

# RIBBON GIRLS

## TERMS AND POLICIES

### EFFECTIVE JULY 21, 2008

#### Version 07-08.1

By using, browsing, viewing, and ordering through this website, you agree to the following terms and conditions. If you do not adhere to the terms stated, please exit this site immediately. If you do not adhere and agree to these terms, we reserve the right to refuse service. These terms and conditions are subject to change without notice at any time at Ribbon Girls discretion.

#### Access and Use of Site

By viewing, accessing, and using this site, you agree to all the terms and policies stated in this document. By using and purchasing through this website, you certify that you are at least 18 years of age. You agree that all information you provide is true, accurate, and not in violation of any third parties.

#### Copyright

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#### Indemnification

You agree to indemnify, defend, and hold harmless Ribbon Girls, its owners, employees, agents, attorneys, and suppliers from and against any and all losses, expenses, damages, injury, and costs, incurred by the unlawful and improper use of this website or the products herein.

#### Disclaimers

All information provided by this site is provided "as-is" with no warranties (express or implied). Any information provided by this site is for informational purposes only. We make no guarantees to the applicability, reliability, and accuracy of information provided on this website. All prices and availability are subject to change at any time without prior notice. We cannot be held liable for typos or misprints on this site. We do not guarantee that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that contains this site are free of viruses or other harmful components.

#### Product Liability

All items are sold "as-is" without warranties of any kind (express or implied). It is up to the user to determine if the item is safe and appropriate for their purposes. We do not assume liability for any damage, injury, loss of income caused by the use of our products or instructions. It is up to the user to determine if the item is safe and appropriate for their intended purposes.

## Order handling Policies

By using and/or purchasing through this site, the user agrees to abide by the following policies and terms regarding the handling of each order. By completing a purchase through our site, by email, or by telephone, the user agrees to abide by the sales terms stated in this document. No exceptions unless specifically allowed by Ribbon Girls.

1. Business Days: Orders are processed and shipped Monday - Friday (excluding US holidays and weekends).
2. Prices & Discounts: Ribbons purchased in increments of 5 yards and up are eligible for a multiple-yard discount as indicated. If no multiple-yard discount is stated, the discount does not apply. The discounted rates are as follows:  
5 - 9.99 yards\* = 10% off  
10 - 24.99 yards\* = 15% off  
25+ yards\* = 20% off  
\*Per pattern (not total).  
Discount is per pattern, not for the total ordered. Discount does not apply to full rolls, sales items, or marked exceptions. Prices subject to change at any time without notice. Our Shopping Cart system automatically applies any offered discounts.
3. Voided orders: We reserve the right to cancel and void any orders at our discretion. Reasons for order cancellation may include but are not limited to suspected fraudulent payment and restricted delivery addresses. We may also cancel order from countries not covered under our shipping insurance. We will contact you if your order is cancelled.
4. Order fulfillment (Yardage/Cuts): Upon ordering, the customer is asked to provide minimum increment (for ribbon or webbing) and backorder preferences for each item in the order. These preferences will be used to fulfill each order.

Minimum increment preferences are 1) 1 yard, 2) 2 yards, 3) 2.5 yards, 4) 3 yards, 5) 5 yards, 6) 10 yards, or 7) cancel the order if the entire piece cannot be sent in one piece. If multiple cuts have to be sent, we will fulfill your order according to your minimum increment preference.

The backorder preferences are 1) cancel item if total order not available, 2) send available stock and backorder balance, or 3) send available stock and cancel balance. For ribbon or webbing, if only partial yardage is available, we will refer to your minimum increment preference to fulfill your order. Any amount due as a result of a cancelled balance will be provided in the same manner as the original payment.

If a customer does not indicate his/her preference, we will apply our default policy. The default policy is as follows. We reserve the right to send yardage in multiple pieces. Pieces no shorter than 2 yards will be sent. [Note: High yardage orders (orders of 10 yards or more of one type of ribbon/webbing, including rolls) may contain 1-4 random cuts. We will not send a cut smaller than 3 yards.] If an item is unavailable for immediate delivery, the item will be automatically backordered.

Order Processing Time: Orders will be processed and ready to ship within 5 business days from the day of full payment with the exception of bulk orders and International orders. Orders are considered "bulk" if you order more than 20 yards of a given pattern. Bulk orders and international orders will take longer and the customer will be notified as such. If your order is placed after 3 PM EST, the order processing time will start the following business day. If payment is mailed in, items will be held for 5 business days. If payment is received after that time, prices and availability are subject to change.

