

## **Ripl Agency, LLC (DBA Propvinyls.com) Terms and Conditions**

NOTICE PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE AND/OR PLACING AN ORDER WITH PROPVINYLS.COM YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS STATED BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS STATED BELOW, PLEASE DO NOT ACCESS THIS WEBSITE OR PLACE AN ORDER. ANY MODIFICATIONS PROPOSED BY CUSTOMER ARE NOT PART OF THE PARTIES' AGREEMENT IN THE ABSENCE OF PROPVINYLS.COM WRITTEN ACCEPTANCE THEREOF. ANY TERMS OR PROVISIONS IN THE ORDER WHICH ARE ANY WAY INCONSISTENT WITH THOSE HEREIN SHALL BE NULL AND VOID AND THE TERMS AND CONDITIONS HEREIN SHALL CONTROL. PROPVINYLS.COM RESERVES THE RIGHT TO CHANGE, MODIFY, OR AMEND THESE TERMS AND CONDITIONS WITHOUT ANY NOTICE.

### **LIMITATION OF LIABILITY**

In no event shall Ripl Agency, LLC (propvinyls.com) or its licensors, suppliers, vendors, officers, director, members, managers, employees, or agents be liable for any special, incidental, indirect, or consequential damages of any kind, or for any damages whatsoever resulting from loss of use, data, profits, or business opportunities, whether or not propvinyls.com, has been advised of possibility of the damage, arising out of or in connection with the use or performance of the site, failure to provide services that you order from propvinyls.com, or its affiliates, printing errors, or any other matter related to this contract, including without limitation, damages arising from mistake, omission, virus, printing error, delay, or interruption of service. In no event shall propvinyls.com, be liable or responsible for any damages or consequences arising from or related to your inappropriate or unauthorized use of the site or its content.

### **TURNAROUNDS**

Most orders will ship within one week of the artwork being approved and the order being sent to the printer. Custom jobs may require additional production time. In addition, large orders may require additional processing time.

While we do make every accommodation to honor this turn around, various factors such as equipment failures, technical difficulties, or anything else outlined under "ORDER SHIPPING AND DELIVERY" section of this document may affect our turnaround time, therefore we make no guarantee of order arrival to the customer.

### **WARRANTY / RETURNS / REFUNDS**

Propvinyls.com warrants that the products and/or services will be free from defects in material and workmanship and will conform to any specification agreed to by propvinyls.com in writing. This warranty shall extend for the notification and return period specified below, and shall apply only to the original Customer and only to those products which upon propvinyls.com's examination disclose to its satisfaction that the products and/or services in question were in fact defective. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON

PROPVINYLS.COM'S PART. THIS WARRANTY SHALL NOT APPLY TO ANY PRODUCT WHICH HAS BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, ABUSE or MISUSE, OR THAT HAS BEEN INSTALLED. Since all orders are unique to the Customer, All Sales Are Final. If we verify that we made an error, we will re-print the order, as our sole and exclusive obligation related thereto, and as the Customer's exclusive remedy. Customer must notify propvinylscom in person, by phone or by email within 5 business days of Customer's receipt of the ordered products if there are any defects discovered in the ordered product or the claim will be denied. In order to properly identify any issues with the product, propvinyls.com reserves the right to request photos or return of the product for verification. If your package arrives damaged, we suggest first reporting the package as damaged with the delivering driver. Make sure to take photos of the damage to the package as well as the damage to its contents/product. If we are not given proper documentation to file a claim (photos of the product AND package), the claim and reorder will be the Customer's responsibility and we cannot guarantee that you will be reimbursed for your reprint. This is for the sake of honesty and quality control. Propvinyls.com will not assume that a product is printed incorrectly based solely on a Customer's word.

### **GOVERNING LAW**

Propvinyls.com, is based in Randolph County, NC and all transactions shall be deemed to have taken place at propvinyls.com facility. Any legal action or proceeding relating to or arising from your access to or use of this Site or your placing of any order shall be instituted solely in a court of competent jurisdiction located in Randolph County, NC. You agree to submit to the exclusive jurisdiction of the courts of Randolph County, NC that venue in these courts is proper in any such legal action or proceeding, and that you will not claim such venue to be an inconvenient forum.

### **INDEMNITY**

You agree that you shall indemnify and defend propvinyls.com, and all parties from whom propvinyls.com, has licensed portions of Content, together with their respective directors, and expenses, including reasonable legal fees and expenses arising out of or related to (i) your breach of these Terms and Conditions or any other terms of your order, (ii) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material you incorporated into Products, and (ii) any misrepresentation or violation of applicable law made or committed by you or on your behalf.

### **COLOR PROOFING AND MATCHING**

PMS color matching is available upon request for no additional charge to your order. If there is a color you need matched, a PMS color code will need to be specified at time of order. We will not match any other color charts (paint charts, 3M vinyl charts, customer provided color charts, etc). propvinyls.com, is not liable for color matching or proofing files ordered without a color match specified in the propvinyls.com order process.

## **ORDER CANCELLATION**

Propvinyls.com will be happy to help you cancel your order prior to printing. Only those orders that have not been printed or where the printing process has not yet been started will be considered for cancellation.

## **ORDER SHIPPING AND DELIVERY**

Propvinyls.com, will always use commercially reasonable efforts to make sure that any production difficulties do not delay delivery schedules. In no case shall propvinyls.com, be liable for any direct or indirect, or any consequential or other damages resulting from any delay in shipment or delivery.

All propvinyls.com customers agree to not hold propvinyls.com liable for delays in shipments caused by weather conditions, shipping company delays, international customs issues or any other circumstances beyond propvinyls.com's reasonable control. Propvinyls.com's shipment and delivery dates are calculated based upon estimates provided by our suppliers and are not guaranteed.

Signs365.com will always use commercially reasonable efforts to make sure that delivery schedules are met. However, unexpected equipment failure, malfunction and/or technical problems or other unforeseen events may delay the printing process. Technical difficulty and related delay in delivery will not be grounds for order cancellation or refund.

## **SHIPPING ERRORS & LOST PACKAGES**

Lost or damaged shipments must be reported to propvinyls.com immediately upon discovering the loss or damage. Propvinyls.com is not responsible for 3rd part shipping errors, omissions, or damaged shipments.

## **CUSTOMER SUPPLIED INCORRECT ADDRESS**

When a package is not delivered due to an error made by the Customer in submitting the proper shipping address, Propvinyls.com will reship the package with the corrected address and charge an additional shipping fee for the shipment.

## **REFUSAL OF SERVICE**

We reserve the right to refuse service without disclosing a reason, as permitted by applicable law.

These Terms and Conditions were last modified as of October 15, 2018.