

McLo Designs Terms and Conditions

Please read the entirety of the terms and conditions mindfully, do not assume anything. By utilizing McLo Designs via internet (this website and/or e-mail), telephone (speaking to someone or via messages), or in person, or otherwise, you are agreeing to be bound by the following. McLo Designs reserves the right to make add, delete, or otherwise modify the terms & conditions at any time and in its sole discretion. If you are not willing to abide by any of the statements in the terms and conditions please do not use any aspect of the information or services provided by McLo Designs.

CLAIMS & LIENS:

The Customer must make a claim in writing no later than 48 hours after delivery of order. If such a claim is not made within those 48 hours, McLo Designs will understand that the product has been accepted. By accepting the product, the Customer acknowledges that the provider's performance has completely satisfied all terms, conditions, and specifications. The provider's liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages. As security for payment of any sum due under the terms of an agreement, McLo Designs has the right to hold and place a lien on all customer property in the possession of McLo Designs. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

COPYRIGHT RELEASE:

By using any service of McLo Designs, the Customer agrees and acknowledges that the Customer is the legal owner and/or licensee of ALL submitted artwork to McLo Designs. The customer also relinquishes McLo Designs of any legal liability related to copyright violation and/or infringement. The customer assumes sole responsibility and liability of ALL forms of submitted artwork to McLo Designs. The Customer will retain ownership of the content uploaded or sent to McLo Designs.

COPYRIGHTS:

The Customer warrants that the subject matter to be printed is not copyrighted by a third party. The Customer also agrees not to infringe on trademarks, patents, trade secrets, the right of privacy, the right of publicity or other legal right of any third party and will comply with all applicable laws, rules, and regulations. The customer recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold Lakes McLo Designs harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

CUSTOMER COMMUNICATIONS AND LIABILITY:

Any and all pertinent information that is needed to fulfill a customer's order, from the conception of the order being placed and up until the time it is shipped from our facility, must be in the customers file under that specific order. All customers have the opportunity to provide pertinent

information via the special instructions field in the order form, e-mail, postal mail, telephone, or in person.

SUBMISSIONS:

When you submit questions, comments, suggestions, ideas, or other material via e-mail or other communications, you grant McLo Designs permission to use such submissions for marketing and other promotional purposes. You agree that McLo Designs will have no obligation to keep any submissions confidential. You will not bring a claim against McLo Designs based on "moral rights" or the likes arising from McLo Designs use of a submission. This section does not apply to your content that will appear as part of your product that you use in connection with any McLo Designs service.

CUSTOMER'S PROPERTY:

McLo Designs will only maintain extended coverage on property belonging to the customer while the property is in the possession of McLo Designs' liability for this property will not exceed the amount recoverable from the insurance.

DISCLAIMER:

McLo Designs PROVIDES SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. McLo Designs DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, SERVICE, OR ITS USE WILL BE UNINTERRUPTED, WILL BE FREE OF INACCURACIES OR ERRORS, WILL MEET YOUR REQUIREMENTS, OR WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. McLo Designs MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE TERMS AND CONDITIONS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT.

McLo Designs will not be liable to you or any third party for any consequential, incidental, indirect, punitive or special damages (including damages relating to lost profits, lost data, or loss of goodwill) arising out of, relating to, or connected with the use of the McLo Designs service, based on any cause of action, even if advised of the possibility of such damages.

Limitation of liability: except for a break of a party's representations and warranties under these terms & conditions or in connection with your indemnity obligations under these terms & conditions, in no event will the liability of McLo Designs exceed the value of products received or services rendered. The value of products or services are limited to the stated value on the McLo Designs website or as stated by an authorized McLo Designs agent.

GOVERNING LAW; JURISDICTION AND VENUE:

The rights and obligations of the parties shall be governed by, and entering into a business transaction with McLo Designs shall be construed and enforced in accordance with, the laws of the State of Connecticut, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction. The parties hereto consent to the jurisdiction of all federal and state courts in Connecticut, and agree that venue shall lie exclusively in Connecticut. Any action or proceeding arising out of or related to this Agreement shall be brought and enforced only in the state and federal courts located in Connecticut, and the parties consent to the personal

jurisdiction of such courts and waive any argument that venue in any such forum is not convenient.

INDEMNIFICATION:

The Customer agrees to protect McLo Designs from economic loss and any other harmful consequences that could arise in connection with the work. This means that the Customer will hold McLo Designs harmless and safe, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

LIABILITY:

Disclaimer of Express Warranties: McLo Designs warrants that the work is as described in the purchase order. The Customer understands that the work shown in a proof when approved is what will be printed and acknowledges the difference in appearance on-screen when color is represented. McLo Designs will not be held liable under any circumstance for problems resulting from files provided by the Customer (this includes color shifting and issues arising from improper file preparations; [SEE FAQ FOR CUSTOMER SUPPLIED FILE GUIDELINES](#)). If the Customer finds a production error or manufacturing defect in the item(s) he/she received from McLo Designs will replace the item(s) at no charge. Original shipping charges are not refundable. ALL CLAIMS MUST BE INITIATED WITHIN 48 HOURS AFTER DELIVERY OF PRODUCT.

LIMITATION OF LIABILITY:

In no event will McLo Designs or its suppliers be liable for any indirect, special, consequential, or incidental damages, including, without limitation lost profits or revenues, costs of replacement goods, loss or damage to data arising out of the use or inability to use this website or any Lakes Area McLo Designs product, damages resulting from the use or reliance on the information provided in this website, even if McLo Designs or its suppliers have been advised on the possibility of such damages.

