

TERMS AND CONDITIONS: JEK Sports Inc.
www.jeksports.com and www.drifitfishingshirts.com

Intro

These Terms and Conditions apply to JEK Sports Inc and all associated affiliates or subsidiaries. JEK Sports Inc reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms and Conditions at any time for any reason. It is the responsibility of the customer to check these Terms and Conditions for changes. Any continued patronage of JEK Sports Inc services following the posting of changes will indicate that you accept and agree to any changes made to these Terms and Conditions by JEK Sports Inc. By initiating the order process with JEK Sports Inc, you are agreeing to adhere to the following terms and conditions:

Order Finalization

An order is finalized when all four of the following issues have been addressed:

- Customer approval of the digital mockups.
- Customer approval of the pricing quote and order details.
- Official confirmation of the customer's invoice payment.

*Additional charges may apply when making changes to a finalized order

Art Regulations

ART GUIDELINES

The customer agrees to hold Jek Sports Inc and all individual employees harmless from any liability or expense (including all legal fees and costs) resulting from any trademark or copyright infringement, implied or actual. Submission of graphics or instructions for use of logos or trademarks is considered full acknowledgement of usage rights granted.

Raster File Types (.psd, .jpg, .tiff, .png, .gif,)

Digital art files must be at least 300dpi (pixels per inch).

The file's dimensions must be set to the actual desired print size.

Vector File Types (.ai, .eps, .pdf,)

The file's dimensions should be set to the actual desired print size, or the desired print size may be specified by the customer.

All Raster images placed within the Vector file must be embedded and must meet the Raster File Types guidelines.

All text must be converted to outlines.

Art Disclaimers

JEK Sports Inc prides itself in its high dye-sublimation printing, but there are restrictions to the capability of dye-sublimation in general. JEK Sports Inc does not guarantee the printing of any line, dot, negative space, or piece of art that takes up less than 3 pixels or is less than 3 pixels wide. JEK Sports Inc does not guarantee the printing or legibility of any text that is smaller than 6pt font. JEK Sports Inc will attempt to match all colors in the customer's art, but JEK Sports Inc is not responsible for any color variance between the art, mockup, and print. JEK Sports Inc is limited by the Pantone Color Book, and

colors can change drastically based on shirt color and various other factors. If a customer needs to ensure a specific outcome of a print, JEK Sports Inc offers sampling of designs. The customer can order a small run of a design, which will be duplicated in a full run.

Digital Mockups

Jek Sports Inc delivers Digital Mockups to all customers. Digital Mockups are computer generated pieces of art designed to emulate how a customer's print might look on the selected garment. These Digital Mockups are not exact representations of how a customer's print will look when received. JEK Sports Inc is not responsible for any misunderstanding regarding Digital Mockups. JEK Sports Inc Art Department hand-creates every Digital Mockup, attempting to anticipate how the art will react to the , printing process, and other colors. The Digital Mockups do not account for every possible printing issue, and JEK Sports Inc is not responsible for issues which are common to dye-sublimation printing, but are not displayed in the Digital Mockup.

When a Digital Mockup is completed it will be sent to the customer for approval. By agreeing to these Terms and Conditions, the customer acknowledges that approval of a Digital Mockup is considered an official agreement with JEK Sports Inc. By approving the mockups, the customer accepts full liability for any issues with the art that are shown in the Digital Mockup. These issues include, but are not limited to: typos, misspellings, incorrect colors, missing information, discrepancies caused by seams, pockets, or zippers, clashing colors, incorrect placement, and incorrect sizing. Further changes may be made after the mockup has been approved by direct contact from the customer to JEK Sports Inc before production on the product has begun, but JEK Sports Inc is not responsible for anything that has happened to the order before the customer makes the changes, and the customer may incur further fees or costs for changes occurring after approval of the mockup to be determined at the sole discretion of JEK Sports Inc.

