

# Shirts and Stones

## Terms and Conditions

Below are the Terms and Conditions for business interaction with Shirts and Stones, Inc. (S&S).

For questions about the following, please call (941) 751-0754 or email [info@shirtsandstones.com](mailto:info@shirtsandstones.com)

### Custom Orders

All new custom orders will be submitted to S&S via the custom design request form which can be found on the S&S website. A minimum quote fee of \$1 will be required for all custom design requests unless waived by management. Once the fee is paid, S&S will review the image and determine whether it can be converted into the desired rhinestone or vinyl artwork. The design price varies based on size, quantity of rhinestones, number of rhinestone colors, type of vinyl and other factors related to the complexity of the design. Once the price is determined, S&S will communicate the cost of the artwork to the customer. Requests cannot be completed by phone. If the image is copyrighted, written consent to use the image will be required from the owner of the copyright in order to complete the service. No production of the image will take place until the written consent is received.

### Release Form

S&S must have written and signed consent to customize a copyrighted or trademarked logo. S&S will supply the release form via email or local store pickup.

### Mock-Ups

A design mock up will be provided with each sales order. Mock ups must be signed or approved via email before an order will begin processing.

In order for a mock-up to be created, a design fee is required. Design fees vary depending upon design size and complexity. The design fee will be communicated to the customer in the quote.

The colors samples provided may not be exact representations of the vinyl and rhinestone colors. Various factors such as monitor resolution, color settings and display type can all effect how the colors are viewed on your device. Actual rhinestones may vary slightly in hue. This is due to manufacturing. S&S has no control over the manufacturing of rhinestones. Any apparel specs provided are from the manufacturer. Please check the specs and color! S&S is not responsible for ill-fitting apparel or incorrect color choice.

## Order Processing

S&S processes orders through its storefront and its online website. At the S&S storefront, S&S accepts the following forms of payment: credit card, paypal, cash or check. Through the S&S website, S&S accepts credit card or paypal only. Order production will begin once payment is made in full.

Once an order is confirmed and payment received, no design or order changes are permitted. If changes are requested, a \$50 fee will be assessed, and production delays may occur. The order will begin production again when the fee is paid.

Customers may purchase shirts from S&S or bring in their own garments\*. If the customer brings in a garment that does not fit their approved design, the customer will be responsible to provide a different garment or purchase an appropriate one from S&S.

\*Garments provided by customers must be washed or in brand new condition. Unwashed or damaged garments may be rejected by S&S personnel for decoration.

Bulk orders that are receiving a discount (10 items or more) must be paid by one individual using one form of payment. Bulk orders that are paid by separate individuals will lose any discounts associated with the order.

## Order Turnaround

Orders are completed in a standard production time of 5-7 business days from the date of full payment providing the design has been approved. This does not include shipping transit time. For customers who supply their own apparel, please be aware that your orders may be subject to a slower turnaround time if your garments do not arrive within 72 hours from placing the order. If you need an order in less than the standard turnaround time, expedited production options and shipping options are available upon request.

### Expedited Production Fees

*Please note that these turnaround times apply to S&S business days / hours, not calendar days.*

7 Business Days: 0%

2-3 Business Days: 35% of order total before quantity discounts are applied

24Hr Business Day or Same Day: 50% of order total before quantity discounts are applied

*(Example: 3-day turnaround for a \$500 order would increase the total by 35% making the order total \$675)*

Standard production times are subject to change without notice. Expedited production may be suspended due to high order influx or physical impossibility of delivery. For current production times, contact the shop via phone 941-751-0754 or email [info@shirtsandstones.com](mailto:info@shirtsandstones.com)

## **Store Hours**

**Monday – Friday 10:00am – 5:00pm**

## **Tax Exemption**

Customers who qualify for tax exemption must email a copy of their tax certificate to [info@shirtsandstones.com](mailto:info@shirtsandstones.com). The name on the form of payment must match the name used on the tax certificate. Any payments made before the tax certificate is received by S&S will not be refunded taxes paid.

## **Social Media**

S&S reserves the right to moderate and censor when necessary any of its social media outlets, forums, or publicly available modes of communication against obscenity, inappropriate content or self-promotion. The moderation of all questionable content will be ultimately subject to the discretion of S&S. Repeated offenders may be blocked from participation in the aforementioned communications.

## **Refunds**

All orders are final. No refunds or exchanges are available unless the item is deemed defective or was misprinted by S&S. If rhinestones or vinyl are not properly staying on the garment or accessory, S&S will fix it. If damaged item(s) has to be shipped, S&S will cover the finalized shipping back to the customer using FedEx Ground or USPS Priority Mail. To initiate a return or exchange for a damaged item, contact [info@shirtsandstones.com](mailto:info@shirtsandstones.com) with a description and photo evidence of the damage no later than 1 week after the order is received.

S&S is not responsible for damage to apparel or accessories caused by pressing transfers supplied by S&S. We will replace or refund the customer if a transfer is deemed defective. Visual evidence of a defect must be sent to [info@shirtsandstones.com](mailto:info@shirtsandstones.com) no later than 1 week after transfers are received.

It is the customer's responsibility to heat press transfers correctly to the garment or accessory. S&S is not responsible for incorrectly pressed transfers or transfers pressed crooked. We take great care in producing and shipping rhinestone transfers; however, some slight shifting may occur in transit. S&S will provide a few extra loose stones with each order to compensate for shifts or stone loss. It is the customer's responsibility to inspect the transfer before heat pressing.

## Shipping

1. Customers have the option to ship their order via the United States Postal Service (USPS) or FedEx. The customer is responsible for all shipping costs. Cost depend upon size, weight, destination and speed of delivery.
  - a. USPS: Priority Mail is the only shipping option available for this carrier. Transit times posted to a customer's order or tracking provided to the customer are provided by USPS as estimated times and are not guaranteed. The Post Office reserves up to 15 days from time of shipment to complete the delivery per USPS policy.
  - b. FedEx: Ground, 2-Day, Overnight and Worldwide services are available upon request. For guaranteed time of delivery, please use one of these FedEx options.

Shippable orders will receive, via email, a tracking number corresponding to the recipient's selected carrier within 24 business hours of the time it was shipped. Orders consisting of multiple packages may have separate tracking numbers. Selected shipping methods cannot be changed while a package is in transit. If a change is requested, the customer is responsible to pay any associated fees.

2. Various circumstances involving USPS or FedEx may cause delays in shipment, including but not limited to weather delays, acts of God, mechanical issues or accidents. Such circumstances are outside of S&S control and most often cannot be resolved by S&S personnel.
3. For shipments delayed in transit due to an error on the part of S&S personnel, S&S will immediately attempt to rectify the error. If the issue cannot be resolved in transit, S&S will reship the order at no cost to the customer. All reshipped orders will be mailed using the same method as the original order. S&S will not compensate customers for reported economic losses due to delayed shipments.
4. If shipment is delayed due to incorrect information provided by the customer (e.g. invalid shipping address), S&S can reship the order at the expense of the customer. Additionally, in the event a customer's address cannot be verified, the package may be held on S&S premises and remain within S&S until the customer provides a valid address. S&S will not be held responsible for any costs associated with such a delay.
5. We will not ship products that were not produced or decorated at S&S.