



## ORDER TERMS AND CONDITIONS

**Acceptable Art formats:** We accept digital files Adobe AI Format, Adobe PSD Format (350 dpi), PDF, or EPS. Unacceptable art files WILL Create production delays. Art must be submitted via our website art upload utility. <http://www.magicubes.com/upload>

**Art charges:** \$85 per hour, one-hour minimum.

**Cancellation of orders:** All Orders are non-cancellable. No refunds on custom orders.

**Credit Card Payments:** Credit Cards are acceptable, however CC payments are not eligible for published 3% cash/wire discounts.

**Delivery:** F.O.B. Los Angeles, CA 90302 unless otherwise stated on Invoice.

**Digital proofs:** Digital image proof sent by email. Digital Video Proofs via web link. Physical Proofs optional with extra charge.

**Discounts:** Discounts and Special Offers may be revoked if Payments are received more than 10 days late.

**Drop shipments:** Quote Upon Request. Full cartons only.

**Fulfillment:** Fulfillment and individual mailing services available. Quote Upon Request.

**Less than minimum:** Quote Upon Request.

**Orders:** Please submit orders via email. Please see website to confirm current pricing. Any changes or modifications to orders must be submitted in writing, and may cause production delay. An order cannot be processed until **1.** Digital proof is approved, **2.** 50% deposit is submitted, **3.** Signed Invoice is received. Delay, will delay start of production, and may cause delivery delays.

**Overruns:** Orders are shipped exact quantity. No Overruns. Full cases only.

**Packaging:** MagiCubes® products are individually gift boxed. Custom packaging is available; contact your rep for a quote.

**Payment Terms: 50% deposit due with order, and remaining balance due prior to shipping.** 50% deposit is required with purchase order to hold pricing and production schedule. As soon as we receive deposit, artwork, signed terms, and invoice your job will go into production. **Delays on us receiving the deliverables may cause delay on shipping of your order.** \*Published prices already include a 3% cash/check discount. Credit Card payments are not eligible for Cash Discounts. Please add 3% of the total order to your payment amount\*. All Orders and Prices Are FOB Los Angeles, CA 90302, Unless Otherwise Stated.

**Preproduction samples:** For additional charge one preproduction sample is included. Changes made after preproduction proofs will incur a new set-up charge and a new preproduction sample charge (if another preproduction sample is requested).

**Pricing:** Please confirm Prices on [MagiCubes.com](http://www.MagiCubes.com).

**Production time:** Standard Production is 4 weeks after proof approval for quantities up to 5,000 pieces. Contact your rep for current production schedule.

**Proofs:** You will receive a digital proof within 2 Business day upon receiving an order and art files. Art must be approved within 1 Business day. Delay in receiving proof approval may delay delivery of your order.

**Returns:** Manufacture defects only. PTI will need to receive 2 samples of that item for testing. If the item is in fact deemed defective due to manufacturing, PTI will replace the defective item. Please note that all our items are thoroughly inspected prior to shipping. All orders are 'NON RETURNABLE'. No returns allowed. Exchange made for defective merchandise only.

**Rush Delivery:** If buyer requests a rush delivery, PTI/MagiCubes® will do its best to meet your delivery date. PTI/MagiCubes® is not responsible or liable for delays caused by third parties such as UPS, DHL, governmental agencies, security, customs, etc.

**Shipping:** F.O.B. Los Angeles, CA 90302 or Delivered as specified at time of order. Shipping to final destination not included, unless specified on sales invoice.

**Split Shipments:** Quote Upon Request. Minimum Split Shipment Fee \$150.

**Trademark notice:** Imprinted artwork of logos and design are shown to illustrate our decorating and design capabilities only and do not represent an endorsement of the manufacturer or their products. We reserve the right to use all products in our advertising and marketing unless otherwise specified at the time of order. Order prices include a 10% consideration for use in marketing discount. By submitting an order to MagiCubes® customer represents that the use or display of artwork will not violate any applicable laws or client restrictions and hereby agrees to defend and hold PTI Corp./MagiCubes® and its affiliated companies harmless from all claims.

**Warranty:** We guarantee 100% working products. All returns MUST be approved and authorized by MagiCubes®. Factory must be contacted within 15 days of receipt of delivery of first shipment. Warranty does not include shipping charges.

NAME: \_\_\_\_\_ COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_