

Terms & Conditions | 3tree Marketing Company

At 3tree Marketing Company, we strive to exceed expectations. If there is ever an issue with your order, please contact us immediately and we will work to resolve the situation fairly and promptly. We value service and partnership, and our goal is to maintain your complete satisfaction with 3tree Marketing Company.

These Terms & Conditions apply to all 3tree Marketing Company Approval Documents, including but not limited to Estimates, Sales Orders, Artwork Approvals, and Proposals. By approving, signing, or otherwise accepting any related documentation (via email, e-signature, or other written form), Customer acknowledges that they have read, understood, and agreed to these Terms & Conditions, (available at www.3treemarketing.com/terms-conditions) as updated on the effective date shown below.

1. Client Responsibilities & Approvals

Customer is responsible for reviewing and approving all artwork, proofs, and order details (including quantities, colors, decoration methods, and shipping addresses). Approval of any proof or order confirmation constitutes final acceptance of product specifications.

Customized products are produced in accordance with industry-standard practices. Slight variations in color, placement, or sizing shall not be deemed defects. If delivered products conform to the approved proof and industry standards, they are deemed accepted and non-returnable.

2. Timely Delivery & Event Dates

3tree Marketing Company ("Vendor") will use commercially reasonable efforts to meet requested in-hands dates. Customer acknowledges that production schedules depend on timely approvals, payment, and supply chain factors outside of Vendor's control. Vendor is not liable for missed event dates caused by delays in approvals, late payment, carrier delays, customs clearance, supplier shortages, natural disasters, pandemics, or other causes beyond Vendor's control. Delivery carriers (UPS, FedEx, DHL, etc.) are independent third parties. Vendor is not responsible for carrier delays, misrouting, or delivery errors once the order has shipped.

Given the customized nature of decorated products, all orders are non-refundable.

3. Cancellations

Customer understands that Vendor must purchase materials and allocate production resources promptly after order approval. Cancellations following material purchase, setup, or decoration cannot be accepted. In the event of cancellation after production has begun, Customer remains responsible for all costs incurred, including materials, labor, and third-party expenses.

4. Over/Under-Run Policy

Due to standard industry practices, all orders are subject to a 5% over/under-run tolerance. Final billing will reflect the actual quantity shipped, which may be slightly higher or lower than the quantity ordered. Customers agree to accept and pay for the delivered amount within this tolerance.

5. Return Policy

3tree is dedicated to providing accurate and high-quality, customized products and materials. Because all customized products are made to order, Vendor cannot accept returns for items that meet the approved proof and production quality standards. Products that appear faulty or damaged must be reported in writing within 5 business days of receipt. Vendor will evaluate the claim and work with Customer in good faith toward a fair resolution.

6. Force Majeure

Neither party shall be held liable for failure or delay in performance caused by events beyond reasonable control, including but not limited to fire, floods, embargoes, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, pandemics, or acts of God. The affected party shall notify the other promptly and resume performance as soon as practicable.

7. Right to Contract

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

8. Intellectual Property

Customer warrants that it owns or has proper rights to use all trademarks, logos, and creative materials provided to Vendor. Customer further warrants that such materials do not infringe on any third-party rights. Vendor is entitled to rely on these warranties without independent verification.

9. 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:

1. any activities of Customer related to this Agreement or to any of the matters herein contained;
2. any breach or alleged breach by Customer of any warranty, covenant, or obligation contained in this Agreement;
3. 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.

10. Pricing, Tariffs & 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.

11. Remedies for Breach / Non-Payment

In the event of late payment, cancellation after production has begun, or other breach by Customer, Vendor reserves the right to:

- a) suspend performance;
- b) charge for all costs incurred to date, including materials and third-party expenses;
- c) recover reasonable attorney's fees and collection costs if enforcement is necessary; and
- d) withhold shipment or future production until all outstanding invoices are paid in full.

12. Governing Law & Venue

This Agreement shall be governed by and construed under the laws of the State of Wisconsin. Any disputes shall be resolved exclusively in the state or federal courts located in Milwaukee County, Wisconsin, and Customer irrevocably submits to the exclusive jurisdiction of such courts.

13. Limitation of Liability

Except in cases of gross negligence or willful misconduct, Vendor's liability for any claim shall not exceed the total amount paid by Customer for the specific order giving rise to the claim. Vendor shall not be liable for indirect, incidental, or consequential damages, including lost profits, reputational harm, or missed event opportunities.

Updated: September 1, 2025

Previous Versions: April 1, 2025; September 27, 2022 (available upon request)

3tree Marketing Company

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