

General Terms and Agreement Archival Prints LLC Web-Site, Products and Services

Acceptance of Contract Terms - These terms and conditions ("Agreement") apply to the purchase of merchandise and/or services sold in the United States and Internationally by Archival Prints LLC, including its affiliates or subsidiaries. By accepting delivery of the merchandise, Customer accepts and is bound to the terms and conditions of this Agreement. If Customer does not wish to be bound by this Agreement, notify Archival Prints LLC and return purchase pursuant to Archival Prints LLC Return Policy. This agreement shall apply unless: 1) a separate purchase agreement has been authored with Archival Prints LLC, in which case the separate agreement will govern, or 2) other Archival Prints LLC Terms and Conditions apply to the transaction. Continued usage of Archival Prints LLC products, services and web-site constitutes agreement to these terms by the user.

Terms of Service – Customers requesting custom orders must approve samples and complete the Archival Prints LLC “Approval Agreement” form online prior to commencement of production. Turnaround time is normally between two and three weeks for print reproduction and four to six weeks for surfboards. Any item can be shipped to any location.

The rates and charges provided in the agreement will be effective from the first day following Customer's online acceptance of the “Approval Agreement” form at www.archivalprints.net. Payments are due upon acceptance of the order by Archival Prints LLC, unless alternative terms have been approved by Archival Prints LLC. Fees for services are subject to change and are not binding until the “Approval Agreement” form has been accepted by both Customer and Archival Prints LLC. This “Approval Agreement” is not assignable or transferable by either party without the prior written consent of the other party. This “Approval Agreement” is binding when executed by Customer and subsequently accepted by Archival Prints LLC.

Return/Exchange Policy - Archival Prints LLC is committed to providing superb Customer Service. However, if you are not satisfied with your merchandise, we will make every effort to aid in resolution. (Exception: We do not accept or authorize any returns on custom orders.) Please contact us at info@archivalprints.net before returning any item. All unauthorized returns will be refused.

Archival Prints LLC reserves the right to final decision on product returns. Our policy is to offer replacement with a product of equal or greater value only. Contact us directly before attempting to return to obtain a Return Material Authorization Number to include with your return/exchange. Returned/Exchanged item needs to be received by Archival Prints LLC within 14 days (U.S. and Territories) from original delivery; within 30 days on International returns/exchanges. Please allow 7-10 days for your refund/exchange to be processed once Archival Prints LLC documents receipt of the item.

Customer must return merchandise to Archival Prints LLC in original or equivalent packaging. Customer is responsible for risk of loss, shipping and handling fees for returning or exchanging merchandise. After Archival Prints LLC has received the merchandise to be exchanged and evaluated/accepted the contents, Customer is also responsible for shipping and handling fee for shipping the exchanged merchandise. Damage, misuse, neglect, or other related problems on the part of the customer will not warrant a return by Archival Prints LLC. There will be a Minimum 20% restocking fee on any return. Shipping and handling fees are not refundable. No refund or exchange will be given on any custom ordered items. A higher restock fee may apply outside of 30 days from date delivered to Customer. No return or exchange on damaged items. All items are inspected at time of ship. Customer must inspect again at delivery and call immediately if merchandise appears to be damaged, or not functional, at time of unpacking.

Guidelines for Users regarding E-mail - Customer agrees to follow the accepted use policies that govern Internet e-mail, and refrain from using the service to transmit "spam" or other unwanted solicitations, or any material that is harassing, threatening, racially offensive, obscene, abusive, harmful, defamatory, invasive of another's privacy, infringing of another's intellectual property rights, or illegal.

Information retention and disposal - Archival Prints LLC retains personal information for as long as there is a business need for it or as applicable laws or regulations or government orders require it to be retained. Examples of this are Name, E-mail address, Demographic Data, Ordered Items and Payment Totals. No identifying credit/debit card information is retained. When personal information is disposed, reasonable procedures are used to erase or render personal information unreadable after disposal. Collected information is used to respond to customer requests, complete transactions, provide our services, anticipate and resolve actual or potential problems.

