

Boardwalk Marketing

4726 Pittsburgh Avenue Erie, PA 16509 (877) 726-9555 www.boardwalkmarketing.com

TERMS AND CONDITIONS OF SALE

The following document attempts to clarify the basic Terms and Conditions of Sale under which we operate. It is as comprehensive as we can make it. However, this document cannot possibly cover every condition, and makes no attempt to do so.

If you have a question that is not specifically covered here please call our office for clarification.

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GENERAL INFORMATION

Cancellations

All cancellations must be submitted in writing. Any order that is cancelled will be invoiced for any and all costs incurred up until the time of cancellation and may include a charge to handle administration of the return of goods. You must send a call tag to have items for contract service orders returned. For full service orders, return shipping charges will be incurred and a re-stocking fee may also apply.

Changes to Existing Orders

Changes made to orders already in house must be submitted in writing. Submission may be made via fax, e-mail or US Mail. It is the responsibility of the buyer to verify that the change order was received.

Combining Items for Quantity Breaks

Garments that are to be printed with the same design, using the same machine setup and same colorway may be combined for quantity pricing under limited circumstances. Please call the factory to verify whether items can be combined.

Copyright/Trademark

Boardwalk Marketing assumes that all artwork submitted for reproduction is in full compliance with all copyright/trademark laws. We assume no liability for copyright infringements that arise from our reproducing your supplied artwork, logos, etc...

Credit Policy/Payment Terms

All first-time orders are *Payment by Credit Card* terms, meaning the customers credit card will be charged when the order is shipped. All customer terms are *Payment by Credit Card* unless a credit application has been reviewed by our credit department and an open line of credit granted. Credit applications take approximately 10 days to process. Certain orders may require a 50% or 100% deposit, depending on order conditions, and irrespective of pre-established credit terms. Any invoice or portion thereof not paid on time will bear interest at the rate of 1.5% per month compounded monthly on principal and unpaid interest.

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GENERAL INFORMATION

Defective Merchandise

We will make every effort to locate and remove defective garments from production. However, it is impossible to discover all defects before, during or even after production.

Defective merchandise that is decorated is usually not returnable to the manufacturer/wholesaler. If we discover a defective garment after it has been decorated we will not ship it to your customer. We will discard the garment. We will not invoice you for defective merchandise, even if it has been decorated.

If a defective garment is discovered, either by you or us, after the order is completed and/or shipped, we cannot reset our equipment to replace the missing garment(s).

Defective merchandise does not figure in to our spoilage rate.

See *Spoilage/Exact Quantities* for related information on Contract Services orders.

See *Overrun/Underrun* for related information on Full Service orders.

Excessive Handling

Our pricing is established based on normal handling and administration of an order. Orders that require us to provide extra services for handling, imprinting or embroidering will incur an excessive handling fee billed at \$35.00 per hour. We will strive to notify you when your order is placed that these charges will be applied.

Folding/Bagging/Tagging/Packaging

Screen printed garments will normally be folded in groups of 3, 4, 6 or 12 pieces, depending on the item, in what is generally referred to as a Printers Fold. Embroidered garments are generally folded individually. **Screen printed garments may be folded individually for an additional \$0.15 per garment.** All garments can be polybagged or receive hang tags for an additional charge.

- **Bagging** - \$0.20 per garment.
- **Hang Tagging** - \$0.25 per tag (please provide tags).

Generally, there is no charge to unbag garments that we receive. However, if you want the garments re-bagged using the same bags, this must be specified on your order. Be aware, some damage occurs to the bag during the unbagging process, especially when the bags have been taped securely. We will reuse the bags to the best of our ability. We do not tape or seal bags unless requested. Taping or sealing will carry an additional charge. The bagging charge of \$0.15 per bag applies to re-bagging of items as well.

Less Than Minimum

Typical order minimums are 6 pieces. To calculate the cost for a less than minimum order, please use the following formula:

Minimum Quantity Cost x Minimum Quantity ÷ Desired Quantity = Price per Piece.

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GENERAL INFORMATION

Misprints

We take great pride in the quality of our work. Our inspectors will make every effort to locate and remove from production defective imprints. However, it is possible that an error will be overlooked. For Full Service orders, we will reimburse you for the cost of the garment and the decorating charges only after the garment(s) have been returned for inspection. For Contract Services orders, only the cost of decorating will be reimbursed.

Misprinted garments **do** figure in to our spoilage rate.

NOTE: If a misprinted garment is discovered, either by you or us, after the order is completed and/or shipped, we cannot reset our equipment to replace the missing garment(s). We will only refund the cost of the decorating services and/or the cost of the damaged merchandise that exceeds our spoilage rate.

Overrun/Underrun - Full Service Orders Only

Orders shipped with the total number of items within 5% of actual ordered quantities (either 5% over **or** under the ordered quantity) will be considered complete and billable.

Underrun - It is entirely possible, on any given order, that some garments will be damaged during the manufacturing or decorating processes. You will not be billed for production errors, but because they may occur you must be aware that you may receive a quantity up to 5% less than the ordered quantity. It is also possible that all errors may occur in one size or be spread out across all sizes.