JEK Sports Inc is not permitted to move forward with an order until all Digital Mockups have been approved. If a customer fails to approve all Digital Mockups associated with the order, the order will be put on hold. All turnaround times, including guaranteed turnaround, are contingent on the customer's approval of the mockup and only refer to the time between all Digital Mockups have been approved and when the order ships from JEK Sports Inc.

Digital Mockups are a free service provided by JEK Sports Inc for the convenience of the customer. If a customer is perceived to be abusing this free service, (e.g., asking for a large number of provisional mockups with the intent of only using one of them, taking our mockups to other printers for reference, requesting excessive mockup revisions, etc.) JEK Sports Inc reserves the right to add extra costs or fees at the sole discretion of JEK Sports Inc. All pricing for Digital Mockups, including pricing for mockup revisions, may change at any time without notice at the sole discretion of JEK Sports Inc.

Digital Mockups represent the customer's art on a specific garment size, (usually a Large unless that size is not available). If the order includes multiple sizes of garments, the art may look very different on larger shirt sizes. The art does not scale up with the shirt size, and any change in art size must be set aside as a separate design and priced accordingly. Additionally, garment size will vary from brand to brand and style to style; JEK Sports Inc is not responsible for any discrepancy in garment sizing or dimensions between the mockup and the final product. JEK Sports Inc is not responsible for any confusion regarding the sizing of a customer's art on varying garment sizes.

Turnaround Policies

Due to the possibility of file problems, technical malfunctions, or unforeseen changes with orders, time sensitive jobs should be planned in advance. Turnaround times reflect an average completion time of a normal order. JEK Sports Inc reserves the right to adjust any estimated turnaround time quoted to a customer at the sole discretion of JEK Sports Inc. By agreeing to these terms and conditions the customer expresses consent to JEK Sports Inc's authority to adjust or extend all turnaround times on the basis of order quantity. Turnaround times are quoted in working business days only. Weekends, Holidays and transit times are NOT included in turnaround estimations. Turnaround time is calculated from one work day after an order is finalized to the package shipping from JEK Sports Inc. It does not include the shipping time from JEK Sports Inc to the customer. Shipping and transit times are outside the control of JEK Sports Inc, and JEK Sports Inc will not be held responsible for any delays once the shipment has left our shop. Shipping and transit times may vary based on multiple factors. See "Shipping/Packaging" for more details on shipping and transit times.

Standard Turnaround

Standard Turnaround time is estimated at 5-7 business days. Standard turnaround ship dates are not guaranteed, and the 5-7 day estimate is not guaranteed in any way. Please contact JEK Sports Inc for current, adjusted turnaround time estimations. JEK Sports Inc will not be held liable for any variations in actual turnaround time with Standard Turnaround.

Rush Turnaround

Rush Turnaround is a guaranteed service for shipment of time sensitive orders. Any order placed with a specified ship date is considered a rush order and the ship date will be guaranteed (dependent on garment availability, which will be verified before a rush is placed on the order). Additional charges may apply depending on the size and complexity of the order or the amount of work days available to complete the order. All orders finalized after 3:00pm (EST) will be considered part of the following work day's processing for turnaround purposes. Please contact JEK Sports Inc for current Rush Turnaround rates. Rush Turnaround only guarantees the day that an order will ship from JEK Sports Inc and does not relate to shipping costs or transit times. If a Rush order is unable to meet its guaranteed ship date, and can still be used, all Rush Turnaround charges and applicable shipping charges will be refunded. If the Rush order misses its guaranteed ship date, and is unable to be used, the customer may receive a full refund with a complete return of all un used merchandise.

