TERMS & CONDITIONS:

SAFETY:

- THE NUBBER LLC accepts no responsible in any fashion for inappropriate use of product(s).
- THE NUBBER LLC accepts no responsible in any fashion for uncleanly use of product(s).

PRODUCT PRICING:

STANDARD PRODUCT PRICING:

- CURRENT MANUFACTURER SUGGESTED RETAIL PRICE (MSRP):
- As defined on <u>www.TheNubber.com</u>:
- Quantities of 1 To 20 units

WHOLESALE PRICING:

- BASED UPON ORDER QUANTITY:
 - As defined on www.TheNubber.com:
 - PRICING PER UNIT AND UNCUSTOMIZED:

UNIT COUNT	DISCOUNT
1-20	0%
21-100	2%
101-500	3%
501-1000	5%

- PRICING FOR CUSTOMIZATION WILL BE DETERMINED ON A PER ORDER BASIS:
 - DEPENDENT UPON OVERALL ORDER QTY
 - DEPENDENT UPON NUMBER OF CUSTOMIZATION REQUESTED IN ORDER

CUSTOMIZATION FEES:

• Customization fees will be charged at a cost of \$5.00 per customization.

ORDERING PROCESS:

- Ordering process is designed to ensure maximum customer satisfaction and highest quality workmanship.
- No order will be processed or shipped without confirmation of CUSTOMER INQUIRY, THE NUBBER LLC INQUIRY RESPONSE, APPROVAL of THE NUBBER LLC SAMPLE ARTWORK, confirmation of REQUIRED CUSTOMER INFORMATION (for invoicing purposes), and INVOICE PAYMENT.

CUSTOMER INQUIRY:

- Customer contacts THE NUBBER LLC via social media messaging (FaceBook / InstaGram), or website messaging via www.TheNubber.com, or email.
- Customer provides preliminary description of product model(s), quantity(ies), and / or product customization preference(s).

INQUIRY RESPONSE:

- THE NUBBER LLC replies back to customer confirming receipt of customer inquiry requesting clarification of customer inquiry.
 - THE NUBBER LLC email reply to **CUSTOMER INQUIRY** will confirm the following:
 - Customer provided preliminary description of product model(s), quantity(ies), and / or product customization preference(s).
 - Intent to submit SAMPLE ARTWORK to customer(s).

- Request for confirmation of **REQUIRED CUSTOMER INFORMATION** (for invoice purposes):
- Customer Email Address
- Customer Contact Telephone Number
- Customer First Name
- Customer Last Name
- Customer Billing Address
- Customer Shipping Address
- THE NUBBER LLC replies back to customer(s) confirming receipt of customer(s) inquiry with reply.
 - Providing **SAMPLE ARTWORK** based upon customer (s) inquiry email.
 - Requesting revision clarification needs for or approval of submitted SAMPLE ARTWORK.
 - Requesting confirmation of **REQUIRED CUSTOMER INFORMATION** for invoicing purposes.
 - Customer Email Address
 - Customer Contact Telephone Number
 - Customer First Name
 - Customer Last Name
 - Customer Billing Address
 - Customer Shipping Address

SAMPLE ARTWORK:

For customer orders that request customization, THE NUBBER LLC will supply **SAMPLE ARTWORK** (simple graphic rendering) for customer review, revision(s), and subsequent approval via email prior to the order being invoiced, produced, or shipped.

 Please refer to PRODUCT CUSTOMIZATION section for additional guidelines related to THE NUBBER LLC policies and practices.

CUSTOMER APPROVAL OF SAMPLE ARTWORK:

For customer orders that request customization, THE NUBBER LLC will supply **SAMPLE ARTWORK** (simple graphic rendering) for customer review, revision(s), and subsequent approval via email prior to the order being invoiced, produced, or shipped.

 Please refer to PRODUCT CUSTOMIZATION section for additional guidelines related to THE NUBBER LLC policies and practices.

INVOICING:

All invoicing will be processed via PayPal Business Services.

- REQUIRED CUSTOMER INFORMATION:
 - Customer Email Address
 - Customer Contact Telephone Number
 - Customer First Name
 - o Customer Last Name
 - Customer Billing Address
 - Customer Shipping Address
- PRODUCT PRICING:
 - See PRODUCT PRICING section above.
- CUSTOMIZATION FEES:
 - Please refer to PRODUCT PRICING CUSOTMIZATION FEES section for additional guidelines related to THE NUBBER LLC policies and practices.

- Please refer to PRODUCT CUSTOMIZATION section for additional guidelines related to THE NUBBER LLC policies and practices.
- SHIPPING & HANDLING FEES:
 - Shipping and handling fees will be quoted based upon PayPal Business Services and United States Postal Service pricing at time that THE NUBBER LLC invoice is created.
 - All orders from THE NUBBER LLC to customer(s) will be shipped via United States Postal Service PRIORITY MAIL (2–3 BUSINESS DAY DELIVERY).
 - Customer(s) will be provided USPS Tracking Number for shipments via email to email address as supplied by customer(s).
 - Any alternate arrangements must be communicated to and approved by customer and documented by THE NUBBER LLC.
- DISCOUNT RATES: To be applied to order SUB-TOTAL.
 - Advertising / Promotion discount rates will be associated to sales as publicized by THE NUBBER LLC.
 - "Owner-Prerogative" discount rates will be applied at the discretion of the THE NUBBER LLC.

