

## Rockwell Industry: Guarantees, Terms and Conditions

This form must be signed and returned to Rockwell Industry prior to printing services provided by us to the customer (referred to herein as “you” or “your”). Failure to do so will result in a non-guarantee and you not agreeing to terms of service agreements.

We, at Rockwell Industry, pride ourselves that our customers are the reason for our success. We back each and every custom product we provide our services to with outstanding industry service practices, and our 100% quality guarantee.

Each order is approved by you and is delivered with our proud signature work. In order for us to delivery this quality of service, we rely on you for vital information in order to produce the specific custom products (graphic artwork, proper fonts, ink color matching, garment color matching, layout adjustments and other promotional products printing requirements) you want. While we are working together, we each have responsibilities. For your convenience, we have included these responsibilities below. Please take a moment to read them. These are the terms and conditions that govern all of our sales. Feel free to contact us if you have any questions.

### **Rockwell Industry is responsible for:**

**Satisfaction Guarantee.** Rockwell Industry backs each and every product we print with our 100% Quality Guarantee. We will replace (at no additional charge to you) any defective custom product. We only require that you submit your written claim of defective product to us within 30 days of receipt. For purposes of this Agreement, the term "defect" or "defective" means a manufacturing error.

**Approved and Accurate Information.** Prior to starting production, you will receive via e-mail a digital proof of your final custom-made product or we will require you to sign off on the production of your promotional product/item. To ensure the proper printing, make sure that you spell check, verify color, size and make any additional changes or corrections prior to starting production. Please double check the actual size and printing area that you would like us to print on. Your signature through this document will indicate that you have completely read and understand our service obligation provided to you.

**Color Matching Your Artwork.** We use the industry’s Pantone (PMS) color matching system, and it is important that you indicate your color choices using Pantone PMS numbers. For additional information regarding the Pantone (PMS) color matching system, visit the Pantone site at <http://www.pantone.com/pages/pantone/colorfinder.aspx>. In addition, because all computer monitors/ printers do not display colors in the same way, you should confirm your color choice by consulting a Pantone (PMS) color book/chart, which are available at most art supply stores and some libraries. Rockwell Industry will put our best effort to color match the submitted artwork. All Pantone (PMS) numbers will be listed on the proof so that you can verify them easily.

**Please Confirm Your Order.** For online orders, you will receive an order confirmation letter via email. This order confirmation will contain (1) written specifications of your order (including pricing, type, size, quantity, colors, and the estimated production time), (2) a finalized digital proof (incorporating any additional changes or corrections), and (3) a link to our terms and conditions page. If the written specifications/finalized digital proof meet your satisfaction, just send us your approval via reply e-mail, and we will commence the production process immediately. Orders placed directly through our online ordering system allow a complete review of your ordering details, along with our Terms and Conditions. Therefore, online orders do not require a Confirmation Letter email. Orders placed directly through our store location will require a signed signature of your approval of the submitted artwork. This approval is typical indicated by your purchase receipt.

**Producing your order correctly & on time.** Once we have obtained your approval on the order confirmation described above, we will produce your order within the following time frames:

<b>Print Service Type</b>	<b>Average Turnaround Time (ATT)</b>
Embroidery	3 to 5 days
Engraving	3 to 5 days
Custom Vinyl Decal	3 to 5 days

\*Items not in stock will depend on re-ordering date and delivery, which typically require 14-16 days to turnaround. Items on back order require 10-14 days to print.

Large or specialty orders may require additional production time. Replacement orders are subject to the same production time frames (as set forth above) as the original order. For more information, please speak to your Rockwell Industry Sales Associate. Your finished order will be shipped via UPS to the address you specify for delivery.

Listening to you! We want this to be the best experience you have ever had when ordering custom promotional products! If you have concerns, constructive criticism, or compliments, we'd love to hear from you. Phone us toll-free at 1-310-683-2642 or contact us via email at [info@rockwellindustry.com](mailto:info@rockwellindustry.com).

#### **Online Ordering Through RockwellIndustry.com:**

Rockwell Industry offers secure online credit card processing using the industry's highest encryption standards. Our hope is that you will find that we value your trust when you make your purchases through our site. The security of your financial and personal information is of the utmost importance to us. We will try our best to insure that your information is handled in the safe and securely through our world class servers. However, as with all internet services, nothing is 100% hacker proof. In order to insure that your information is secure, please make sure that you verify that the URL comes from [rockwellindustry.com](http://rockwellindustry.com). For online orders, we will not ask you to verify your information via email. Please verify any request for personal and private information through a Rockwell Industry Sales Associate.

#### **You are responsible for:**

- I. **Intellectual Property Rights and Legal Ownership of any and all logos, trademarks and copyrights.** By submitting your design to Rockwell Industry, you warrant that you have the legal right to reproduce (or have reproduced) any logos or other images associated with your order. You also certify that the production of any images you submit does not infringe on any other person/entity's intellectual property rights.
- II. **Proof provided.** Once you receive the digital proof, carefully review it in detail. Please give special attention to :
  - a. the design you have chosen
  - b. the spelling of words you have chosen
  - c. the colors you have chosen

If there are no changes or corrections to your proof, return your approval to us via email. This is your signal to us that the order has been approved. Because we are printing a custom-made artwork with no market available for cancelled orders, an approved order may not be cancelled for any reason.

- III. **Shipping Inside and Outside of the United States.** It is our goal to have your product delivered to you on or before the date you need it. We hope you understand, however, that we cannot be held responsible for delays in shipping which are beyond our control, such as inaccurate/undeliverable address information, U.S./Foreign Customs procedures, the misrouting of your package by UPS, or the unavailability of the addressee. In addition, there will be a shipping charge if the product is to be shipped to a location outside of the United States.

**Legal Details:**

All sales are final. Due to the custom nature of the products we print, all sales are final. Once an order has been submitted for production, it may not be canceled for any reason.

Rockwell Industry does not issue refunds, give credits or offer discounts. As mentioned previously, if one of the products we print is found to be defective, we will gladly replace it (at no additional charge to you). We only require that you submit your written claim of defective product to us within 30 days of receipt.

**Disclaimer of Warranty.** WE DO NOT WARRANT OR GUARANTEE THE MERCHANTABILITY OR FITNESS OF THE PRODUCTS WE MANUFACTURE FOR ANY PARTICULAR PURPOSE, USE OR EVENT.

In the event that a legal dispute arises, it is agreed that the exclusive jurisdiction and venue for such a dispute is Los Angeles County, California, U.S.A., and that the prevailing party is entitled to an award of reasonable attorney's fees before trial or hearing, during trial or hearing, after trial or hearing, and/or appeal. Should Rockwell Industry be named in a copyright/trademark infringement lawsuit arising out of Rockwell Industry' use of a copyright/trademark protected item provided by you for use in your product, you agree to indemnify Rockwell Industry for any damages and/or litigation-related expenses borne by Rockwell Industry.

All of the products displayed on rockwellindustry.com web site and store location containing corporate logos or registered trademarks are shown only to illustrate the reproduction capabilities of Rockwell Industry. Purchase of merchandise from Rockwell Industry in no way, shape or form grants you permission to reproduce logos, nor does it transfer, grant or lease ownership of any logos or trademarks to you.

**By signing this agreement, you agree to pay all amounts when due under this Agreement/Receipt. You have read this agreement and agree to all of its terms. You also acknowledge that they have read and completely understand that you are signing off on your agreement to allow us to charge you for the provided services indicated in your receipt and to begin print production.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Internal Use	
Supervisor Approval:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Print Artwork:	<input type="checkbox"/> Ready <input type="checkbox"/> No