We also use personal information to develop and modify our merchandise and services and to inform you of products, services, and offers that we believe you may find of interest. We do not sell, rent, or lease personal information to third parties for their marketing purposes.

Termination - Either party may terminate the agreement. Please be aware that all accrued payment obligations shall survive the expiration or termination of the agreement. You will be responsible for any and all payments due and owing regardless of termination of the agreement and they must be paid immediately.

Standard Practice - Services that are paid "half down" will not receive a refund if the contract is broken or terminated by the customer prior to completion. Archival Prints LLC is not responsible for pricing, typographical, or other errors I and reserves the right to cancel any orders resulting from such errors. Archival Prints LLC may invoice parts of an order separately. Services paid for on custom orders are not refundable in whole or in part for any reason.

Changes in Orders and Customer Service - Requests that are received via E-mail or telephone will be handled in a timely manner by Archival Prints LLC. Your request will be treated with importance, and Archival Prints LLC will attempt to satisfy the request if it is within the scope and means of your agreement. Requests that require that we ask / query additional information will be on hold until such request is satisfied by customer. If the needed information is not provided to satisfy the request, the request will be treated as withdrawn by customer and no further change will be made, your project / order will remain as it was prior to the request.

Shipping Charges; Taxes; Title; Risk of Loss - Shipping and handling are additional to the merchandise and are always the responsibility of the Customer; unless otherwise expressly indicated at the time of sale. Title to merchandise passes from Archival Prints LLC to Customer upon shipment. Archival Prints LLC must be notified within 14 days of the date of your invoice if you believe any part of your purchase is missing, wrong or damaged. Unless Archival Prints LLC is provided with a valid and correct tax exemption certificate applicable to purchase, Customer is responsible for sales and other taxes associated with the order. Shipping dates are estimates only. See Shipping Information for specific rates and delivery information.

Use Restrictions/Copyrights- It is the Customer's responsibility to obtain license or rights to use any copyrighted material (content, images, etc.) that will be provided by the Customer and used in the development of the Customer's custom project. Archival Prints LLC will not utilize material that infringes on the copyrights of others to use in production of Customer's project.

In the event that license or rights are not obtained to use any copyrighted material and a lawsuit is filed; Customer will be responsible for all court costs, fines and any other sanctions that may occur to Archival Prints LLC as a result of Customer's failure to obtain the proper license or rights to use any copyrighted materials.

Any portion of copied pages that include Archival Prints LLC design work and development must carry copyright and reference information indefinitely unless approved otherwise by express written consent of Archival Prints LLC. No portion of pictures, artwork, documentation or pages may be sold or otherwise transferred to any other person for review or use without the express written consent of Archival Prints LLC. Projects are developed for single Customer use. Use of products or design for other than the original customer, online ordering, or project is not authorized without the express written consent of Archival Prints LLC. Permission is granted to display, copy, distribute and download the materials on this Site for personal, non-commercial use only, provided there is no modification of the materials and that all copyright and other proprietary notices contained in the materials is retained. This permission terminates automatically if any of these terms or conditions is breached. Upon termination, it is mandatory that any downloaded and printed materials be immediately destroyed. Use of any portion of this website on a different web-site (Different Name, More than one server with a similar name, A different URL, etc.) will be considered a violation of copyright.

Archival Prints LLC contact, credit and disclaimer information must remain intact, and unaltered in their original form and place. Any alterations to pages may carry an appended or "added" copyright that follows the original pre-approved use of the same.

