

# MIRRORS DECORATED™ - TERMS AND CONDITIONS

## ACCEPTANCE OF ORDER

- All orders are accepted subject to these terms and conditions (the “Terms”). If for any reason Mirrors Decorated cannot meet the required delivery, you will be notified
- Mirrors Decorated will accept no changes to your order unless done so by email at [changes@mirrorsdecorated.com](mailto:changes@mirrorsdecorated.com) and confirmed by Mirrors Decorated.
- Prepayment of the value of the goods must accompany the order.
- In placing an order with Mirrors Decorated the purchaser accepts the following disclaimer
- Because the mirrors are “works of art” the basic color schemes will remain the same, but allowances will have to be made for color nuances of the paper during the manufacturing process and availability of paper.

## ARTWORK SPECIFICATIONS

All artwork for engraving (logos, text, etc.) must be sent to [art@mirrorsdecorated.com](mailto:art@mirrorsdecorated.com). You will receive an auto-reply when your submission has been received.

- Vector files must be saved in \*.ai, \*.eps, or \*.pdf formats with all text outlined.
- Bitmap files must be saved at a minimum of 600dpi and at 100% of final output size.
- Laser artwork must have halftones and gradients removed prior to submission.
- Personalization lists must be submitted in \*.txt or \*.xls formats
- Artwork will be kept on file for a period of 6 months and then deleted.
- All other file types are not acceptable and will incur a charge of \$25.00 per half hour to convert to an acceptable format.

## PRODUCTION

- The standard production time varies by product line and is approximately 4 - 6 weeks.
- Production time begins upon receipt of signed proof form, payment and shipping information.
- If a proof or spec sample is required, additional production time will be necessary.
- Once an order is in production, no changes can be made.
- Cancellation of an order not yet in production will only be accepted if formal notification has been received at [tuesday@mirrorsdecorated.com](mailto:tuesday@mirrorsdecorated.com) email and confirmed in writing by Mirrors Decorated.

## SHIPPING

- Most orders are shipped via FedEx. Orders that do not indicate shipping instructions will be shipped USPS

## RETURNS

- All returns and allowed exchanges must have prior approval.
- Merchandise found to be incorrect due to Mirrors Decorated error will be replaced at no cost if returned within 30 days receipt of the merchandise.
- Mirrors without engraving may be returned or exchanged within 15 days of receipt of the merchandise. Mirrors must be in re-sell condition. Money will be refunded after inspection of the merchandise.
- Custom colored orders may not be returned.

## **USE OF TRADEMARKS**

Logos shown on mirrors on our web site appear only as a means of demonstrating a variety of ways in which mirrors can be decorated. The use of logos that are trademarks or copyrighted work of other companies are never intended to suggest that Mirrors Decorated owns the rights to those trademarks, or that Mirrors Decorated would make those products featuring the trademarked logos of others available to any purchaser without the permission of the owners of the trademarked or copyrighted art or copy. By submitting any order to us you grant us permission to display and exhibit on our mirrors depicting your trademark or copyrighted material on our web site, in our catalog, in our offices, and in the usual course of business and to distribute the same or similar goods as samples of products available. We agree not to sell or offer for sale any products with your trademarks or copyrighted material without your prior consent.

## **CUSTOMER'S RIGHT TO USE TRADEMARKS AND OTHER INTELLECTUAL PROPERTY**

By submitting an order for custom engraved merchandise to Mirrors Decorated you represent and warrant to Mirrors Decorated that you have the unrestricted right and authority to use, copy and distribute each copyright, trademark, service mark, trade name, logo, statement, portrait, graphic, artwork, photograph, picture or illustration of any person or any other intellectual property (collectively "IP") in the way it is applied to your promotional merchandise. Purchase of merchandise from Mirrors Decorated does not constitute a grant or permission to reproduce IP, nor does it transfer, grant, or lease ownership of any IP to a customer.

By submitting an order using any IP, you represent and warrant that you have written permission from the registered owner of the IP, or are an authorized agent or affiliate of the registered owner of the IP that your requested use does not infringe on the intellectual property rights of another.

No IP may be used in a vulgar, illegal, and/or unlawful manner. Mirrors Decorated assumes no responsibility for damages or any wrong doing that the purchaser may cause using IP. Mirrors Decorated shall not be held liable for the unauthorized, improper, or illegal use of any IP that is applied to promotional merchandise purchased through Mirrors Decorated. Mirrors Decorated will also not accept responsibility or liability for the actions of clients who have misrepresented their ownership of licenses or trademarks. Mirrors Decorated reserves the right to refuse orders from any customer who, in Mirrors Decorated's sole discretion, may or has violated or otherwise infringed upon the intellectual property rights of others. You agree to defend, indemnify and hold harmless Mirrors Decorated, its directors, officers, employees, affiliates, successors, assigns or other representatives from and against any claim, damage, loss or expense, including attorney fees, in connection with Mirrors Decorated's use of any IP pursuant to your request or any misrepresentation by you related to IP.