



Printing & Embroidery

Thank you for exploring a partnership with Fresh Ink Clothing, Inc. We strive to make your visions reality by contract printing quality apparel in a timely fashion.

An independently owned and operated company, incorporated since 2005, we realize customer satisfaction is key. Our goal is to make custom embroidery and screen printing as easy and profitable as possible for our customers. A perfect balance of business, technology, and art; Fresh Ink has acquired the knowledge, experience, and expertise to fulfill any and all of your printing needs.

Below you will find a process break-down. Subsequently, the following pages include contractual obligations and agreements for all parties involved.

Help us help you by filling out the proper forms before placing an order.

Every Fresh Ink project goes through a 5 stage work flow process:

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WELCOME

We look forward to a long lived and successful relationship with you!

BASIC ACCOUNT INFORMATION

Invoices are emailed upon estimate approval.

Please initial after *each* of the following statements, in the spaces provided, to verify consent of billing terms.

Prices are subject to change without notice, but not after an invoice has been issued.

X _____

Before production, orders must be must be A) paid in full, B) 50% down on the invoice, or C) NET terms approved by Fresh Ink Clothing, Inc. *Returned check fee: \$50.00*

X _____

Invoice(s) 30 days past due will be automatically sent to collections incurring a 10% interest fee monthly.

X _____

Business Name

Telephone

Resale # (Please Attach Copy)

Fax

Primary Contact

Title

Cell

Email

Business Email

Billing Address (street)

(City) (State) (Zip)

CREDIT CARD ON FILE

As a Fresh Ink Clothing, Inc. customer you are required to have an active credit card on file as a form of payment for current and/or past due invoices.

Customer's approval of artwork is contractually binding for payment of all services rendered. If your account becomes delinquent more than 10 days, we reserve the right to charge the balance due to the credit card.

*The 5% cash discount will not be applied if paying by credit card.

Card Type: VISA MASTER CARD AMEX DISCOVER

Name on CreditCard

Billing Address of Card

Credit Card Number

Expiration Date

C-ID#

I give Fresh Ink Clothing, Inc. authorization to charge my order(s) to this credit card on all order(s) that are current or 10 days past due, until I revoke this authorization in writing. I have read and agree to Fresh Ink Clothing's terms and conditions. My printed name in the Signature field is my digital signature and takes the place of a handwritten signature.

Signature

Name (Print)

Date

BLANKET CREDIT CARD AUTHORIZATION

Direct to Garment (DTG)

This document contains information on the risks of using your own personally supplied, garments instead of suggested stock garments provided by Fresh Ink.

DTG printing is intended to be completed on 100% cotton garments. If you are providing garments that are not 100% cotton, Fresh Ink Clothing, Inc. is in no way responsible (no refunds or reprints) for pre or post production errors such as garment reactions to pre-treatment or heavy fading after multiple washes.

If considering DTG Printing please review the information and sign below.

- DTG items are pre-treated with a chemical that may cause reactions on certain fabrics
- There is a 2-5% shrinkage rate after first couple of washes

When choosing to use self-supplied garments, we request you:

- Complete a sample product order.
- Provide at least two extra shirts in each size (5% extra recommended for spoilage) *Especially if your count is vital.*
- Please count your shirts upon delivery.
 - Your shirts are checked in by a count prior to the start of production.
 - If the count is off, the job is removed from queue until the issue cleared
 - Your order is counted again before it goes to press.
 - Your order is counted a 3rd time before it is folded and placed back in your original box for shipment.
 - You have 24 hours upon delivery to dispute a count error.

By signing this waiver, I understand that Fresh Ink Clothing, Inc. cannot offer a refund, replacement of damaged garments, or reprint for any self-supplied garments. My printed name in the Signature field is my digital signature and takes the place of a handwritten signature.

Name (Print)

Signature

Date

California Resale Certificate

I HEREBY CERTIFY:

- 1. I hold valid seller's permit number: _____
- 2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from Fresh Ink Clothing, Inc. of the item(s) in paragraph 5 below.

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

DATE

Agreement Terms and Conditions

1. Arbitration of Disputes.

- a. Arbitration of All Disputes; Waiver of Jury Trial. Any controversy between you and Fresh Ink Clothing, Inc. regarding the construction, application or performance of any services under this Agreement, and any claims arising out of or relating to this Agreement or its breach, shall be submitted to binding arbitration upon the written request of either party after the service of that request on the other party. This arbitration agreement is made pursuant to and shall be governed both procedurally and substantively by and interpreted under the Federal Arbitration Act (9 U.S.C. § 1, et seq. the "F.A.A.") to the exclusion of any inconsistent state law, regulation, judicial decision or arbitration service rule. The award of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, scope, enforceability, formation and execution of this agreement to arbitrate including without limitation any claim that all or part of this agreement to arbitrate is unconscionable, void or voidable.

By signing this agreement, you understand and acknowledge that this arbitration provision results in a waiver of your right to a court or jury trial. In addition, you understand and acknowledge that you would be waiving any right to appeal any such arbitration decision. You acknowledge that before signing this agreement, you are entitled, and have been given a reasonable opportunity to seek the advice of independent legal counsel concerning this arbitration provision.

b. Attorney's Fees Arbitration.

Notwithstanding subparagraph a. above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, you have the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Section 6200, et seq. If, after receiving a notice of client's right to arbitrate, you do not elect to proceed under the State Bar fee arbitration procedures by filing a request for fee arbitration within thirty (30) days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph a.

