

Terms & Conditions of Use for Accuform & Accuform.com

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Welcome to Accuform Signs! That's what you hear when contacting us by phone, and that's the service we carry-forth to Accuform.com throughout each of your clicks.

By using Accuform.com, you agree to these conditions. Please read these carefully, print if needed. Where "Buyer" is noted in this document, this refers to you as the Buyer. Where "seller", "we" or "us" is used, that refers to Accuform Signs.

CUSTOMER SERVICE

To place an order, or for general product and pricing information, quotes, or returns, contact customer service at 1.800.237.1001. See additional worldwide numbers below. Orders may also be placed online through this website. Online orders will be immediately processed by Accuform Signs. If you are not an Accuform Signs Distributor Partner, your contact information will be forwarded to one of our partners post-order.

PRODUCT QUOTATIONS

We frequently quote on items, materials and large quantities not found within this website or our print catalog. For detailed quotations, contact customer service at 1.800.237.1001. See additional worldwide numbers below.

ACCEPTANCE OF ORDERS

Acceptance of orders, contrary terms, and acceptance of Buyer's order are conditioned upon Buyer's assent to the following terms and conditions. Any inconsistent provisions of any purchase order or other writing shall not constitute a part of the contract of sale. If any of these items are not acceptable to Buyer, Accuform Signs must be notified immediately.

PRODUCT SPECIFICATIONS

Product colors, material choices, and other specifications are subject to change without notice and may vary. Colors are reproduced as accurately as possible. Items may be discontinued at any time without notice.

PRODUCT DESCRIPTIONS

Accuform Signs attempts to be as accurate as possible. However, Accuform Signs does not warrant that product descriptions or other content of Accuform.com is accurate, complete,

reliable, current, or error-free. If a product offered by Accuform Signs itself is not as described, your sole remedy is to return it in unused condition.

BILINGUAL PRODUCT DISCLAIMER

We make no warranty, expressed or implied that the translations throughout this website, and our print catalog, are in fact the dialect used within your geographic region. If you require a specific translation, please provide it in writing with your order. If we are asked to provide translation, it will be in the dialect of our choosing unless otherwise specifically directed.

MATCHING OF COLORS

Products, and art proofs, are viewable by computers connected to the Internet. These computers may view Accuform Signs products solely through their computer screens ("Monitors"). Monitors may be configured to display images and colors in a variety of ways, both through the use of hardware set-up and software set-up. There are many possible settings for Monitors and there is no true uniform standard to which all Monitors conform. What may look one way on one monitor, will look different on another.

Further, computer monitors display images with light and use a standard known as RGB to do so. Accuform Signs produces products in a variety of ways (CMYK, and others) that do not use light.

As such, you agree that Accuform Signs does not guarantee that the colors as they appear on the screen will look the same as the colors as they appear on the purchased product. Accuform Signs works hard to make the colors on the screen be as true as possible to the printed colors, however, the differences in Monitors and the differences between light and pigment make it impossible to guarantee matching colors for all Users. Light at your workstation may also interfere with appearance of colors.

ARTWORK PROOFS

Proofs are available upon request. Signed approval may be required prior to production.

Requests for artwork proofs may delay shipment of your order. Artwork, type, films, dies, tapes, disks or other items supplied or designed by us shall remain our property.

PRODUCT PRICING

Prices on this website, and within our print catalog, reflect list price cost in U.S. currency and are current at the time of publication. Prices do not include any freight or taxes. We reserve the right to change prices without notice. Despite our best efforts, a small number of the items may be mispriced. If the correct price of an item sold by Accuform Signs is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

TAX: Taxes will be collected where applicable by law.

SHIPPING OF YOUR ORDER

REGULAR SHIPPING: Unless otherwise noted by Buyer, goods will be shipped via carriers of our choice, typically FedEx, UPS, Purolator (Canada). Contact us for specific shipping terms. Varying shipping terms may apply to Alaska, Hawaii, and Caribbean islands, Africa, Europe, Central America, South America, Asia and Oceania. We are not responsible for incorrect address charges, and these charges will be billed. Due to

regulatory requirements, me items must ship via ground.

