

Please review the following terms carefully.

1. This Agreement

1.1 This Agreement for Custom Products provided by Design Your Tie, comprised of these Terms and Agreement is made by and between Design Your Tie and the party whose name appears as customer and You agree to the terms and conditions outlined in this Terms of Use Agreement with respect to Design Your Tie.

1.2 This Agreement constitutes the entire and only agreement between us and you, and supersedes all purchase orders, prior or contemporaneous agreements, understandings, representations, verbal agreements, communications (written and verbal), warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. Any provisions of Design Your Tie that are inconsistent with these standard terms and agreements, and any provisions contained in any quotation, acknowledgment, purchase order, or other instrument provided by the customer that are inconsistent with on in addition to the terms and conditions of this Agreement, shall be of no force or effect.

1.3 Unless otherwise specified, the term "written" shall include paper, fax or email communication. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site. In consideration of the mutual obligations and covenants set forth herein, the parties hereby agree as follows:

2. Acceptance

2.1 Acceptance. Acceptance of this Agreement is made by selecting the appropriate check box and immediately upon submission of payment. Customer has read, understands and accepts the terms and conditions of this Agreement. Customer accepts this electronic communication process in lieu of providing a signature. Customers decision to submit payment signifies that the customer has read and agree to all terms and agreements set forth by Design Your Tie. This Agreement is not cancelable by the customer after submission of order

3. Payment

3.1 Payment Date and Liability. Customer agrees to the amount set forth on the website or invoice provided. Full payment of order is due immediately. Customer understands that production of order does not begin until Design Your Tie receives full payment of order.

3.2 Sales are Final. Due to the custom nature of the products Design Your Tie manufacture, all sales are final. Customer agrees that once an order has been submitted for production, it may not be canceled or amended for any reason. Design Your Tie does not issue refunds or give credits. If one of the products we manufacture is found to be defective, DYT will gladly replace it with the a corrected duplicate of the product (at no additional charge to you). We only require that Customer submit a written claim of defective product to Design Your Tie within 30 days of receipt and return of products.

4. Confirming your order

4.1 Prior to submission of order, Customer will review all details of the order. 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. By submitting payment, Customer confirms and approves the design chosen by customer or listed on invoice for production.

4.2 Giving due attention to the proof provided. Customer agrees that the digital proof selected has received careful review and detail. By submitting payment customer has 1) chosen the design, (2) agrees and has proofed all text for spelling and grammatically errors, and (3) selected and provided the desired colors via swatch or Pantone Matching System. Customers selection and submission of payment is customer signature, **signal, and approval to Design Your Tie of the chosen design.**

Because Design Your Tie produces a custom-made product with no market available for cancelled or returned orders, customer agrees that an approved order may not be cancelled for any reason.

4.3 Customer agrees under that under no circumstances to request or contact credit card company, bank or any other entity for a refund. Customer agrees to be responsible and pay for all costs incurred by Design Your Tie in collecting the amounts due to Design Your Tie, including but not limited to fees expended in collecting sums due whether incurred before trial, during trial or in any appeal there from, as

well as any other out-of-pocket expenses expended by Design Your Tie in collecting such sums ("collection costs").

4.4 Customer has the option to receive either a pre-production swatch or sample prior to production of full order to confirm design, pattern, and colors.

5. Color Matching: Pantone Color Matching System (PMS) and Swatches

5.1 Pantone Color Matching System. If you require a specific color, please provide either the PMS number or mail a swatch to Design Your Tie. If you do not provide a specific color or then Design Your Tie will proceed with production and match the colors according to how they are displayed according to DYT computer monitor settings. *In addition, Customer agrees and acknowledges that an pantone book has been viewed and colors have not been chosen from an online pantone source due to the nature that colors are not accurately displayed . Please note that pantone colors are designed for ink on white paper. Fabric and yarns are not available in pantone colors.*

5.2 Design Your Tie cannot always guarantee an exact match of the pantone color or swatch but we will make every effort to match the color as close as possible. Most colors are matched exactly or very closely to the PMS numbers provided. However, if Design Your Tie feel that the colors are not close to the PMS number provided, customer will be contacted prior to full production. Customers which opt not to receive a pre-production swatch or sample agree to accept the order and not request a refund or exchange.

Customer is able request a pre-production.

5.3 Design Your Tie uses Solid Coated Formula Guide, Pantone Uncoated Formula Guide, Pantone Wedding Guide, swatches or any item provided by customer for color matching. Customer agrees that the color will be provided to DYT prior to submitting payment or starting production of order. The PMS number (s) must be included in the customer account and or on the invoice before submitting payment. Additional Information regarding the Pantone color matching system (PMS) can be found at www.pantone.com.

6.Reorders

6.1 Due to the unique characteristics of fabrics, and color variations between fabric dye lots, some variation in color, grain, and texture should be expected between sample or swatch, and the finished products. Above (6.1) is also for reorders.

7. Copyrights and Trademarks

7.1 The Customer unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Design Your Tie for inclusion in the final products are owned by the Customer, or that the Customer has permission from the rightful owner to use each of these elements, have the legal right to reproduce (or have reproduced) any logos or other images associated with order and will hold harmless, protect, indemnify and defend Design Your Tie and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Customer. Customer also certify that the production of any images submitted does not infringe on any other person/entity's intellectual property rights.

8. Display

8.1 By accepting this Agreement, Customer grants permission to Design Your Tie to use All of the products manufactured by Design Your Tie to be displayed on our web site or advertising material Products containing corporate logos or registered trademarks are shown only to illustrate the reproduction capabilities of Design Your Tie. Purchase of merchandise from Design Your Tie in no way, shape or form grants Customer permission to reproduce logos, nor does it transfer, grant or lease ownership of any logos or trademarks to Customer.

8.2 Any sample or product(s) that Design Your Tie manufactures may displayed on DYT website or used for advertising to display and illustrate capabilities. By displaying our work, we do take credit for any design artwork provided by the customer and/or a graphic designer. Products are displayed to show manufacturing capabilities. Purchase of merchandise/products from Design Your Tie 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.

9. Shipping Your Product

9.1 It's 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 any shipping carrier, 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.

9.2 International Shipping. For international orders, shipping, duties, taxes and any other fees are the sole responsibility of the customer will be billed directly to the customer. Design Your Tie cannot be held responsible for any custom delays or clearances.

10. Privacy Policy

10.1 We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

11. Legal Details

11.1 Binding Agreement. This agreement is the entire agreement between Design Your Tie and our customers and supersedes any other Purchase Orders, communications via email or telephone with respect to this promotional products order.

11.2 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.

11.3 In the event that a legal dispute arises, it is agreed that the exclusive jurisdiction and venue for such a dispute is Bibb County, Macon, GA, USA., 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.

11.4 Should Design Your Tie be named in a copyright/trademark infringement lawsuit arising out of Design Your Tie use of a copyright/trademark protected item provided by you for use in your product, you are responsible for all Design Your Tie attorney and legal fees and you agree to indemnify Design Your Tie for any damages and/or litigation-related expenses borne by Design Your Tie.