

PRIMAL



Primal Wear Terms and Conditions

Please read these terms and conditions carefully as they contain specific information about the Primal Wear, Inc (Primal) design and order process.

Art Guidelines:

Primal Custom will create one design for each item requested at no charge to the customer. Additionally, Primal will revise the initial design up to two times at no additional charge. Subsequent revisions will be billed at Primal's standard design rate; currently \$50 per hour. Additional designs, if necessary, will also be billed at Primal's standard art rate.

General Art Information:

For most orders, Primal prints using a state of the art digital print process that allows the use of a nearly unlimited number of colors. Primal prints in CMYK, but will make a best effort to match PMS Colors. No guarantee is made that printed colors will be a perfect match to PMS Colors. For larger orders, Primal may use a cylinder print process using 3, 4, 5 or 6 colors. Primal prints all designs in one scale and cuts to size. As a result, variations in the design and relative scale of each design may be present from size to size. Primal cannot guarantee that design elements that cross seams will align when printed and sewn.

Customer Supplied Logos and Graphics:

All logos and graphics supplied by the customer must be in a print-ready format. Print-ready formats are vector based graphics, typically in .ai, .eps or .pdf formats. All text must be outlined. Any jpeg's must be a minimum of 150dpi and sized appropriately. Primal is not responsible for poor print quality of logos or graphics supplied in formats or sizes that are not suitable for print. **By supplying Primal with logos and/or graphics, the customer agrees that they have permission from the company or companies represented to use the logos and/or graphics supplied.** Primal may rebuild raster graphics, when possible, billed at standard art rate.

Artwork Ownership:

All artwork created by Primal is the property of Primal and is not available for release or use. Primal reserves the right to use customer's name and likeness in any and all promotional materials.

Artwork Approval:

Upon customer approval, the customer acknowledges that additional changes may not be permitted. If changes are permitted, the customer also acknowledges that there will be a delay in delivery. This delay will vary depending on the change(s) to be made and current production volume.

Production, Delivery and Payment:

Minimum Order Quantities:

The minimum order quantity for all items is detailed in the Primal price list. Orders may not be accepted for items that do not meet minimum order requirements. Reorders must meet minimum order requirements.

Order:

Orders submitted by the customer are considered complete and final. Additions to orders will be accepted only as new orders, must meet minimum order requirements and will be invoiced at the rate corresponding to the order quantity. Primal is not able to guarantee that additional orders will be shipped with the same delivery date as the original order.

Delivery:

For domestic orders, delivery will be made via ground service no earlier than 8 weeks from order confirmation (order confirmation implies receipt of order, approval of artwork and down payment). Delivery is typically 8-10 weeks depending on current production volume. Expedited production is not available. Expedited shipping may be available and additional charges related to expedited shipping will be the responsibility of the customer. Primal is not responsible for any delays caused by shipping or customs delays. For international orders, any and all shipping, taxes and duties charges are the responsibility of the customer.

Payment:

Prior to production, a down payment equal to 50% of the invoice total is required. Production will not begin until payment is received and final payment is required prior to delivery.