

## Terms & Conditions | 3tree Marketing Company

We strive to exceed expectations so if there is an issue with your order, please contact us immediately and we'll work to remedy the situation fairly and promptly. We value service as well as the partnership with all of our clients and will work with you and your team to maintain your satisfaction with 3tree Marketing Company.

This document coincides with all 3tree Marketing Company's Approval Documents which include but are not limited to Estimates, Sales Orders, Artwork Approvals, and Proposals. By approving, signing, or otherwise accepting this estimate, proposal, or any related documentation via email, e-signature, or other written form of communication, Customer acknowledges they have read, understood, and agreed to 3tree Marketing Company's Terms & Conditions available at <https://www.3treemarketing.com/terms>, including all referenced clauses, as of the posted effective date.

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### 1. Timely Delivery

3tree Marketing Co. ("Vendor") shall use commercially reasonable efforts to ensure that each product delivered to Customer and/or its designee is made within the time frames requested by Customer via email, verbal agreement, or within accepted Purchase Orders ("PO"). From time to time, Vendor may be unable to meet the Due Date set forth in an accepted PO due to supply chain issues outside of Vendor's control including, but not limited to, customs hold, freight complications, natural disasters, acts of God, pandemics, supplier inventory, or production issues. Vendor shall provide Customer notice of delivery delays within a reasonable amount of time after being informed of said delay. Customer acknowledges and accepts these delivery risks. Given the nature of customized and decorated products, all orders are non-refundable.

### 2. Cancellations

Customer understands that Vendor will purchase all necessary product and materials required for decoration and delivery for Customer's project or event. Any cancellations following material purchase, setup, or decoration unfortunately cannot be accepted.

### 3. Return Policy

Vendor is dedicated to providing accurate and high-quality, customized products and materials. However, due to the customized nature of Vendor's products, Vendor cannot accept returns for customized items that pass Vendor's production quality standards. Products that appear faulty or damaged must be acknowledged and submitted in writing to Vendor within 5 days of product receipt.

### 4. Force Majeure

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, pandemics, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

### 5. Right to Contract

Customer and Vendor warrant that each have the right to enter into this Agreement and to agree to its terms.

### 6. Intellectual Property

a. Customer warrants that it has title to the Trademarks and the right to license or to sublicense the Trademarks.

b. Customer warrants that the services and deliverables in this Agreement do not infringe any third party Intellectual Property Right and Vendor has the complete right and authority to provide such Services and Deliverables to Customer without the approval or consent of any third party.

## **7. Indemnification**

Customer shall indemnify and hold harmless Vendor and its officers, directors, agents, and employees (collectively "Vendor Indemnitees"), from any and all loss, liability, damage, cost or expense (including reasonable counsel fees and costs, whether or not in connection with litigation) to the extent arising out of any claims or suits brought or made against Vendor or any Vendor Indemnitees arising out of or in connection with:

- a. any activities of Customer related to this Agreement or to any of the matters herein contained;
- b. any breach or alleged breach by Customer of any warranty, covenant, or obligation contained in this Agreement;
- c. any infringement or violation of any copyrights, patents, trademarks, trade secrets, or other intellectual property or proprietary rights of any third party in connection with the Licensed Products, Copyright Materials, or Production Materials.

## **8. Notification Requirement**

Vendor shall provide Customer with prompt written notice, cooperation, and assistance relative to any such claim or suit. Customer shall have the option to undertake and conduct the defense of any suit so brought, provided, that Customer regularly consults with Vendor regarding such defense. Customer will not enter into any settlement of any claims or suits without the prior written approval of Vendor, which consent shall not be unreasonably withheld. If Customer undertakes such defense and Vendor nevertheless retains its own counsel to monitor such defense, Vendor shall be solely responsible for the fees and any other expenses related to such counsel. This agreement to indemnify shall survive the expiration or earlier termination of this Agreement.

## **9. Tariffs and Uncontrollable Trade Increases**

Pricing is based on trade agreements, duties, tariffs, freight charges, and raw material costs in effect at the time of proposal and approval. Customer acknowledges that these costs may change due to factors beyond Vendor's control, including but not limited to international trade policy changes, customs regulations, global supply chain disruptions, or governmental action.

In the event of a material cost increase resulting from such uncontrollable circumstances occurring after Customer's approval but prior to final delivery, Vendor reserves the right to adjust the final invoice to reflect the increased cost. Vendor agrees to notify Customer of any such increases promptly, provide documentation where applicable, and make reasonable efforts to mitigate such costs.

Approval to proceed with production constitutes Customer's acknowledgment and acceptance of this clause. All such cost adjustments shall be applied in good faith and on a pass-through basis without markup.

## **10. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in Milwaukee County, Wisconsin, and the parties hereby consent to the personal jurisdiction and venue therein.

## **11. Limitation of Liability**

Except in cases of gross negligence or willful misconduct, Vendor's liability for any claim arising out of this Agreement shall not exceed the total amount paid by Customer for the specific order giving rise to such claim. In no event shall Vendor be liable for any indirect, incidental, punitive, special, or consequential damages, including but not limited to lost profits, business interruption, or loss of data.

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