



TERMS AND CONDITIONS

1. This Terms and Conditions letter serves as a binding agreement ("Agreement") between the Client and Fresh Flours LLC (the "Company") for the Client's order (the "Order").
2. This Agreement can only be modified by a writing signed by both parties hereto. This Agreement may not be assigned or transferred by either party for any reason without the prior written consent of the other party.
3. A fifty percent (50%) deposit ("Deposit") for the Order is required at the time this Agreement is signed. The Order will not be processed until receipt of the required Deposit. The balance of the fee for the Order is due not less than seven (7) days prior to the scheduled delivery date of the Order. The balance shall be paid by Client in cash or by check payable to the Company. In the event full payment of the fee is not timely received as described herein, the Company reserves the right to withhold delivery of the Order.
4. Client shall be entitled to the approval of the graphic design for the Order. In the event Client requests additional design changes following approval of the design for printing, such changes shall be subject to an additional design fee charge.
5. In the event Client *cancel*s the Order for any reason, the Deposit shall be retained by the Company as liquidated damages. If the Client *postpones* the date of Client's Event, the Deposit, exclusive of any amounts already applied to the Order at the time of the postponement, may be applied for a rescheduled date, subject to the Company's availability. If the Company, due solely to its own fault, fails to deliver the Order as stated in the Order confirmation, Client shall be entitled to a replacement, or a full refund of all amounts paid.
6. Client must acknowledge delivery of the Order in writing at the time the Order is delivered. Client shall notify the Company in writing of any alleged complaints, issues, and/or defects with the Order within twenty-four (24) hours of its delivery. The Company reserves the right to inspect all allegedly defective orders prior to the issuance of any replacement or refund, which shall be made in the Company's sole and reasonable discretion. Any complaints not made in writing within twenty-four (24) hours of delivery shall be considered waived.
7. Client shall be responsible for all shipping and shipping costs. Items from the Order are shipped "FOB Origin." Once Client's items have departed the Company's shipping center, the Company is not responsible for any loss, damage, or delay to Client's Order resulting from the shipping process, and/or deliveries to incorrect addresses given to the Company by the Client.
8. The Company shall comply with any rules and regulations of the facility in which Client's event is being held (the "Event Facility") as they relate to Client's Order. Should a conflict arise between the terms of Client's Order, delivery of the Client's Order, and the rules and regulations of the Event Facility, the Event Facility's rules and regulations shall be controlling upon the Company, and the Company shall be bound by same. The Company shall not be held responsible for any losses sustained by Client related to or arising out of such conflict. Client is responsible for providing all necessary information at the time of Order confirmation to avoid such conflicts, and for the Company to provide any required Certificates of Insurance.
9. The Company shall not be liable to Client for any indirect or consequential damages, including, but not limited to, lost time, lost money, lost profits or good-will, whether in contract, tort, strict liability or otherwise, and whether or not such damages are foreseen or unforeseen as a result of the Company's breach of this Agreement.
10. The Company shall have the right to photograph the finished product and Client's consent is hereby given to use such photographs for the purpose of promotion and marketing of Fresh Flours LLC.
11. This Agreement shall be governed by the laws of the State of New York without regard to any of its choice of law provisions. Any legal action arising out of or relating to this Agreement shall be decided under the exclusive jurisdiction of Nassau County, New York.

Please sign below to confirm your understanding and acknowledgement of the terms of this Agreement. Thank you very much for selecting Fresh Flours LLC.

Client _____

Date _____

Fresh Flours LLC _____

Date _____