Insufficient Funds - Any payment returned for any reason, will be assessed a \$25.00 Insufficient Funds Fee. If your credit card transaction is originally approved, completed through our payment system, then charged back or refused for any reason (Bank Charge Back) other than by Archival Prints LLC refunding your payment (Credit Card Refund), a \$25.00 Chargeback fee will be charged to cover our bank charges. If payment was for merchandise or other tangible goods, Customer must immediately return any item purchased in good condition with all original packaging, documents and accessories for Archival Prints LLC to hold until funds have cleared

If this amount is not covered with Archival Prints LLC within 7 days of receipt of formal written notification from Archival Prints LLC, the account will be turned over to a collection agency or a garnishment may be initiated to collect this debt. If payment was for merchandise or other tangible goods, immediately return any item purchased in good condition with all original packaging, documents and accessories for Archival Prints LLC to hold until funds have cleared.

Customer will be responsible for any reasonable expenses that are incurred as a result of attempting to collect a debt including but not limited to collection agency fees, Court costs and/or attorney fees.

Unclaimed Parts / Product - Items ordered/purchased must be picked up (and paid for if applicable) within 30 days. Any un-claimed merchandise will become property of Archival Prints LLC after 30 days.

Data Loss - Archival Prints LLC will not be responsible for data loss or resulting damages on data transferred electronically whether online or by hardware media (Floppy, Zip, CD). Archival Prints LLC strongly suggests backing up an data prior to submission to Archival Prints LLC.

Archival Prints LLC is not responsible for damage to original goods (artwork, hardware media, equipment) submitted by Customer. As most media is delivered to Archival Prints LLC, it is our policy and our constant commitment to take the utmost care of property and Archival Prints LLC will strive to return it in as good as, or better condition than in which it arrived. If any damage is noticed at time of delivery, every effort will be made to note it on the paperwork, however it is possible that some damage will not be seen until later review. Archival Prints LLC will notify the Customer immediately upon observation of any irregularities to Customer property.

General Disclaimer Regarding Hyperlinks - Archival Prints LLC does not represent or endorse the accuracy or reliability of any of the information, content or advertisements from any of the products or services contained on Externally Linked sites not within this

website nor the quality of any products or information or materials displayed, purchased, or obtained by you as a result of an advertisement or any other information in connection with those web-sites.

In no event shall Archival Prints LLC liable for any direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever with respect to the service, the materials and the products of any and all advertisers and individuals who utilize the services of Archival Prints LLC.

Suitability/Third Party Companies/Reseller Products - Surfboards done by Archival Prints LLC will be shaped by Jeff Timpone of Timpone Surfboards and glassed by Dave gott of Gott Glassing; both located on Maui. Archival Prints LLC will only assume responsibility for services provided by Jeff Timpone and Dave Gott.

Archival Prints LLC, its agents, contractors, employees and subsidiaries shall not be responsible for liability regarding the suitability of products and services for the customer usage or the prices, fees and policies there of. Archival Prints LLC presents available viable options and advises that end decision on the best product or service for the Customer's specific need is up to the Customer. Certain companies set their own pricing, fees, policies, taxes and practices, and Archival Prints LLC cannot be held liable for referral to their services. If Archival Prints LLC quotes or refers to any of these services, the account is between the customer and the third party - not with Archival Prints LLC. Customer is fully responsible to research, question and be aware of these practices & fees prior to agreement to have Archival Prints LLC setup this service as a reseller/referral. Use of Archival Prints LLC services, payment for merchandise, or signature on our Approval Agreement constitutes agreement to this.

Services not rendered - Archival Prints LLC will not be responsible for damages, fees incurred, or any other types of refunds, charges or payments for any work not performed by us. Work by the Customer, an agent of, or any other technician or facility on an item will void any responsibility or warranty either written or implied. This includes work that is recommended by, but not performed by us.

Archival Prints LLC reserves the right to update these terms without notification. Terms can be viewed online at www.archivalprints.net. If any part of these terms become unenforceable, the remainder of the terms shall remain in full force and effect. These terms of agreement cover all existing Customers and future Customers of Archival Prints LLC.