Overrun - We typically do not make it a practice to produce Overrun orders. They usually occur when special order circumstances dictate a need to order in extra blank goods. Typically this is done because of minimum order requirements imposed by the garment manufacturer/supplier or in those instances when you specify on your order that you cannot tolerate an order shortage. The only way to prevent a shortage is to order additional garments, which must then either be decorated or shipped to you plain (please specify your preference on your order). Either way, the additional garments, up to 5%, will be considered billable.

NOTE: For an Overrun order, where you want all extra garments returned to you blank, you must state that clearly on your purchase order. Otherwise, all garments will be decorated and billed.

See *Spoilage/Exact Quantities* for related information on Contract Services orders.
See *Defective Merchandise* for additional related information.

Production Time/Rush Service

Standard lead time for screen printing is 10 working days, subject to volume of work already in house. When possible, we are happy to provide rush services. Please call for pricing.

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GENERAL INFORMATION

Quotations/Prices

Prices are subject to change without notice. Written quotations will be binding for the term stated on the quotation, or, if left unstated, 30 days from the date of the quotation.

Shipping/Freight

Method of shipment is at our discretion, unless you provide us with explicit shipping instructions. Our normal carrier is UPS. All shipments are F.O.B. Shipping Point. We assume no responsibility for any damage that may occur in transit or for any errors in shipping made by the carrier. All shipments should be inspected upon arrival. Claims must be made within 5 days of delivery.

Split/Drop Shipments and Box Labeling

Orders that need to be split shipped to more than one location will be charged **\$5.00** per additional location. Orders shipped directly to your customer will use UPS Shipping labels that carry your name as the shipper and our return address. If additional labeling is needed for each box, it is your responsibility to provide those labels before the needed ship date. Please notify us when placing your order that you require special labeling

Spoilage/Exact Quantities - Contract Services Orders Only

If you require an exact quantity for your order it will be necessary for you to send us extra garments. With a spoilage rate of possibly as much as 2-5%, depending on the item, we may need the extra garments to ensure your exact quantities are met. Any unused garments will be returned to you blank if requested (please specify your preference on your order). Screen Printed garments carry a spoilage rate of 2%. A minimum of 1 piece is allowed on those orders (i.e. - 6-49 pieces) where the spoilage allowance would be less than 1.

NOTE: We will not reimburse you for damaged garments within the specified spoilage range. For garments damaged during the decorating process, we will reimburse you for the blank cost of those garments that exceed the spoilage rate. Please quote your customers accordingly.

See *Overrun/Underrun* for related information on Full Service orders.

See *Defective Merchandise* for additional related information.

Taxes

For Pennsylvania based businesses only. The state of Pennsylvania requires us to collect sales tax on all taxable items unless a valid Tax Exempt Certificate is on file in our credit office. For your convenience, a copy of this form will be provided upon request. If a valid tax exempt certificate is not provided prior to the issuance of an invoice, tax will be applied to the invoice, in accordance with Pennsylvania tax laws. You, the purchaser, may later apply to the state of Pennsylvania for relief from the tax.

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ART SERVICES INFORMATION

Art Materials Supplied

All artwork and materials *supplied by you, the customer* to us will only be returned to you upon completion of your order **if requested in writing**. All drawings, artwork, film positives, etc... *created and used* by Boardwalk Marketing in the preparation of your order will remain the property of Boardwalk Marketing. Purchase of these materials may be made under a separate contractual arrangement mutually acceptable to both parties.

Art Preparation/Film Output Charges

Creating high-quality screen printed garments requires high quality artwork. Charges are based on the amount of time our art staff must spend to prepare your order for production.

Artwork that is to be generated entirely by our art staff can be quoted before an order is initiated.

Artwork is normally submitted to us in digital format. Digital files require us to follow several steps to insure your order is completed correctly. After the file is received it must be opened and checked for usability. If any editing or major resizing or any other type of modification is performed, a minimum charge of \$10.00 will apply to all orders requiring us to open and process a design that was submitted digitally. Additional charges may apply based on the amount of work needed to prepare the design for printing.

See *Digital Do's and Don'ts* below for detailed information on how to submit digital files.

Screen Printing - After a design has been created, we will send an Art Approval that details our interpretation of the design and shows important information such as ink colors, design size, placement on the garment, etc. After this form is approved, we will proceed with the actual output of films and preparation of screens.

We reserve the right to determine the printability of any provided artwork. Art Charges when necessary are billed at a rate of \$35.00 per hour with a 1/2 hour minimum.

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ART SERVICES INFORMATION

Digital Do's and Don'ts

The following information is provided in an attempt to eliminate many of the problems that typically arise from submission of electronic artwork. Please read these very carefully or provide them to your customer or artist.

1. We accept artwork sent via e-mail. However, large files (over 25 MB) can become an issue. For large files, please use an industry standard file compression program like Stuffit (Mac) or WinZIP (PC) to reduce the file size before sending. If the file is very large, please contact our office for other methods of transmission.
2. We have and use relatively current versions of industry standard programs to create and separate art, including:

Adobe Illustrator Adobe Photoshop CorelDraw

Vector-based art created in any program (like Illustrator or CorelDraw) should be saved as an .ai or .eps file with Adobe Illustrator compatibility. Should you have a specific question regarding software compatibility, feel free to contact our office.

