

A Better Idea!

General Terms & Conditions of Sale

Initial Terms:

Prepayment by check or credit card. Minimum order: \$150 net. Clients ("signer") agree to pay all charges signed for on *payment by credit card authorization form*. By signing our authorization form, signer agrees that they are the authorized cardholder and responsible for all charges. All goods become your property at the time they are accepted by the carrier. All goods are custom imprinted products with the customer customization and are not returnable. All artwork, proofs, or order revision costs additional.

Check Returns

In all cases where we have a check returned for Non Sufficient Funds we will assess a \$50.00 fee.

Net 30 Terms

If you are issued credit and you are late paying your invoice, a 1.5% finance charge or the maximum 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 there under and not paid when due.

Shipping Delays

Customer agrees that it will not hold A Better Idea! accountable for delays in delivery occasioned by acts of God or other circumstances over which we have no direct control such as equipment failure or delivery carrier delays. If you delay in approval of your proof your order may ship expedited at additional cost. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall A Better Idea! be liable for any consequential or special damages arising from any delay in delivery. Our on-time percentage is over 99.7%.

Warranties

A Better Idea! warrants that all goods sold are free of any security interest and will make available to you all transferable warranties made to A Better Idea! by the manufacturer of the goods. A Better Idea! makes no other express or implied warranties, and specifically makes no implied warranties of merchantability or fitness for purpose. A Better Idea! accepts no liability for the use or misuse of any product distributed and accepts no responsibility for the manufacturer of these products. All products are used at your own risk.

Acceptance

Your submittal of an online order and/or your signature on our Order Acknowledgement is a conditional acceptance by A Better Idea! 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, A Better Idea! hereby expressly conditions its acceptance of your offer on A Better Idea!' 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 A Better Idea! agree that any contract hereby entered into has been made and is to be construed to Rhode Island Law.

Transfer of Ownership of Merchandise

All goods become your property at the time they are accepted by the carrier. All goods are custom products and your signature to purchase waives any right of return.

Sales Tax

A Better Idea! is required by law to collect all applicable sales taxes for the state, counties and cities of Rhode Island. Out of state catalog orders may not require sales tax. Companies, individuals and organizations who are exempt from sales tax should provide us with their resale certificate by fax to 401-841-5646.

Cancellations and Alterations to Existing Orders

Once an Order Payment Form is approved, we cannot guarantee our ability to make changes or cancellations to an order. A Better Idea! will make every effort to comply with your cancellation request. If you have already signed your Acknowledgment or Order Charge or Payment Form, there will be a minimum charge of \$150.00. (NOTE: Rush Orders cannot be cancelled once order form is received. Work begins immediately. The charge may be greater depending on how much work was completed by the factory up to the time of cancellation. If artwork was received, all artwork preparation, screens, proofing and art time may be charged. Please be advised that our ideas, advice and advertising services (\$65 per hour) are not free if you cancel your order. All costs incurred by A Better Idea! will be the responsibility of the customer. Since we are producing custom printed material per your authorization, once artwork has been approved, your order cannot be cancelled and must be paid for in full. Payment by credit card waives all right of dispute and you must contact A Better Idea to resolve your

claim. By signing our payment authorization form you agree to have read and accepted these terms for your order.

Claims, Adjustments and Returns

If there is a question about your order please contact customer service at 1-401-841-5646 within 48 hours of receipt. Please have your order number available. WE DO NOT ACCEPT UNAUTHORIZED RETURNS. Any returns must be approved by our customer service department. If any problem arises, please call customer service at 401-841-5646 ext 205 immediately. If necessary we will issue an RMA number (return material authorization) and provide you with a special shipping address. NO RETURNS WILL BE ACCEPTED WITHOUT A VALID RMA#. All returns subject to a re-stocking fee of 25%. If your claim is approved, once goods are returned with a valid RMA and inspected, we will issue credit minus any re-stocking fees where applicable.

Refund Policy

There are no refunds once your order is printed. If you have approved the artwork for your custom order, your order is in production and cannot be cancelled for any reason. This is a custom order and is not returnable. You are responsible for the charges you have authorized by signing our credit card form and you are giving your acceptance of our terms and conditions and agreeing to be bound by our terms. Your signature agrees to have read our terms prior to signing. Any refunds are at the sole discretion of A Better Idea. Phone, faxed, or emailed cancellations are not applicable. You must receive a cancellation # by phone. All sales are final.

Rush Orders:

Rush orders may incur rush charges if needed. You will be advised of charges before placing order. Once authorization form is received, your order cannot be cancelled unless approved by a manager. If cancellation of your rush order is approved, the minimum cancellation fee of \$150.00 will apply for research, time, artwork and screens. If there is a question about your order please contact customer service at 1-401-841-5646 within one hour of rush order placement. Please Note: Rush orders stop all other orders from production and require time and costs to be approved. Please be sure you would like to proceed before signing authorization form. All orders are final and cannot be cancelled.

Setup Charge

Unless otherwise specified, each job requires that we prepare art, create film and a screen or print pad for each color and location of the imprint, plus the adjustment of various machine settings. A setup is the same whether the order is for 20 pieces or 20,000 pieces. The fee is applied per additional color, per additional imprint location if your imprint art includes a logo or trademark unless it's an exact reorder.

Running Charge

Unless otherwise specified, item pricing includes the cost of a single-color imprint in one location. If your order is for more than one color, more than one imprint location or requires a non-standard imprint method; a running charge is applied per additional color, per additional imprint location, per piece.

Overages and Shortages

We try to produce your custom printed order in the exact quantity ordered, but this is not always possible due to quality control efforts and fast running machines. Industry standards are +/- 10% over or under ordered quantity. We will discard unacceptable pieces and ship all acceptable pieces. We reserve the right to ship and subsequently bill or credit, your charge card or account, for up to 10% over or under the desired quantity.

Website or Catalog Misprints:

Specifications may change without notice. We will confirm all details with you if you have questions.

All items offered for sale are subject to availability. Many items in this catalog and web site come from various sources. A Better Idea is, therefore, bound to fluctuating currency exchange rates, making it necessary to occasionally increase prices. In addition some domestic and overseas products may be discontinued without our prior knowledge. Should this apply to your order, we will notify you immediately. We reaffirm our pledge to offer excellent service and the highest quality at the lowest price.

We make every effort to provide you with an error-free website, in the event there is a misprint, we reserve the right to correct copy or pricing to reflect actual current status. We are not responsible for typographical or pictorial errors. Although, very rare, pictures are for illustration purposes only and may not be exact.

Copyright Notice

Any artwork or material submitted by the customer will be accepted by the factory as being in complete compliance with all laws regarding trademark, service mark, copyright, right of privacy, patent or similar protection. The customer, by submitting such information, represents that use by the factory will not violate any laws, and A Better Idea disclaims any liability for compliance with such laws in using the customer's artwork or material. The customer agrees to hold the factory harmless from any damages, costs and/or expenses should they arise as a consequence of the factory's use of said artwork, copy and other materials.

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Site Pricing

We reserve the right to change prices on the site at anytime. While we make best efforts to keep our site up to date, from time to time actual market conditions may change the price of a product. Pricing on our site is may change monthly depending on in-house availability. We will confirm pricing differences to you before acceptance of order.

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