TRUCK SHIPMENTS (LTL - Less than Truckload): We are committed to getting items only transportable by truck to you in excellent condition, and in a timely manner. We know that your business depends on speed and convenience. To assist in providing advance notice on items that **MUST** ship by truck, we have identified those items with a truck icon throughout this catalog. If you do not have a preferred LTL carrier we will help determine the best carrier for your order. On occasion, large quantity orders may be more cost effective to ship via LTL carrier; in these instances you will be notified prior to shipment.

DAMAGED SHIPMENTS: Buyer should inspect all items upon receipt. If damage occurs in transit, Buyer should note the extent of the damages on the packing slip and contact us immediately. Our responsibility for loss or damaged items ceases when the carrier accepts the products for shipment.

RETURN AND REFUND POLICY

You agree that Accuform Signs guarantees the products it sells are free from manufacturing defects and as such will be good for 30 days after purchase of the product. If the product fails or breaks due to a manufacturing defect during that time, you agree to take a photograph of the failed or broken product and send the photograph or the original failed or broken product to Accuform Signs. Upon receipt of the product or the photograph, Accuform Signs will send a replacement of the product or will issue credit for the purchase value of the failed or broken product(s).

Accuform Signs does not guarantee or warrant that its products will work for any intended purpose or in any set of conditions. You agree that the determination of whether a products failure or breakage is due to a manufacturing defect is within the sole discretion of Accuform Signs. You further agree to provide full and complete information regarding the circumstances of the failure or breakage, including but not limited to the use of the product, the conditions the product was in, and any other information useful to an informed determination by Accuform Signs as to the cause of the failure or breakage.

RETURN PROCEDURES: If you need to return any stock product, please contact customer service. A restocking fee may apply. Custom items (including Modify It!, Personalize It! and semi-custom) are not returnable.

PRIVACY

For our full policy please [click here](#).

ELECTRONIC COMMUNICATIONS

When you use Accuform.com, or send e-mails to us, you are communicating with us electronically. You consent to receive return communications from us electronically. We will communicate with you by e-mail, phone or by posting notices on Accuform.com. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

BULK EMAILS: Accuform Signs send several bulk emails per month. You can unsubscribe directly at the bottom of one of these emails. You may also contact customerservice@accuform.com with your request.

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- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

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[Click here to see a full list of Accuform Signs registered and non-registered Trademarks.](#)

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USE OF TRADEMARKS AND LOGOS: Buyer represents that it has the right to use all logos, trademarks, service marks, trade names, and all other related artwork to be printed. In consideration of the acceptance of this order, Buyer warrants that the finished article is not and will not be an infringement of any valid trademark, service mark, copyright, patent, or similar right. Buyer agrees, at Buyer's own expense, to fully indemnify, hold harmless and defend us, our agents, employees, officers, and successors from and against any and all liability and costs arising from or in connection with any claim or legal action brought against us charging such infringement. *We reserve the right to refuse to print anything we deem to contain improper or infringing artwork.* **We reserve the right to use product images and samples in promotional applications.**

YOUR ACCUFORM.COM USER ACCOUNT

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Accuform reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

POSTED REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Customer are welcome to post user-reviews, comments, and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead other Accuform.com users. Accuform Signs reserves the right (but not the obligation) to remove or edit such content.

If you do post content or submit material, and unless we indicate otherwise, you grant Accuform Signs a nonexclusive, royalty-free, perpetual, irrevocable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Accuform Signs the right to use the name that you submit in connection with such content. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you

will indemnify Accuform Signs for all claims resulting from content you supply. Accuform Signs takes no responsibility and assumes no liability for any content posted by you or any third party.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

[For our full policy please click here.](#)

APPLICABLE LAW

This Agreement is governed by, and construed in accordance with, the Laws of the State of Florida, United States of America, without regard to the conflict of law provisions thereof. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to sales on Accuform.com.

You irrevocably and unconditionally agree that you shall not commence any action, litigation or proceeding of any kind whatsoever against Accuform Signs in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than a state or federal courts located in Hernando County, Florida. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

HOW TO CONTACT ACCUFORM SIGNS IN THE UNITED STATES

ACCUFORM SIGNS

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WEB: www.accuform.com
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FAX: 800.394.4001
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HOW TO CONTACT ACCUFORM SIGNS OUTSIDE OF THE UNITED STATES

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