

Quotations and orders are in Canadian Dollars and do not include taxes or shipping charges unless otherwise stated. Custom orders are non-refundable once production has commenced.

STOCK ORDERS

- Unused goods may be exchanged for another product within 14 days of the date of purchase. Products may be returned within 7 days of the date of purchase and are subject to a 15% re-stocking fee. Exchanges and returns are not allowed on goods that have been special ordered or on-sale items.
- Customers are responsible for all shipping charges associated with exchanges or returns. Liability for lost or damaged merchandise, as well as responsibility for freight claims, rests with the customer. Shipments sent collect to The Flag Shop will be refused.
- The Flag Shop strives to ensure that every product we sell meets our quality standards. However, should you receive a defective item, please contact us immediately and we will take care of you.

CUSTOM QUOTES

- Quotations issued assume that complete information has been provided to us at time of quoting. Unless otherwise specified, quotes are for immediate acceptance and subject to change at any time before acceptance of the order.
- Unless prior arrangements have been made, 10% over or under of quantity ordered is considered completion of the order. Overages/underages will be charged/credited at the same unit rate.

ARTWORK

- Artwork must be submitted as per [The Flag Shop Pre-Press Guidelines](#).
- Art layouts for custom quotes will be provided for customer approval. Any delay in customer approving art layout may delay delivery dates.
- Digital art files prepared by The Flag Shop remain the property of The Flag Shop for the exclusive use of the customer.
- Customer warrants that the design supplied does not infringe upon a third party's copyright, trademark or other protected rights and agrees to indemnify and hold harmless The Flag Shop from any and all claims arising out of such an infringement.

ORDER CONFIRMATION

- Acceptance of our Order Confirmation document signifies that the customer has reviewed the document carefully to confirm accuracy and agrees to the terms and conditions contained herein.
- Production will commence upon receipt of your signed Order Confirmation. Changes to your order may not be possible once production is underway.

- In situations where the Order Confirmation has been signed but production has not yet begun, any modification and/or cancellation of the order will be subject to a change or cancellation fee. For cancellations, deposit amounts remaining (if applicable) will remain on the customer's account as a credit for use within the following 12 month period.
- In situations where production has already commenced, modifications are not possible and orders cannot be cancelled and must be paid for in full. Cancelled orders will be recycled, restocked, sold or otherwise disposed of without reimbursement of any kind.

DELIVERY

- All orders are FOB The Flag Shop Calgary unless otherwise agreed to. Orders shipped collect or on third-party billing are considered delivered when they are picked up by the carrier. Claims for lost or damaged shipments are the responsibility of the customer.
- We pride ourselves on ensuring that customers are happy with their purchases. All products are inspected before shipment. However, if there are shortages, damage or any problems at all with your order, notify us within 7 days of receiving the order, and we will make every effort to rectify the situation without delay. Products shall not to be returned to The Flag Shop without prior approval.
- If goods are undeliverable, customer deposits are forfeited and balances owing remain due and payable. Undeliverable goods will be held for a maximum of 30 days, then recycled, restocked, sold or otherwise disposed of without reimbursement of any kind.

CREDIT TERMS

- New customers must provide a 50% deposit prior to an order being placed. Balance is due before the order is shipped.
- For customers with pre-approved credit terms, invoices are Net 30 days. A service charge of 2.0% per month, compounded monthly and payable without notice or demand, on the purchase price or balance outstanding as well as any overdue interest, will be charged on all overdue balances (26.82% per annum).
- The Flag Shop reserves the right to change credit terms at any time and to request guarantees, security, or payment in advance for any order.

INSTALLATIONS

- The Flag Shop cannot be held responsible for any damage resulting from incorrect installation and/or faulty hardware when same is provided by the customer and/or the customer's independent contractor. Customers are responsible for ensuring that all products are inspected upon delivery and prior to release to independent contractors.
- Local signage bylaws may apply to banners and flags. Indoor displays in public places may require treatment with fire retardant. Any permits, licenses or other legal requirements that may apply are the responsibility of the customer.

WARRANTY

- We are proud of our work and use high quality materials, hardware and workmanship in the production of our products. However, we cannot guarantee any damages due to weather conditions, acts of God, vandalism, misuses, abuse, neglect, normal or improper wear & tear (including but not limited to burning, scratches, scuffs, watermarks), improper installation, excessive use or accidents, or products used in any way other than intended. Unless otherwise agreed to by The Flag Shop in writing, The Flag Shop makes no warranties, expressed or implied.
- In no event shall The Flag Shop be liable for incidental or consequential damages.

PRIVACY POLICY

We will only use or disclose customer's personal information where necessary to fulfill the purposes identified at the time of collection. We will not use or disclose customer's personal information for any purpose unless we obtain consent to do so. We do not sell customer lists or personal information.

FORCE MAJEURE

The Flag Shop cannot be held responsible for delays caused by Act of God, strikes, fires, accidents, material shortages, carrier delays, war or threat of war, import or export embargoes, civil disturbance, government restrictions, power failure, mechanical breakdown or any other causes beyond The Flag Shop's control.

GENERAL

- The Flag Shop reserves the right to photograph the customer's finished product and use the photographs for promotional purposes, unless the customer denies permission, which must be provided to The Flag Shop in writing.
- The Flag Shop reserves the right to use testimonials offered by the customer for promotional purposes.
- These terms and conditions are applicable to orders placed at The Flag Shop Calgary location only. Orders placed at any of the other The Flag Shop franchise locations are subject to terms and conditions set by each location.

The Flag Shop is a registered trade name of Textile Image Inc.

Customer Name: _____

Approval Date: _____

Signature: _____