



AIRBORNE VISUALS, INC. SALES TERMS AND CONDITIONS

All Orders imply full acceptance of the terms/conditions below and supersedes any verbal or written agreement.

- 1. Payment:** All invoices are to be paid when order is placed. In the event that a revolving line of credit is accepted, all payments must be made at the end of the month of invoice. Failure to pay invoices within the time periods previously enumerated may subject the customer to collection proceedings for which costs and expenses will be sought. In the event that Airborne Visuals should commence any legal action(s) or otherwise seek to collect payment from customer, the customer agrees to pay reasonable attorney(s) and/or collection agency fees, prior to, and subsequent to judgment entered by a court of law, and other expenses incurred by Airborne Visuals whether or not a suit is filed. Customer expressly waives the right to a jury trial.
- 2. Limits of Liability:** In no case will Airborne Visuals nor any of its agents be liable for reimbursement of any expenses, costs or claims alleged due to the defect of any Airborne Visuals product, or due to the failure to timely deliver any Airborne Visuals Product. Airborne Visuals, Inc, or agents will also not be liable for any claimed loss of business opportunity due to any defect in any Airborne Visuals Product or the failure to timely deliver any Airborne Visuals product. The sole recourse to any customer is the replacement or repair of a product or the refund of the purchase price of any Airborne Visuals Product, at the discretion of the commercial office of Airborne Visuals, Inc.
- 3. Retention of Title:** Title in all goods and services provided will remain with Airborne Visuals until full payment, including interest or penalties where applicable, is received. Title will also vest in all proceeds of our goods that are transferred to any third parties.
- 4. Governing Law:** Any disputes arising from any Airborne Visuals order entered in the United States of America shall be subject to the laws of the State of New York and shall be submitted to binding arbitration according to the rules of the American Arbitration Association. This arbitration shall be carried out in the City of New York at a date and location determined by the parties and arbitrator.
- 5. Impossibility of performance:** Should one or more of the provisions in this contract be voided by statute or public policy of the location where it is executed, all other terms and provisions shall remain valid and enforceable. All voided clauses shall resume their effect as soon as the reason for inapplicability has ceased. Acts of God, acts of state, war, disturbance or strike, acts of nature, fire, law or judicial decisions shall be deemed as force majeure events and will constitute impossibility of performance. In the event of temporary impossibility, performance of the contract shall resume on the same terms once the reason for non-performance has ceased.
- 6. Termination of Relationship:** Upon the breach of any of the obligations of this contract, in particular, non-payment or delay in payment of any outstanding balances, we may, at our own choosing, terminate the relationship with any customer. Termination of the relationship shall not relieve the customer of any of its obligations.

Warranty Policy

Airborne Visuals guarantees their product under a series of warranties for **manufacturing defects**. Under the warranty policies, product believed to be a manufacturing defect will be repaired and/or replaced upon inspection of the issue. The customer is responsible for shipping the product to Airborne Visuals for inspection. At the discretion of Airborne Visuals, if the issue is deemed a manufacturing defect, the product will be repaired and/or replaced and returned to the customer at **no cost standard ground shipping**. Free replacement products cannot be sent until an assessment of the supposed defective product is made. At the discretion of Airborne Visuals, if the received product is deemed not to be a manufacturing defect, the customer will be notified and the product may be repaired and/or replaced at the customer's cost. Shipping charges will be the customer's responsibility for any items needing expedited shipping. Issues that are **not covered under the warranties** include but are not limited to: Mistreatment of product, Unauthorized alteration, Natural disasters, Incorrect use, Theft, Loss, Vandalism, Destruction, Damages occurred while in transit.

Terms & Conditions

Upon the acceptance of delivery, you agree that the package(s) have arrived without any visible shipping damage. **If shipping damage is noted, sign for the delivery as damaged** and contact Airborne Visuals immediately. Failure to sign for the package(s) as damaged, refusal of the package, or neglecting to note **after 3 business days** any damage that may have occurred during the shipping process will be treated as a warranty claim and are subject to the terms and conditions of our warranty. The option to issue a return label/call tag is at the discretion of Airborne Visuals for any warranty or claim situation and any product **outside of 72 hours** will not have the option for a return label/call tag. All goods, even when shipped by us, are transported at the risk of the recipient.

Airborne Visuals reserves the right to request documentation in the forms of photos, copies of packing slips and the like to ensure the issue is resolved promptly. "Standard questions" may also be asked in order to provide accurate and timely customer service. Failure to provide the necessary information requested by an Airborne Visuals Representative may delay the claim process. An RMA/Case number may be issued depending on the warranty/claim. This number must be used in regards to all correspondence with the issue and adhered to any packaging sent to Airborne Visuals for assessment. Failure to adhere RMA/Case information to a package will delay the claim/warranty process.

Should you need to return a product due to order cancellation or any reason other than a warranty matter, Airborne Visuals reserves the right to carry out a full inspection of the product before accepting the return. All returns of this nature must be noted to an Airborne Visuals Representative **72 hours after receipt** of the product and are susceptible to a **25% restocking fee/charge**. **Airborne Visuals will not accept the return of a used or custom made product or graphic**. Product should be returned in the manner in which it was received.

Order cancellations must be confirmed and approved by an Airborne Visuals Representative. The cancellation of a production order for which Airborne Visuals has incurred costs (design time or raw materials, e.g.) may result in Airborne Visuals fully charging for materials and labor, or imposing a minimum cancellation fee of up to 50% of the purchase/sale price.

Color proofing: Our low-resolution electronic proofs should not be used to evaluate color due to variations in monitors. Please use the e-proof as verification of content and placement only. Image defects may not be visible unless the original is viewed at 100 percent. We recommend that files be between 125-150 dpi at final size. Resolutions less than recommended may yield less than optimal results.

We use CMYK digital printing process. If you provide us with pantone color, we will match defined colors as closely as possible, however the 100% reproduction of defined colors (PANTONE, RAL) is not possible. If you are concerned about color matching, we recommend printing a sample at additional cost and production time.

Airborne Visuals reserves **the right to change prices or product designs** as well as discontinue a product at any time without further notice. If a product is noted as defective that is a discontinued product; an exchange to an equivalent product will be offered or an upgrade to a premium product (at the discretion of Airborne Visuals) will be available with the customer responsible for the difference in cost.

Airborne Visuals guarantees the quality and functionality of its products when used in the correct manner. Failure to comply with Warranty Terms & Conditions may result in additional charges and fees, determined at the discretion of Airborne Visuals. In cases of warranty disputes, Airborne Visuals reserves the right of the final judgment and/or decision on the nature and cause of damage and the fair and applicable warranty response and/or solution.