Garments

GENERAL

It is the customer's responsibility to select garments for their order. JEK Sports Inc may offer advice or suggestions, but JEK Sports Inc is not responsible for any potential problems or unsatisfactory outcomes related to garment selection. Additionally, JEK Sports Inc is not responsible to any issues related to the garments themselves. JEK Sports Inc is solely a printing company and has no relation to any blank manufacturer. JEK Sports Inc will attempt to look for any factory damages, but any issues with garments must be taken up with the garment manufacturer. JEK Sports Inc will not offer any refunds or replacements on orders that are deemed unsatisfactory based on issues with the garment. JEK Sports Inc is not responsible for any issues with the print that are caused by the blank, including, but not limited to, excessive migration, seam inconsistencies, sizing inconsistencies, or color inconsistencies.

Garment Purchasing

JEK Sports Inc has a limited in-house inventory of garments and therefore will not have blank garments before the order is finalized. JEK Sports Inc retains the right to order a customer's garments from any garment vendor they choose. If a customer chooses a garment that is currently unavailable, the projected ship date may be directly affected. JEK Sports Inc is not responsible for any delays caused by unavailable garments. When a garment is out of stock, the customer has two options for how JEK Sports Inc will deal with the issue. The two options are:

- JEK Sports Inc will order a comparable garment without contacting the customer.
- JEK Sports Inc will put the order on hold and contact the customer for further instructions. (Ship Date may be delayed.)

Inconsistencies

Printing Process / Preproduction

Dye-sublimation printing on garments is a complicated process. There are many factors that may cause print inconsistencies. JEK Sports Inc is not responsible for issues that are classified as standard dye-sublimation printing inconsistencies. These issues include garment issues (varying textures, color accuracy, factory damages), print-related issues (tone shift, fabric migration, ghosting), size inconsistency (caused by fabric stretch), and print placement inconsistency (expected tolerance of 1 inch in any direction). These issues are inherent to the dye-sublimation printing process. JEK Sports Inc does everything we can to avoid these issues, but we are not responsible for standard dye-sublimation printing inconsistencies. JEK Sports Inc will not provide any sort of refund or replacement based on issues regarded as inherent to the printing process. JEK Sports Inc will be the sole decision-maker in such situations.

Additionally, any print which interacts with a seam, pocket, or zipper is subject to inconsistency and damages. Choosing to print near one of these obstacles will often cause discrepancies (gaps in the print, lost registration, faded or misaligned prints)

which are not fully reflected in the digital mockup. We strongly suggest that you avoid these high risk areas, but if you choose to print on or near a high risk area JEK Sports Inc is not responsible for any issues that may arise. Therefore, we will not accept returns on items damaged as a result of printing in a high risk area.

Shipping

GENERAL

Shipping and transit times may vary based on several factors. On standard turnaround orders, JEK Sports Inc has the right to adjust shipping times and delivery dates at our discretion. Any specific delivery date is an estimation and is therefore non-binding. JEK Sports Inc will not be held responsible for any estimated delivery dates quoted during customer correspondence. JEK Sports Inc handles your order with great care, but we are not responsible for any loss, damage, or shipping delay caused by a delivery carrier.

The customer may request the use of a third party carrier such as a shipping company or a courier. JEK Sports Inc reserves the right to refuse the use of any carrier at any time for any reason.

The customer may request expedited shipping for any time-sensitive orders. Expedited shipping is separate from Rush Turnaround, and will include additional costs and fees. These costs are determined by UPS or the chosen shipping carrier and are not guaranteed by JEK Sports Inc. JEK Sports Inc will attempt to make the customer aware of any fees for expedited shipping, but will not be held responsible for any incorrect quotes or misunderstanding by the customer. It is the customer's responsibility to request expedited shipping separate from Rush Turnaround. If there is any issue or mistake with the shipping, that responsibility falls on the shipping company or courier, not on JEK Sports Inc. JEK Sports Inc will provide tracking upon request for merchandise that has shipped.