Order Processing/Shipping Times	
Day order placed and payment is received in full*	Order will be shipped by...
Monday	Following Monday
Tuesday	Following Tuesday
Wednesday	Following Wednesday
Thursday	Following Thursday
Friday	Following Friday
Saturday	Following Friday
Sunday	Following Friday

\*Order must be placed before 3 pm EST. All orders placed after 3 pm EST will be considered as received the following business day. Credit card orders with alternate shipping addresses are not considered paid in full until the Restricted Delivery Fee is authorized.

International orders and bulk orders may take an additional 2 – 14 business days for processing.

5. Shipping Costs: Shipping costs are based upon the total of the order (excluding shipping). International shipping is available at an extra cost. International customers will be contacted if the shipping costs exceed the total paid.

Order Total (not including shipping)	Standard Shipping Cost (Domestic US Shipments Only)
\$0.01 - \$100	\$5.00 (priority mail)
\$100.01 and up	\$4.00 (insured priority mail)

For orders placed after 3 pm EST, the order will be considered as received the following business day.

Our Shopping Cart calculates for US shipment only. For our international customers, the cost of shipping is dependent upon the country and the weight of your package. A custom quote will be forwarded after your order is placed.

6. Shipping Tracking or Delivery Confirmation: All of our orders are sent with Delivery Confirmation or Tracking. Additionally, orders over \$100 are shipped with Signature Confirmation/Signature Receipt without exception. USPS Delivery Confirmation service only confirms that a shipment has been delivered. USPS Delivery Confirmation data may or may not show the exact time a shipment has entered the system. USPS Express or Fedex Tracking provides actual real-time tracking of a shipment (documents the shipment location from the time it enters the shipper's system). We do not guarantee delivery dates or shipping times unless specifically guarantee by the shipper (USPS or Fedex). Applies to US shipments only.
7. Shipping Address Policy: Our policy regarding acceptable shipping addresses is as follows:
- If you pay by check, we will send the shipment to the address provided on the check.
  - If you pay by Money Order, we will send the shipment to any address you provide.
  - If you pay by Paypal, we will ship only to the Paypal confirmed address. No exceptions.
  - If you pay by credit card, we will ship to the credit card billing address only. We understand that many of our customers choose to have their

packages sent to their business or vacation locations. In these instances, we require that the customer register this secondary address with their credit company. Alternately, we are able to ship the package with Restricted Delivery. This means that the package is shipped only to the purchaser (defined as the credit card holder) and only that person may receive the package. For this service, an additional fee of \$8.95 is charged (non-refundable for any reason). Proper identification is required to receive a Restricted Delivery package.

These policies apply to US orders only. Any request for changes to our policies must be approved prior to ordering. We reserve the right to cancel any orders based upon unacceptable delivery addresses.

8. Shipping Insurance: Shipping insurance is provided by our third party insurance provider U-PIC. Shipping insurance only covers damage or loss that occurs in transit. Damage claims will only be accepted within 14 days of customer receipt (according to tracking or delivery confirmation data). Loss and damage claims must be verified through the carrier (USPS, FedEx, or UPS) in writing. If an item or package was damaged during transit, save all of the packaging and contact us immediately.

Once a package is delivered, we do not accept responsibility for any damage or loss that occurs after carrier delivery. Delivery is defined as the time of delivery indicated by USPS delivery confirmation, USPS signature confirmation, or Fedex tracking. By ordering through our website, the buyer/purchaser agrees to accept any and all of the following as proof of delivery: USPS delivery confirmation, USPS signature confirmation, and Fedex tracking information. If there is proof of delivery as stated above, we take no responsibility for lost merchandise. If there is proof of delivery as stated above, it is the customer's responsibility to submit a claim with the shipper (USPS or Fedex) or with their credit card company.

Please note that if you have a valid loss/damage claim, we do require the return shipment of the damaged goods (return shipping covered by Ribbon Girls). We will provide a new shipment as soon as we receive reimbursement from the insurance company (may take up to 30 days). If you need an order sooner, you will have to resubmit your order and the cost of the original order will be refunded as soon as we receive the insurance reimbursement.

9. Shipping notification: You will be sent an email notification the day your package has shipped. This email will include the shipping address and delivery confirmation number.
10. Proof of delivery: The buyer/purchaser agrees to accept USPS delivery confirmation, USPS signature confirmation, and/or FedEx tracking information as proof of delivery. Delivery is defined as the time of delivery indicated by USPS delivery confirmation, USPS signature confirmation, or Fedex tracking. By ordering through our website, the buyer/purchaser agrees to accept any and all of the following as proof of delivery: USPS delivery confirmation, USPS signature confirmation, and Fedex tracking information. If there is proof of delivery as stated above, we take no responsibility for lost merchandise. If there is proof of delivery as stated above, it is the customer's responsibility to submit a claim with the shipper (USPS or Fedex) or with their credit card company.

