

BW DESIGNS TERMS & CONDITIONS



NOTICE FOR USING DESIGNS AND TRADEMARKS OF OUTSIDE OEM AND PARTS MANUFACTURING COMPANIES

BW Designs LLC (BWD) respects the trademark and intellectual property rights of others and has developed a sales and licensing program intended to abide by those rights. We have established licensing arrangements directly with various companies under our OEM and parts manufacturers listing, and are able to provide certain products under the licensed rights of our customers. Regardless, we would like to bring to your attention the process in which you as a customer are ordering products and that as a condition of providing those products you are representing and accepting responsibility for the use of your selected logos/emblems on your custom garments as an authorized manufacturer or distributor under those logos/emblems. By doing so, it is our general understanding that you are entitled to make uniforms with those logos/emblems, just as you are entitled to make and use the signage and letterhead used in your business. In the event that an OEM or parts manufacturing company asks BWD to stop manufacturing and using on your behalf any logos/emblems or other intellectual property, we will honor that request until the appropriate arrangements, if any, can be made. We will not be able to put them on your custom-made garments until after such time. We will also not provide any refunds on any dealer logo/emblems or garments that may have been purchased prior to such notice. Please direct to our attention any comments or concerns from any third party in regards to the use of their logos/emblems, as we would be happy to discuss our general licensing program and the entering into any necessary licensing arrangements with such companies to ensure your continued use of their logos/emblems on your garments. As always, please contact us directly if you have any other questions or concerns.

REFERENCE:

BW Designs, LLC herein referred to as the vendor and any authorized dealer or customer herein referred to as the customer.

PRICING:

Prices do not include any applicable duties, taxes, or shipping charges from BW Designs (Waunakee, WI USA). All prices and terms are subject to change with 30 days' notice. All dealer logo emblem prices are subject to change based on stitch counts and complexity that may exceed the maximum stitch count or complexity calculated for each price level. There may also be additional digitizing charges. The customer before manufacturing will authorize all extra charges.

SHIPPING:

UPS, DHL, or FedEx may be used unless otherwise specified by the customer. Freight and handling charges will be added to customer's invoice.

PAYMENT TERMS:

All orders are confirmed via PDF documents with customer and will state the terms of the customer. All orders are usually paid via credit card, wire transfer, or PayPal. All dealer logo emblem orders are charged at the time of order and all garment orders are paid for at the time of shipping (unless the customer is set up on payment terms). COD orders can be requested but may require additional administrative work to get order processed. All COD customers will be notified of the total amount due when vendor ships the order. Customers may also send a company check prior to processing the order. Orders over \$2500.00 may require 50% down and 50% COD or Credit Card. ALL WISCONSIN CUSTOMERS must provide "use tax exemption certificate" and only resold items will be tax exempt. If a number is not supplied all orders may be subject to applicable sales tax. All uniform orders will be charged sales tax in Wisconsin because they are not resold.

LEAD-TIMES (2-3 weeks if dealer logo emblems are in stock, 4-6 weeks on new orders...details as follows:)

1. The "LEAD-TIME" starts only from the time an order is actually approved from an estimate (by the vendor and the customer) and is turned into an order confirmation (which is emailed to the customer).
2. In order for an "ESTIMATE" to be turned into an order, your dealer name or logo emblems will have to be on order and paid for.
3. If your order is put into a "PENDING" state for any reason, it will not be turned into an order.
4. Please note "SHIP DATE" on your order confirmation and stay tuned for any updates sent to your email address posted in the customer's "MY PROFILE" online.
5. For new employee hires where dealer uniform shirts are needed quickly, please contact our customer service department directly by emailing them at orders@bwdesignsgroup.com.

BACK ORDERS:

Customer will be contacted on all backorders that will not ship within 21 days after original order ships OR whatever "next in hand date" is posted on the vendor's website. Back orders will not be cancelled without notifying the customer. Back orders may not be cancelled without vendor's approval.

RETURNS AND CLAIMS:

At BW Designs, LLC, customer satisfaction and production of high-quality product are our primary goals. Occasionally a substandard garment may get past our QC department. If this happens and you receive defective merchandise, please contact our "orders department" via an RA form. All terms and conditions for claims and returns are listed on the vendor's RA form.

CANCELLATION POLICY:

Once an order "estimate" is converted into an "order confirmation", orders CANNOT be cancelled and customer could be liable for 100% of the order value. Depending on the status of the order, the vendor will always do what it can for the customer.

WARRANTY:

BW Designs, LLC stands behind any defects that might occur due to normal wear and washing conditions up to a period of 6 months. Any product in possession of the customer beyond the 6-month period would be at the discretion of the vendor. Please read all washing instructions carefully.

OWNERSHIP OF DEALER EMBLEMS:

Dealer emblems are solely intended for use on BW Designs Work Wear garments (both licensed brands and its own Throttle Threads® brand) and shall under no circumstance be distributed individually unless approved by BW Designs. BW Designs holds your excess emblem inventory to accommodate future uniform garment orders reducing turn around time and garment order minimums. BW Designs, LLC reserves the right to dispose of dealer emblems if garment orders are not placed within a two year period.

SAMPLING POLICY:

All samples are invoiced at normal price. Customer is responsible for freight charges to and from BW Designs. Upon an authorized return of undamaged merchandise, BW Designs will issue a full credit on all in-stock merchandise, such as industrial work shirts. All non-stock merchandise will be credited back the normal price but will be charged a 30% restocking fee. Size kits are available for all in-stock garments. A return label will be included with size kit and must be returned within 1 week of receiving.

CONFIDENTIAL INFORMATION:

All information, drawings, documents and knowledge of BW Designs LLC's operations, business, employees, processes or equipment acquired or handled by customers and or users in connection with this Agreement shall be considered to be Confidential Information, and shall not be disclosed or used without the prior written consent of BW Designs LLC.