



TERMS AND CONDITIONS

All purchases made from Vivid Forms or its authorized Sales Agencies shall be deemed as an acknowledgment and acceptance of the terms delineated herein, which may be subject to updates or revisions. These Terms and Conditions serve as the comprehensive agreement between Vivid Forms and the Purchaser, prevailing over any prior written or verbal communications exchanged between the parties.

ORDER ACCEPTANCE

All orders are contingent upon approval by Vivid Forms, which retains the discretion to decline any order. The acceptance of an order is dependent on product availability and Vivid Forms' capacity to fulfill the order. Buyers will be referred to the nearest authorized sales agency in their locality. In instances where a designated area lacks a sales agent, the buyer may directly engage with Vivid Forms for purchases or inquiries. For custom orders, a 25% deposit payment is mandatory before production commencement.

SALES AND TAXES

The prices listed do not encompass Federal, State, or Municipal sales, use, excise, or analogous taxes. Therefore, apart from the specified prices, the Buyer is responsible for remitting any existing or prospective sales, use, excise, or similar taxes relevant to the acquisition or utilization of Vivid Forms equipment. The Buyer is required to furnish Vivid Forms with a tax exemption certificate that meets the criteria set forth by the taxing authorities.

MINIMUM ORDER

\$100 minimum order. \$25 Small Order Fee will be added on orders under \$100.

FREIGHT ALLOWANCE AND F.O.B. POINT

\$3,000 Free Freight Allowed. F.O.B. Lenexa, KS.

CANCELLATIONS

Vivid Forms endeavors to accommodate cancellation requests; however, it cannot assure the halting of shipment for stocked products. Should an order be halted during production or after shipping arrangements

SHIPPING

Typically, orders are shipped within 1 to 5 weeks. Custom orders, however, will be shipped within 12-15 weeks. Vivid Forms will exert its best efforts to adhere to the specified shipment or delivery dates, although these dates are provided as approximations only. The Buyer bears the responsibility for packaging and shipping expenses. Shipping charges will be included in the invoice amount, unless shipping arrangements are made using the purchaser's carrier account or the order qualifies for the free freight policy. Precautionary measures will be taken to safeguard large orders against potential damage during transit, with packaging and crating costs itemized separately. The costs outlined may be preliminary and subject to finalization on the invoice. The transfer of risk of loss and title of goods to the Buyer occurs upon delivery to the designated carrier. Vivid Forms shall not be held accountable for any delays or failures in shipping due to various reasons, including but not limited to Acts of God, fire, flood, labor disputes, governmental regulations, or other uncontrollable circumstances. Vivid Forms will not be liable for any loss of profits or indirect, special, incidental, punitive, or consequential damages resulting from delays or non-delivery, regardless of the cause. Requests for shipping deferral by the Buyer must receive approval from Vivid Forms and may involve negotiations on pricing. Vivid Forms bears no responsibility for cartage or storage charges at the destination. Any claims for loss or damage must be directly reported to the carrier. While Vivid Forms may offer assistance, such actions do not imply liability for claims or replacements.

RETURNS

All custom orders are non-returnable. All goods allowed for return must be accompanied by a valid RMA (Return Merchandise Authorization). The return of merchandise is subject to approval by Vivid Forms and must adhere to the official return policy. Requests for authorization to return merchandise must be submitted within thirty (30) days from the shipment date, except in cases of defective products, and the Buyer must furnish the original Vivid Forms invoice number. To qualify for credit issuance, all returned goods must remain in their original, unopened packaging. Return shipments for refunds will incur shipping costs borne by the buyer. All incoming return packages must prominently display the Return Merchandise Authorization (RMA) number on the exterior of the package and all relevant documentation. Products will undergo inspection upon return, and compliance with these conditions must be confirmed and sanctioned by Vivid Forms before proceeding with the return process. Should the products fail to meet the original resalable condition outlined above, they will be returned to the customer at the customer's expense, without any credits being issued. A minimum restocking fee of 25% will be applied to standard products and deducted from any credits issued for authorized returns of standard products. Credits will only be issued for the actual quantity of products received and accepted, based on the original invoice price. The material must reach Vivid Forms within thirty (30) days of the Return Merchandise Authorization (RMA) issuance and must be a non-discontinued product. Vivid Forms reserves the right to make deductions for any damages incurred during transit. Unauthorized returns will be rejected. Non-stocking, cut-to-length, special, custom-made products, or discontinued items are non-returnable. In cases where the return of goods is attributable to a fault of Vivid Forms and permission is granted for the return, Vivid Forms will provide a full credit refund.