3. All bitmap files, such as .gif, .jpg or .tif, will need to be re-drawn in order to be separated for our printing methods. The cost of re-drawing art is billed at \$35.00 per hour with a 1/2 hour minimum. Please avoid sending bitmap files whenever possible. In very rare situations, we have been able to use .jpg files for printing. If the only art you have available to you is a bitmap file, please call our office.
4. All fonts used in an illustration should be converted to outlines (also called curves or paths) prior to submission. If you are unclear about how to convert fonts to outlines, curves or paths, please contact us for more information.
5. Because every monitor will represent color differently, please do not rely on a screen image as a way to determine and evaluate colors. All digital files should be submitted with all PMS match colors specified. CMYK color specifications in files cannot be used.
6. RGB bitmaps which are ultimately intended for printing in CMYK (4-color Process or Simulated Process) *should not* be converted into the CMYK color model. This RGB to CMYK transformation is highly specific to the colormetric and densitometric parameters of our shop and is better performed by an expert. Image creation should be performed in RGB.
7. Because many RGB colors *can't* be reproduced in CMYK (commonly called "out-of-gamut" colors), the artist that creates in RGB should limit color selection to colors reproducible in CMYK.
8. Limit "autotracing" to solid geometric shapes and constrain the number of points generated. Many images, such as hand-drawn pen and ink, should be scanned at a high resolution (above 800 ppi) rather than autotraced.

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SCREEN PRINTING INFORMATION

Dark Garment Imprinting/Underprint - Flash Curing

The techniques employed to imprint dark color garments are sometimes quite different from those used to print light color garments. Dark color garment printing frequently requires an Underprint (aka flash cure, underbase, etc...) or artwork revisions and adjustments. If any of this becomes necessary on your order we will notify you before proceeding.

- An underprint (flash cure) will be charged as an additional ink color.
- For orders of 72 pieces or more, an underprint (flash cure) *will* require an additional screen charge.
- For orders less than 72 pieces, an underprint (flash cure) *may* require an additional screen charge.

Art prepared for white garments **is not necessarily adaptable for dark garments without significant expense.**

Design Size/Location - Screen Printing

The following should be used as a general guide when determining the final image size for your order. Sizes listed show the maximum *recommended* imprint area available. Garment details, such as raglan sleeves, may necessitate an alteration to the imprint size listed.

Type of Garment	Max Recommended Print Area
T-Shirts/Sweatshirts - Full Front or Back - Adult Sizes L, XL, XXL, etc.	13" (w) x 14" (h)
T-Shirts/Sweatshirts - Left or Right Chest - Adult Sizes	4" (w) x 4" (h)
T-Shirts/Sweatshirts - Full Front or Back - Youth Sizes YXS, YS, YM.	8" (w) x 8" (h)
T-Shirts/Sweatshirts - Full Front or Back - Youth Sizes YM, YL.	10" (w) x 10" (h)

Ink - Color Change Charges

If you require an ink color change within an order, there will be a \$10.00 per color charge, if the change requested is easily accomplished. Complex color change orders will need to be evaluated to determine the actual pricing. Please contact our office for further information.

Ink - Color Mixing Charges

We have hundreds of stock ink colors available. If one of stock colors will not meet your clients needs we can custom mix a color for you. As noted in Ink - PMS Color Matching, we cannot guarantee a PMS Match, only a PMS Approximation. The charge to mix a Standard Plastisol Ink will be \$25.00. Other types of ink may cost more. Please contact our office for further information.

Ink - PMS Color Matching

A list of our stock ink colors and their approximate PMS match is available. Textile printing inks are not PMS Matchable as inks used for paper printing are. We will prepare a PMS Approximation of your PMS specification.

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SCREEN PRINTING INFORMATION

Ink - Standard Colors

Boardwalk Marketing offers hundreds of standard, stock ink colors, a list of which is available. When placing orders please specify ink colors by stock **ink color names/numbers** to insure order accuracy.

Pre-Production Proofs

The only way to verify the colors to be used and how they will appear on the actual garment, is to order a pre-production proof, which will be charged based on the number of colors in the print.

- Screen Charges will apply as though it was a standard order.
- The charge to produce the pre-production print will be \$25.00 per color

If changes are needed, an additional set of screens will need to be made. You will be invoiced for the second set of screens. If another sample is required, the \$25.00 per color set-up fee will apply to the second sample.

Re-Order Charges

Re-orders will be billed at the prevailing price at the time of re-order and will be based on the re-order quantity printed, not the quantity price of the original order.

Screen Preparation Charges

All screens, films used to create the screens and all other attendant materials used in the screen preparation process remain the property of Boardwalk Marketing.

Standard, Spot Color Screens	Initial Order	\$18.00 per color
	Repeat Order	\$12.00 per color
Special Effects Screens	All Orders	Specific to the Process