Lost, Damaged, Late, Or Incorrectly Delivered Packages

JEK Sports Inc merchandise is carefully packaged and thoroughly inspected before it is shipped out. Responsibility for the safe delivery of goods is assumed by the carrier upon acceptance of the shipment. JEK Sports Inc is not liable for any loss or damage sustained in transit. All claims for loss or damage should be made to the carrier. JEK Sports Inc may voluntarily reprint an order that is stolen, damaged, or lost by the carrier for reduced or no cost to the customer. This is entirely at the discretion of JEK Sports Inc and JEK Sports Inc is not required to replace any order that is mishandled by the carrier. Any replacement orders that are provided for no cost or discounted cost will be shipped by standard ground shipping.

It is the responsibility of the customer to provide JEK Sports Inc with a correct and complete delivery address. Any order that fails to reach its destination because of an incorrect or incomplete delivery address is the full responsibility of the customer. The customer then accepts any costs necessary to get the package to its correct destination.

JEK Sports Inc is not responsible for any shipment that arrives past its expected delivery date. If an order is a guaranteed Rush Turnaround, and it arrives past its delivery date, but can still be used, JEK Sports Inc will refund all rush and expedited shipping charges. If the order can no longer be used, the customer will receive a full refund upon the complete return of all unused merchandise.

Packaging

The customer may request for their order to be shipped in “blind” packaging without JEK Sports Inc branding on the packaging. If the customer has their own branded packaging, we may ship orders in supplied packaging. If the customer requests to supply packaging, but has not delivered the packaging by the time the order is to be shipped we will use default JEK Sports Inc packaging.

Payments

GENERAL

JEK Sports Inc reserves the right to adjust pricing at any time for any reason without customer consent. By accepting these terms and conditions, the customer consents to JEK Sports Inc’s authority in pricing adjustments, and by initiating an order with JEK Sports Inc, the customer accepts all JEK Sports Inc payment terms and conditions.

Any pricing quoted to a customer by JEK Sports Inc is to be considered an estimation of price. JEK Sports Inc is not required to match any quoted price and reserve the right to change pricing at any time without warning. Once an order has been finalized and payment has been paid, the pricing will be locked and regarded as final unless the order is further changed after the fact.

Any and all payments made to JEK Sports Inc are immediately considered property of JEK Sports Inc upon payment. JEK Sports Inc reserves the right to refuse refunds or reimbursement of any payments for any reason. If JEK Sports Inc approves a cancellation of a finalized order before production has begun on the order, the customer may be refunded 75% of the invoice total paid at the discretion of JEK Sports Inc. If JEK Sports Inc approves a return for a customer, the customer may receive a full reimbursement, a credit to their account, or a reprint of the customer’s merchandise free of charge, to be determined at the sole discretion of JEK Sports Inc.

Any pricing for printing or production services is subject to change at any time without warning or notification at the sole discretion of JEK Sports Inc. JEK Sports Inc is not obligated to honor any pricing quoted digitally, published publicly, or communicated verbally.

Final Payment

The order must be paid in full before the projected ship date. If a balance is not paid, the order will not be shipped. The order will be put on hold until full payment is received. JEK Sports Inc is under no obligation to deliver any merchandise to customers who have not paid their full order.

Discounts

All discounts quoted to a customer by JEK Sports Inc is to be considered an indefinite estimation of a temporary price. JEK Sports Inc is under no obligation to honor any discounts quoted to a customer or advertised in any form, and pricing is subject to change at any time without warning. Currently JEK Sports Inc offers discounts based on the quantity of pieces within an individual design for an individual order. JEK Sports Inc does not offer any discounts based on total quantity of pieces if the order contains multiple designs or ship dates.

JEK Sports Inc does not offer any discounts for a customer re-order. Each order that is placed is considered an individual instance of the order and will be priced accordingly.

Fees

JEK Sports Inc reserves the right to adjust, modify, or add extra cost to an order for any reason related to an order requiring an unordinary amount of resources or time, or for other extenuating circumstances to be determined by JEK Sports Inc. There are several circumstances which will incur additional cost beyond the blank and print price.

