product Consistency

We cannot guarantee that all products purchased from Smashbox Creative, LLC will be 100 percent consistent in color and material. Minor variations in dye lots, material thickness and finish may occur in the manufacturing process. You understand that by placing your order with Smashbox Creative, LLC, you agree to accept the product with possible minor manufacturing variations.

Product Return Policy

Smashbox Creative, LLC is dedicated to providing high-quality, customized products for you and your event. Although we strive for perfection, we understand that mistakes happen! If we make a mistake, we will review the issue and do our very best to remedy the situation. However, due to the customized nature of our products, Smashbox Creative, LLC cannot accept returns for printed items that pass our production quality standards. ***** Once shipped, orders meeting Smashbox Creative, LLC satisfactory standard are NON-RETURNABLE *****. There may be an opportunity to make changes to the order while still in production, however, applicable fees will be assessed. Once the order has begun printing it cannot be cancelled. Please see Cancellation or Changes to Existing Orders for more details.

We are committed to offering top notch customer service, so please notify us within 48 hours of receipt if there is an issue with your order. We advise opening your merchandise to review its quality if you do not intend to use it right away. After this time, we will be unable to go back to our suppliers for credit. No credits will be issued for returned merchandise without our prior consent.

If you have problems with your order, please send an email detailing the issue with photos and/or video to back up the description.

We cannot accept any returned merchandise after 15 days from the date the invoice was created.

Product Return Policy (Cont.)

Packages that have been returned to sender will be held for 10 calendar days. Reshipment fees will be assessed for delivery.

You may be subject to a reasonable restocking fee for blank products you return. We cannot accept returns of blank table covers, blank lanyards and most blank can coolers because they are custom made. Blank face masks, neck gaiters and hand sanitizer cannot be returned due to the nature of these products.

Claims for merchandise damaged in transit must be handled by the shipping carrier. Smashbox Creative, LLC is held free and harmless from damages of this kind.

We want you to be satisfied with your order and enjoy your shopping experience with us! Please feel free to contact our customer service department, at any time, for clarification of these terms.

Cancellation or Changes to Existing Orders

Once an order has been submitted to production, Smashbox Creative, LLC cannot guarantee that you will have the option to make changes or the ability to cancel your order. Applicable fees will be assessed to process any changes or a cancellation made at this point. Charge amounts depend on the extent of work already completed. We will advise you in writing of any and all costs incurred prior to making changes or cancellations with us. You will be responsible for payment of those charges without dispute.

If you cancel your order with Smashbox Creative, LLC prior to the commencement of production, you will be charged a fee for the work we have completed to place your order into production.

Smashbox Creative always guarantee products will be fulfilled once an order has been approved. Some items contain limited quantities that make completion impossible. In these cases, Smashbox Creative, LLC has the complete discretion to cancel the order and perform a reverse funds transfer. If cancellation occurs, a Smashbox Creative, LLC representative will work with you to provide applicable product alternatives.

Please note: Orders are extremely difficult to change or cancel after you have approved your order

Warranties

We warrant that all merchandise sold to you by Smashbox Creative, LLC is free of any security interest. We do not express or imply any warranties as to the fitness for purpose of the merchandise you purchase from us.

We offer no warranties or representations regarding our websites or their content, or any product or service provided by or offered through our websites. Our websites and all content found within are provided for use as is, and as available. We disclaim, to the fullest extent allowed by law, all express or implied warranties, arising by statute, custom, course of dealing and performance, or in any other manner, including without merchantability, quality and fitness for a particular purpose, in regard to our websites, content, product or services available or offered through our websites, and/or any site to which they are linked.

We do not warrant that our websites, the servers we use or the transmissions sent by us or through our websites are free of harmful components, such as viruses. We also do not warrant that the information accessible from our websites, or any sites from which they are linked, is accurate, complete or up-to-date. We cannot be held responsible for any errors or omissions in any content on our websites.

Opinions, advice, comments and statements made on our websites by users, as well as user-generated content, is not endorsed by us and does not in any way reflect our opinion, statement or advice. We do not provide any warranties against the possibility of deletion, misdelivery or failure to store communications, personalized settings or other information. We also do not warrant continuous, uninterrupted or secure access to, or use of, our websites. You accept that our owners, executives, employees and other representatives receive the benefit of this clause.

Without limits to the previous statement, some merchandise offered by us on our websites may be covered by a product warranty from the manufacturer, and the limitations and disclaimers set forth herein will not restrict or limit any such warranty for products purchased on our websites.

No information in our Terms and Conditions policies will affect any statutory rights to which you may be entitled as a consumer to the extent your ability to alter or waive such rights by contract is limited by applicable law.