11. Misdirected/Undeliverable Packages: If an error is made on our part in addressing a package, we will pay to reship the package.

If the following conditions apply, the customer will be responsible for the cost to reship the order:

- if we send a shipment to the correct address and it is undeliverable (examples of this would be if you do not pick up the package at the post office or if you are not able to receive express packages in person),
- if you provide us with the wrong address,
- or if the shipment is delayed due to shipper's (USPS, UPS, FedEx, or other shipper) error (unless the package is guaranteed by the shipper).

12. Payment: We accept money orders and checks, Paypal payments, and credit cards (VISA/MC/Discover/American Express). If you are mailing in payment, the items will be held for 5 business days. If payment is received after that time, prices and availability are subject to change.

13. Incorrect or Defective Orders: If an incorrect, defective, or damaged item is shipped, we must receive notice within 10 days from the time of customer receipt (based upon tracking information). After that time, we do not provide returns, exchanges, or store credit. If we send you the incorrect item, we will cover the cost to return the incorrect items back to us and we will ship the correct items to you free of charge.

14. Cancellation Requests: Order cancellation requests are addressed on case-by-case basis, however, cancellation requests made more than 24 hours after an order has been placed are not accepted. Cancellation requests made within 24 hours of placing your order will be honored and must be made by email. Please note that any refunds associated with a cancelled order may take up to 10 working days to be processed.

15. Returns/Refunds/Exchanges: Refunds are provided in the same manner as the original payment. All returns are subject to the stated time restrictions below. To be eligible for a return, the customer must return the item(s) within the time frame shown below. This means that we must receive the return within the time frame indicated below. The return period starts from the time the customer receives the package (based upon USPS or Fedex tracking/delivery confirmation data).

- Within 0 - 10 days, refunds and exchanges are offered.
- Within 10 – 30 days, we offer store credit. The amount eligible for store credit is based upon the original purchase price and excludes shipping costs. Store credit is good for 6 months from the day of the original purchase.
- After 30 days, we do not offer any returns, refunds, store credit, or exchanges.

To be eligible for a refund/exchange, the buyer must contact us by email for a return authorization code prior to sending the return/exchange. The return authorization code must be written on the outside of the package. If this authorization number is not written on the package, we will refuse delivery and the package will be returned to you. We recommend sending a return with tracking/insurance as we do not take responsibility for lost or misdirected returns.

Items that are returned must be in the original, uncut, new condition. We do not accept returns for ribbon or webbing in lengths less than 5 yards long unless the item is defective.

Returns should be sent to:  
Ribbon Girls  
PO Box 5201  
Woodbridge, VA 22194

16. Business Bulk (Wholesale): For a select group of products, we offer bulk pricing to qualified business customers. Customers with a valid Tax ID Number and verifiable contact information are eligible to purchase wholesale. To qualify, the address, telephone number, and or website address must be registered under the company name or proprietor name. Alternately, your business must be registered with your respective state's Department of State. To register your business with us, the customer must submit their company information through our online submission page at <http://www.ribbongirls.net/wholesaleaccountrequest.html>. Once the information is reviewed and confirmed, we will issue a user ID and password for the password protected pages of our site.

Wholesale items are only offered by the roll or lot (as specified). There is a \$100 minimum for each wholesale order. To reach the minimum order limit, an order may include wholesale and non-wholesale items. We reserve the right to refuse wholesale status at our discretion. Depending on availability, bulk orders may require additional processing time outside the standard 3 business days. The customer will be contacted if we cannot ship your bulk order within 5 business days.

17. Etsy or eBay Purchases: Upon request or at our discretion, we will ship items purchased on Etsy or at auction on eBay with items ordered through our website. Unless expressly stated by us prior to purchase, we will not provide a discounted consolidated shipping cost. Shipping costs will be added together. Additionally, yardage purchased through Etsy/eBay will not apply to any multi-yard discounts, volume discounts, or Bonus Program offers.
18. Privacy Policy: Any personal information that you provide is used only for our business/shipping purposes. We do not sell, trade, or exchange personal information. In addition, we do not store personal or business banking or credit card information unless specifically directed to do so. All information provided to us online is kept on our secure server and is saved only for a limited time. Any printed information will be stored in a secure business file location.
19. Sales and Limited Time Discounts: All of our sales and limited time discounts are subject to the following rules. Sale or limited time discounts are only valid during the specified period and while supplies last. We do not offer discounted prices for backorders if items run out of stock. We do not offer rain checks. To obtain the sale or discounted price, the order must be placed and paid in full within the designated time frame. No exceptions.