Rush Turnaround

Rush Turnaround is a service offered by JEK Sports Inc which allows customers to guarantee a ship date, and request a ship date quicker than the Standard Turnaround time. Turnaround fees are completely separate from shipping fees, and only relate to the time between the order finalizing and the ship date. Standard Turnaround estimates and Rush Turnaround prices are subject to change at any time. Please contact JEK Sports Inc for current turnaround times and Rush fees.

Shipping

Currently standard shipping with UPS Ground or USPS Priority mail to the continental United States. Shipping price is subject to change at any time for any reason without notification to the customer. Expedited shipping is available for an additional fee to be determined on a case by case basis. In most cases, overnight shipping is available. This price is contingent on the time frame of the shipping, along with the total size, quantity, and weight of the order. Please contact JEK Sports Inc for current shipping fees.

Additionally, any order that must be shipped on a Saturday will occur a convenience charge of at least \$5.00. This is an indisputable charge applying to all orders that must be shipped on any Saturday.

Art/Print Related Fees

If a customer's art needs extra work outside of the normal duties of the Art Department, , the Art Department will quote an amount of time the piece of art will take. This quote will be communicated to the customer who must then approve the quote before the artist will begin work on the custom art project. Because this is outside of the

normal tasks of the Art Department, JEK Sports Inc cannot guarantee a turnaround time or delivery date for custom art. Additionally, the Art Department reserves the right to refuse a custom art job at any time for any reason.

- Note: If any customer's failure to follow the JEK Sports Inc Payment Terms leads to legal action on the part of either party, the customer will be held solely responsible and liable for all payments or charges associated with the customer account as well as any and all legal fees undertaken by the customer or by JEK Sports Inc during the process of any legal proceedings.

Cancellations & Returns

GENERAL

JEK Sports Inc reserves the right to make any and all final decisions regarding cancellations and returns. Both cancellations and returns are invalid if not first approved and agreed upon by JEK Sports Inc. If a customer desires to make a cancellation, they must first get official consent from JEK Sports Inc, or otherwise be subject to full payment of the order invoice. All terms and details of a cancellation or return will be decided at the sole discretion of JEK Sports Inc.

Cancellations

Orders may be cancelled before finalization at any time with no charge to the customer. Orders cancelled after finalization, but before production has begun on the order may be available for a partial refund of the invoice, to be determined by JEK Sports Inc. Orders may not be cancelled for any reason after the order has been printed. An attempt to cancel the order after printing will be invalid and the customer will be fully responsible for the full invoice total.

Returns

All returns claims are subject to approval by JEK Sports Inc. Returning goods to JEK Sports Inc without official authorization of the return will not be recognized and will not be eligible for a refund or credit to the customer account.

Reasons for JEK Sports Inc to authorize a return may include: incorrect garment color, incorrectly sized artwork, incorrect colors in the art, or missing garments. These reasons must be present in over 5% of the delivered garments, and must be the direct fault of JEK Sports Inc. If a return is approved, JEK Sports Inc may award the customer a reprint of the merchandise free of charge.

Promotions

We love the work that we do, and we love showing off all of our awesome customers. We think this is an excellent way for us to help each other; we get to use customer's art to show off our printing abilities, and our customers get free advertisement to all of our followers. We do understand that some situations require a little discretion, however, so if a customer would not like their merchandise used in promotional materials they must specify before the order is placed. If a customer has not specifically selected for their

merchandise to be kept private, JEK Sports Inc is not responsible for any customer work used in advertising. If a specific order should be kept secret, such as a timed-release clothing line, it must be noted.

Legal

If any customer's failure to follow the JEK Sports Inc Customer Agreement leads to legal action on the part of either party, the customer will be held solely responsible and liable for all payments or charges associated with the customer account as well as any and all legal fees undertaken by the customer or by JEK Sports Inc. during the process of any legal proceedings.