



TT's Creations

Standard Terms and Conditions of Sale

THE TERMS AND CONDITIONS SET FORTH BELOW CONSTITUTE THE ENTIRE AGREEMENT BETWEEN TT'S CREATIONS D/B/A TAMMY FULFORD, PO BOX 2405, WEAVERVILLE, NORTH CAROLINA 28787.

1. CUSTOMER ORDER. Customer may accept the attached TT's Creations offer to sell ("Quote") by issuing a purchase order in response to such Quote (each accepted Quote constitutes a "Customer Order"). Customer shall be deemed to unconditionally accept these terms and conditions by issuing such purchase order. No terms and conditions specified or preprinted on any Customer purchase order or other form of acceptance shall add to or modify these terms and conditions. Weaverville, North Carolina shall be the acceptance and fulfillment location for any Customer Order.

2. PRICES AND TAXES. All Quotes are valid for ten (10) days unless otherwise specified. All invoice prices are those specified in the Quote accepted by Customer. Prices do include applicable taxes and, unless expressly identified and itemized, do not include freight, handling or insurance. Products, Maintenance or Services purchased for delivery outside of the United States may be subject to required and non-recoverable Value Added Tax or similar indirect sales related taxes (collectively, "VAT"), and Customer hereby agrees to reimburse TT's Creations for the total amount of such VAT incurred which will be invoiced as an international logistics fee.

3. TRADE INS. ALL ITEMS ARE HAND MADE and ARE ONE OF A KIND. Due to the nature of the media used to design jewelry natural imperfections maybe created. All trade in must be approved by Designer Tammy Fulford prior to trade in return. If a Customer Order includes a trade in allowance then Customer shall comply with the trade in return requirements of the designer's trade in agreement. Any such trade in goods must be received by the designer (Tammy Fulford). on or before the date specified in the trade in agreement or, if no such agreement exists, by the sooner of the date specified in a Quote or ten (10) days from original delivery of the goods. If Customer fails to return trade in goods as required by the trade in allowance period the customer will have forfeited and Customer will pay TT's Creations for the amount listed on Customer Order/Invoice. Shipping cost will be deducted from trade-in allowance. Customer will pay shipping of goods to be returned within ten (10) days from original delivery of goods. Trade-in value less all cost of shipping will be issued as a gift certificate and/or credit to other items offered on ttscreations.com. Please call Tammy Fulford to make trade in return authorization at (828) 713-4481 or by email contact@ttscreations.com The ten (10) day period begins the day of delivery from original purchase; NO exceptions.

4. PAYMENT AND INVOICING TERMS. Payment in full is due on the date of invoice. Payment preferred method is through PayPal. Local orders can be made with authorization from Tammy Fulford. Any Products purchased from TT's Creations will be shipped to Customer.

5. SHIPPING AND DELIVERY. All shipments by TT's Creations will be shipped via USPS cost of shipping and insurance will be paid by customer in the original Customer Order/Invoice. Title and risk of loss to Products shall pass to Customer upon delivery to the common carrier. Customer is responsible for all freight, handling and insurance charges which shall be in addition to the price of the Products in the Quote. The carrier is not an agent of TT's Creations and in no event shall TT's Creations have any liability for loss or damage during shipment. TT's Creations shall endeavor to initiate shipment and schedule delivery as close as possible to Customer's requested delivery dates and Customer acknowledges that any delivery dates provided by TT's Creations are estimates only. TT's Creations shall not be liable for any delay in delivery or for failure to give notice of such delay. Customer shall accept and pay for partial shipments of Products.

6. SECURITY INTEREST. Customer hereby grants and TT's Creations retains a security interest in all Products purchased hereunder, and such security interest is released when payment in full is received by TT's Creations.

7. EXPEDITED DELIVERY. Customer may request Expedited Delivery of Products. "Expedited Delivery" means shipment of Products within a time frame that is sooner than the earliest date of availability from the manufacturer. If TT's Creations accepts such request TT's Creations will assess an Expedited Delivery fees and customer shall except additional charges and present full payment prior to being shipped.

8. CANCELLATION OF ORDERS. No Customer Order for Products or Maintenance may be cancelled or modified without TT's Creations consent. If TT's Creations consents to a Customer cancellation or modification request, Customer agrees to pay all actual resulting costs, expenses and fees incurred by TT's Creations from the manufacturer, the supplier and/or its shippers. Customer Orders for one of a kind products may be cancelled upon two (2) days prior written notice. Customer will pay for all Services (shipping and handling fees) delivered through the date of cancellation.

9. RETURN POLICY. NO RETURNS. Refer to trade in as listed above.

10. WARRANTY. All one of a kind products purchased hereunder are subject to the no warranties provided by the designer. TT's Creations hereby transfers to Customer such transferable warranties TT's Creations

receives from the applicable media manufacturer as legally permissible. ITEMS ARE HAND MADE and ARE ONE OF A KIND. Due to the nature of the media used to design jewelry natural imperfections maybe created. TT'S CREATIONS MAKES NO WARRANTY AS TO THE RESULTS OF ANY SERVICES PROVIDED. EXCEPT AS SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND MAINTENANCE ARE PROVIDED "AS IS" AND TT'S CREATIONS DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF TT'S CREATIONS UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO MONEY PAID TO TT'S CREATIONS UNDER THIS AGREEMENT DURING THE ONE (1) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY AND IN THE CASE OF DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PRODUCT SHALL, UNDER ANY LEGAL OR EQUITABLE THEORY, BE FURTHER LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR SUCH PRODUCT. IN NO EVENT SHALL TT'S CREATIONS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES EVEN IF TT'S CREATIONS HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

15. GOVERNING LAW. All transactions made under this Agreement will be governed by the applicable state laws for the state of North Carolina, excluding any conflict of laws rules that may apply in such state. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the applicable court in North Carolina. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Each Party agrees to comply with the U.S. Foreign Corrupt Practices Act (15 U.S.C. 78(dd)(i) et seq., as the same may be amended) and with the anti-bribery laws and regulations of any other country having jurisdiction over the transactions contemplated hereby. Customer acknowledges and agrees that it has the ability to access each URL referenced in any Quote. Customer waives any claims or defenses to the validity or enforceability of this Agreement arising from any electronic submission of it to Customer.

16. EXPORT ADMINISTRATION. Each Party shall comply with all relevant export and sanctions laws and regulations of the United States to assure that neither any direct product thereof is (a) exported or re-exported, directly or indirectly, in violation of any export laws, or (b) intended to be used for any purposes prohibited by any export laws, including without limitation, nuclear, chemical, or biological weapons proliferation, or (c) made available to any prohibited person or entity, as such terms are defined under applicable laws and regulations administered by the U.S. Office of Foreign Assets Control.

Effective November 11, 2011.