INVOICE PAYMENT:

All invoice payments will be processed via PayPal Business Services unless alternate arrangements are approved and documented by THE NUBBER LLC.

- An invoice will be sent to the customer via PayPal Busines Service using the required customer email address as supplied by the customer.
- Upon receipt of payment all orders will be processed and shipped based upon AVERAGE PRODUCTION RUN and SHIPPING AND HANDLING timeframes unless alternate arrangements are communicated to and approved by customer and documented by THE NUBBER LLC.
- Any alternate arrangements must be communicated to and approved by customer and documented by THE NUBBER LLC.

PRODUCTION RUN TIMEFRAMES:

- AVERAGE PRODUCTION RUN SHIPPING TIMEFRAMES are based upon order quantity(ies):
 - 1–2 Weeks for quantities of 1 to 19 units
 - o 3–4 Weeks for quantities of 20 to 50 units
 - \circ $\;$ Quantities greater than 50 units will be forecasted on case by case basis.
 - Any alternate arrangements must be communicated to and approved by customer and documented by THE NUBBER LLC.

SHIPPING AND HANDLING TIMEFRAMES:

AVERAGE PRODUCTION RUN SHIPPING TIMEFRAMES are based upon order quantity(ies):

- 1–2 Weeks for quantities of 1 to 19 units
- 3–4 Weeks for quantities of 20 to 50 units
- Quantities greater than 50 units will be forecasted on case by case basis.
- Shipping and handling fees will be quoted based upon PayPal Business Services and United States Postal Service pricing at time that THE NUBBER LLC invoice is created.
- All orders from THE NUBBER LLC to customer(s) will be shipped via United States Postal Service PRIORITY MAIL (2–3 BUSINESS DAY DELIVERY).
 - Customer(s) will be provided USPS Tracking Number for shipments via email to email address as supplied by customer(s).
- Any alternate arrangements must be communicated to and approved by customer and documented by THE NUBBER LLC.

PRODUCT CUSTOMIZATION:

PRINTED ARTWORK PROCESS:

• THE NUBBER LLC presumes that all artwork printed on behalf of customer(s) is classified as public domain or a copy of the artwork that has been legally obtained by customer(s).

LICENSED OR TRADEMARKED ARTWORK:

- THE NUBBER LLC is in no way legally responsible for the acquisition or provision of permission to use licensed or trademarked artwork as requested by the customer(s).
- Customer(s) of THE NUBBER LLC agree to full legal responsibility for use of licensed or trademarked artwork as requested by the customer(s).
- Customer(s) of THE NUBBER LLC agree to fully indemnify THE NUBBER LLC for use of licensed or trademarked artwork as requested by the customer(s).

CIGAR BAND PROCESS:

- Customers requesting products customized using a cigar band from a cigar will be required to:
 - \circ supply cigar band to THE NUBBER LLC via United States Postal Service delivery.
 - approve via email the use of a cigar band as supplied from THE NUBBER LLC library.
- Cigar bands supplied by THE NUBBER LLC will be submitted to the customer via an emailed image of specific cigar band to be used for customer order.
 - Submitted cigar band must be approved by the customer via email prior to the order being invoiced, produced, or shipped.

REPAIRS:

- Product repair timeframes and fees will be addressed with customer(s) on a case by case basis.
- Shipping and handling fees to and from THE NUBBER LLC will be invoiced to the customer(s).
- A repair fee estimate will be provided to the customer(s) for review and approval prior to the repair request being invoiced, completed, or shipped back to customer(s).

RETURNS:

CUSTOMIZED PRODUCTS:

AS customized product(s) are required to be approved by customer(s) prior to invoice, production, or shipping, no customized product(s) will not be accepted by THE NUBBER LLC for returns.

UNCUSTOMIZED PRODUCTS:

Unused product(s) that have not been customized by THE NUBBER LLC will be accepted for return from the original purchasing customer(s) no more than 30 days after product(s) have been delivered to customer(s).

- THE NUBBER LLC will accept product(s) for return from the original purchasing customer(s) no more than 30 days after product(s) have been delivered to customer(s).
- Customer will be responsible for shipping and handling fees for product(s) returned to THE NUBBER LLC.
- Customer must provide shipping and handling tracking number to THE NUBBER LLC for returned product(s).
- Return of THE NUBBER LLC product(s) will be subject to a 15% RETURN TO STOCK FEE (Based Upon Invoice Price Per Unit).
- Return of THE NUBBER LLC product(s) will only be accepted from the customer(s) that placed the original order.
- Return of THE NUBBER LLC product(s) will only be accepted on product(s) that have not been previously used.