

# WebstaurantStore®

## Custom Order Terms and Conditions

Dear Valued Customer,

Thank you for choosing to order and warehouse customized items with WebstaurantStore. By placing an order and signing below, the customer listed herein ("Customer") accepts these Custom Order Terms and Conditions in their entirety. These Custom Order Terms and Conditions govern all quotes for custom products entered into between Clark Associates, and its related companies, including but not limited to The WebstaurantStore, LLC, and The Restaurant Store, LLC ("WebstaurantStore") and Customer ("Quote"). Please review the following information. If you have any questions, feel free to contact us via email at [customquote@webstaurantstore.com](mailto:customquote@webstaurantstore.com).

### WebstaurantStore Terms & Conditions

Unless to the extent superseded by these Custom Order Terms and Conditions, all existing terms and conditions for WebstaurantStore, found here apply, and are incorporated herein by reference: [WebstaurantStore Terms of Sale](#) ("Terms of Sale").

### Customization

All [standard terms and conditions](#) in the Terms of Sale for customizing items with WebstaurantStore will apply, including but not limited to:

- Customized orders are non-modifiable, non-cancellable, and non-returnable.
- Right or license for artwork provided. Customer represents that it has the right or license to the provided image, likeness, or logo (collectively, "Design") or the knowledge and consent of the individual or entity having the right to the Design for this reproduction and its use. Any Design Customer submits to WebstaurantStore for printing is owned by you or its rightful owner. Customer acknowledges and agrees that WebstaurantStore will use a third-party vendor to fulfill the custom orders. Customer hereby grants to WebstaurantStore, and its respective third-party vendors, a full license to utilize, replicate, reproduce, publish, sublicense, and create derivative works of the Design provided to WebstaurantStore for the purpose of fulfilling Customer's order. By placing an order using the Design, Customer agrees to hold WebstaurantStore, and its third-party vendors, free and harmless from all liability and to indemnify them for any loss, damage, or injury, including violations of intellectual property rights, that they may suffer as a result of producing and any other use of the Design, including any legal fees and out of pocket costs.
- Design requirements – Any Design submitted to WebstaurantStore and/or its third-party vendor by Customer must meet WebstaurantStore's content requirements. Designs may not be offensive, inappropriate, illegal, libelous or defamatory, or infringing of any third party's intellectual property or privacy/publicity rights. No text or images on artwork may be obscene, threatening, or political. Artwork cannot depict violence, sexual content, hate speech, or otherwise be reasonably viewed as being discriminatory or harassing. Any products that are deemed unacceptable by the requirements stated herein, or deemed offensive or in bad taste at the sole judgment of WebstaurantStore, will be cancelled with or without notice.
- Minimum order quantities – See [WebstaurantStore Terms of Sale](#).
- Over/under runs – See [WebstaurantStore Terms of Sale](#).
- Extended production lead times.
- Sales, discounts, and promotions do not apply to customized products.

### Warehousing

WebstaurantStore agrees to store custom items in warehouse for a period of up to 12 months from original order date. At that time, the Customer agrees to accept any remaining stock in a single shipment. If new stock is ordered to WebstaurantStore warehouse, the time will reset only for the new shipment. Customer's property and all property and material supplied to WebstaurantStore by or on behalf of the Customer (including goods in transit) are held at the Customer's risk, and WebstaurantStore accepts no liability whatsoever for loss of, or damage to, such property or material unless otherwise agreed in writing or arising from WebstaurantStore's gross negligence or willful misconduct. Unless the Customer establishes gross negligence or willful misconduct on the part of WebstaurantStore, the risk and cost of all spoilage of Customer supplied materials or custom orders shall be borne by the Customer.

All stock will be stored in a single WebstaurantStore Warehouse.

## Ordering & Shipping

The Customer will provide all potential shipping addresses up front. The Customer will be responsible for ordering items to their desired address each time the Customer needs more inventory. This will take place on WebstaurantStore.com.

In the event that items are damaged in transit to the Customer, the Customer will provide notice and photos of damage to WebstaurantStore. A resolution of a refund or reshipment may be offered depending on extent of damage and inventory levels of the custom item in WebstaurantStore warehouse.

## Payment

Customer will pay 50% up front on initial order that is shipped to the WebstaurantStore warehouse. The remaining 50% will be paid when the shipment is received at the WebstaurantStore warehouse. Full payment will need to be received before any inventory is shipped to the Customer.

A \$0.01 fee per case will be charged each time a customer orders more inventory to their location.

The Customer will be charged tax on the initial order based on the highest tax rate for their specified addresses. If any stock is shipped to a location with a lower tax rate, the Customer will be refunded for that tax once all stock is depleted from this shipment.

## Cancellation

Order is unable to be cancelled or refunded once the initial 50% payment has been received by WebstaurantStore.

## Custom Items

Please enter any item numbers for items you will be customizing for storage:

## Projected Shipping Addresses

Please enter any shipping addresses that you will or might ship these products to below:

**Customer Business Name:** \_\_\_\_\_

**Customer Printed Name:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_