2. Registered Trademarks, Logos, Copyrighted Material

- a. In the event that Fresh Ink Clothing, Inc. is to embroiderer imprint at the request of a buyer a likeness of a person, product, logotype, or any other device provided by the Buyer, the buyer hereby represents that said likeness is being produced with the knowledge and consent of the individual or entity having the rights thereto. On request of Fresh Ink Clothing, Inc. Buyer shall provide the company with evidence of authority to produce such likeness. The customer is 100% responsible for approvals of Copyright, Trademark and Licensing Agreements of artwork.

b. Attorney's Fees Registered Trademarks, Logos, Copyrighted Material

Buyer agrees to hold Fresh Ink free and harmless from all liability and indemnify Fresh Ink Clothing, Inc. for any loss, damage or injury, which Fresh Ink Clothing, Inc., may suffer as a result of producing said likeness. The obligation of the buyer shall extend to payment for all legal fees and other out-of-pocket costs incurred by Fresh Ink Clothing, Inc. as a result of the reproduction of the likeness requested by the Buyer.

3. Entire Agreement; Counterparts; Electronic Signatures.

This agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date this signed agreement is received by us will be binding on the parties. This agreement may be executed in counterparts that, taken together, shall constitute the whole agreement. Signatures delivered via email, facsimile, or other electronic means shall be effective and accepted as original signatures.

If you have any questions about the foregoing terms or would like to change any of them, please call Fresh Ink Clothing, Inc. directly. Otherwise, please execute this consumer packet in the places indicated below and return it to me at your earliest convenience by email or telefacsimile.

Signature

Date

ORDER FORM

Orders may be placed by telephone, email, or directly online at: <http://www.screenprintingorangecounty.com/>

Before order inquiries please have the following information on hand:

Select Service(s):

- Silk Screen Color Digital Printing
- Embroidery Other: _____

Size & Quantity:

MENS

- Small _____
- Medium _____
- Large _____
- X-Large _____
- XXX-Large _____

WOMENS

- Small _____
- Medium _____
- Large _____
- X-Large _____
- XXX-Large _____

Please visit <http://www.ourproductonline.com/> to choose recommended product(s).

Shirt Specifications:

- I WILL USE RECOMMENDED FRESHINK SHIRTS
Color: _____
Style #: _____
Brand: _____
- OR

- WILL PROVIDE MY OWN SHIRTS
Style #: _____
Brand: _____

Please keep in mind printing quality is affected by different materials. We recommend 100% cotton or high cotton content material.

Artwork Dimensions:

Height: _____ Width: _____

Screen Print:

Colors: _____

Embroidery:

Color: _____ Stitch: Zigzag Satin

SUBMITTING ARTWORK:

If you are submitting print ready* artwork or digital files, please email them to:

[freshinkclothing@
yahoo.com](mailto:freshinkclothing@yahoo.com)

**Preferred Formats:
PDF, AI, PSD, EPS**

** Artwork is considered "Print Ready" when it can be submitted electronically in either vector format or as an image file rasterized to size at 300dpi.*

We reserve the rights to say "NO" and refuse any job without any explanation.

An online proof will be emailed for your approval within 24 hours of submission of artwork. All artwork must have customer approval *before* jobs are released into the production queue.

Standard project turnaround times are within 7-14 Business Days from proof approval.

It is the customer's responsibility to ensure that the proof is correct in all areas. Please be sure to double-check spelling grammar, layout and design before approval. If a proof containing errors is approved by the customer, the customer is responsible for payment of all original costs of printing (screens, setup charges, any substrates), including corrections and reprints.

Print Production

The production schedule runs on first come first served basis. Quantity does not push any job ahead of another. Although, we provide every consideration to fulfill rush orders even during peak seasons.* The normal production period is 5-7 business days

*** Rush production: Under 5 days available upon request with payment of Fee (20% of invoice)**

For a quality long lasting print we highly recommend ordering Fresh Inks stock garments. Imprint areas are left to our discretion. Shoulder prints, hem prints, over the seam prints fall differently on each size shirts.

In the event of customer supplied films, files or any other similar / related items, we do not take any responsibility for bleeding, spreading, dot gain issues, moiré or other printing problems as well as the outcome of embroidery.

All orders are hand inspected with quality verified before completion.

If by chance an error occurs Fresh Ink will revisit the quality control process to verify fault. In these cases we often ask that all shirts be returned for inspection. The shirts that are returned are the ones that will be replaced.

SHIPPING

Projects will not be shipped until full payment has been made. Checks must be pre-authorized. Once your order has been shipped, we are not responsible for any damages that may occur.

Drop ship orders straight to your customer, or location, at an additional charge.

Pick Up Location:

Fresh Ink Headquarters
605 East Alton Ave, Unit F
Santa Ana, CA. 92705

**Clients have 90 days to pick up the order before they are discarded.*

Delivery:

Local Delivery Charge: \$25

*Free Local Delivery on Orders of \$1000 or more

Shipping:

USPS, FedEx, or UPS.

*Shipping charges apply

Telephone: (714) 641-9670
Monday – Friday
9AM-5PM PST

Email: freshinkclothing@yahoo.com

**Feel Free to
Contact Us!**

**Insurance is left
to customer
discretion.**

**Fresh Ink does
not ship C.O.D.**