LINKS TO OTHER SITES/THIRD PARTY SERVICES:

There are links to sites which are not owned by McLo Designs on this website. You acknowledge and agree that McLo Designs is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You agree that McLo Designs will not be liable to you in any way for your use of such services.

PERSONAL OR ECONOMIC RIGHT:

The Customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or their personal or economic rights. The Customer will, at the Customer's sole expense, promptly and thoroughly defend McLo Designs in all legal actions on these grounds as long as McLo Designs: Promptly notifies the customer of all legal action; and gives the customer reasonable time to undertake and conduct a defense. McLo Designs reserves the right to use his/her sole discretion in refusing to print anything he/she deems illegal, libelous, scandalous, improper, or infringing upon copyright law.

McLo Designs refuses to print or promote any form of pornographic images or nudity. McLo Designs also reserves the right to reject orders that contain the strong use of written foul language and swear words, which is considered offensive to the general public.

PRIVACY POLICY:

We only have access to information that you voluntarily give us via e-mail or other direct contact from you. We will not share your information with any third party outside of our organization. We will use your information to respond to you, regarding the reason you contacted us. You may opt out of receiving any future contacts from us at any time. This includes an "opt out notice" in any future e-mail we may send you. McLo Designs reserves the right, but does not assume the obligation, to monitor transactions and communications that occur during providing of services.

BANNER SIZES:

Exact sizes can not be guaranteed as banners can fluctuate up to ½” per linear foot. Example: Finished size of a 12' (144") banner can be up to 6" short.

PRODUCTION SCHEDULES:

Production schedules will be established and followed by both the Customer and Lakes Area McLo Designs. In the event that the Customer does not adhere to the production schedules, delivery dates will be subject to renegotiation. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of McLo Designs. In such cases schedules will be extended by an amount of time equal to the delay incurred.

ORDER EDITING:

Any order that has been processed through our accounting department cannot be edited in any way.

ACCURACY:

We guarantee the accuracy of the spelling, sizes, and color location of your proof. We cannot guarantee color accuracy due to the variations of computer displays.

RETURNS:

Returns must be approved by McLo Designs. If a product is found to be defective by McLo Designs a new one will be created and shipped. Refunds will proceed as described in "REFUNDS."

Please keep in mind:

- No returns due to late order or shipping company delays.
- No returns because of a typo made in a provided file or approved proof.
- No returns due to colors not matching what you had in mind; we offer the availability of printed proofs for a nominal fee to help avoid this.
- Returns accepted if McLo Designs has made a mistake after approval from the Customer.

Send returns to:

McLo Designs

[your customer service representative here]

236 Lenox Avenue
Bridgeport, CT 06605

REFUNDS:

If you receive merchandise that is defective or damaged upon receipt, please notify us within 48 hours of receipt of your order. If it is determined that we are at fault, we will have UPS pick up your entire project, reprint the job, and ship it back. You will only be charged for the initial order and no additional shipping charges. If you can only send back a partial order, we will only reprint the portion returned and we will not make any changes to the print file—we will only use the original file uploaded or approved by you. Credits or refunds will be for the amount of the product purchased. Shipping costs are non refundable.

SHIPPING:

Ship dates are established from the time McLo Designs receives proof approval and are shipped using UPS. McLo Designs IS NOT RESPONSIBLE FOR ANY ERRORS THAT ARE MADE BY THE UPS INCLUDING DAMAGES TO THE PRODUCT. McLo Designs WILL NOT BE HELD RESPONSIBLE FOR WEATHER, ACTS OF GOD, OR OTHER THINGS WE CANNOT CONTROL. McLo Designs does not deliver to P.O. boxes, a street address must be provided for every order.

After product has shipped, all shipping company terms & conditions apply for lost or delayed packages. If you have a deadline, you must request expedited shipping as ground shipments are not guaranteed. We will not refund the banner cost if UPS or any other shipping company has a delay in the delivery of your package. All refunds are limited to actual shipping cost refunded to McLo Designs from shipping company. Terms for the shipping company still apply to lost packages.

Shipping insurance is available at the Customer's expense. 3% of total order is charged for insurance. McLo Designs supplies shipping insurance at our cost on all orders over \$500 in value. If product is damaged in shipping, damaged goods must be returned, and then replacement product will be sent, see REFUNDS section of these terms & conditions for further information.

Lost packages will be replaced after shipping company confirms loss, this generally takes 7-10 business days after initial lost product inquiry.

Again, please order early as we cannot control delivery after your product leaves our facility.

Overnight orders that are completed ahead of schedule will ship using a method guaranteed for you to receive you order on time. No refund will be given in this case.

These terms & conditions will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of the State of Connecticut without reference to conflict of law principles. These terms & conditions will not be assignable or transferable by you without the prior written consent of McLo Designs. These terms & conditions (including all of the policies and other agreements described in the terms & conditions), which are hereby incorporated herein by this reference) contain the entire

understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. No failure or delay by a party in exercising any right, power or privilege under these terms & conditions will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other further exercise thereof or the exercise of any other such right, power, or privilege. You and McLo Designs are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these terms & conditions. The invalidity or unenforceability of any provision of these terms & conditions will not affect the validity or enforceability of any other provision of these terms & conditions, all of which will remain in full force and effect.

The information on this web site is protected by copyright: © 2009 McLo Designs. All Rights Reserved. Except as specifically permitted herein, no portion of the information on this web site may be reproduced in any form or by any means without the prior written permission from McLo Designs. Owner and Operator of McLo Designs web site is McLo Designs, Bridgeport, Connecticut.