



Policies

Copyrights and Trademarks

By submitting a design or a logo to Abletrophies.com, you warrant and represent that you are the sole, legal owner or licensee of all rights, including copyright, to each copyright, trademark, service mark, trade name, logo, statement, portrait, graphic, artwork, photograph, picture or illustration of any person or any other intellectual property included in such design.

Further you warrant and represent that no part of the design: (a) violates or infringes upon any common law or statutory right of any person or entity, including, but not limited to, rights relating to copyrights, trademarks, contract rights, moral rights or rights of public performance; (b) is the subject of any notice of such infringement you have received; or (c) is subject to any restriction or right of any kind or nature whatsoever which would prevent Abletrophies.com from legally reproducing the images or text submitted.

You agree to defend, at your sole expense, any claim, suit, or proceeding brought against Abletrophies.com which relates to, or is based upon, a claim that any portion of the design infringes or constitutes wrongful use of any copyright, trademark, or other right of any third party, provided that Abletrophies.com gives you written notice of any such claim and provides you such reasonable cooperation and assistance as you may require in the defense thereof. You shall pay any damages and costs assessed against Abletrophies.com pursuant to such a suit or proceeding. Further, you agree to indemnify and hold Abletrophies.com harmless from and with respect to any such loss or damage (including, but not limited to, reasonable attorneys' fees and costs) associated with any such claim, suit or proceeding.

All items shown on this web site containing corporate logos or registered trademarks are shown only to illustrate Abletrophies.com logo reproduction capabilities. Purchase of merchandise from Abletrophies.com in no way, shape or form grants you permission to reproduce logos, nor does it transfer, grant or lease ownership of any logos or trademarks to you.

Shipping Delays

Customer agrees not to hold Abletrophies.com accountable for shipping and delivery delays. When your order is shipped from our engraving facility, it is carrier's responsibility to deliver the order in time allocated according to the shipping method. Late approvals from customers may require expedited shipping methods or in some cases rush production charges.

Graphical Proofs

In order to ensure customer satisfaction, we proof all orders which require personalization and engraving. We strongly encourage customers to proof-read and spell-check personalization text prior to order submission. Customer revision and approval of graphical proofs is required for all engraved orders. We will not proceed with final engraving until customer's approval is received.

We ask customers to reply to proof emails within 24 hours so as not to effect expected date of shipment. Late approvals from customers may require expedited shipping methods or in some cases rush production charges.

Abletrophies.com does not take financial responsibility for the incorrect spelling of personalization text provided by the customer. It is the customer's responsibility to spell check and proof read personalization text prior to submitting their orders. Customers are responsible for the charges they have authorized. We strongly encourage our customers to carefully review the proofs before the product is permanently engraved.

Merchandise Exchange and Return

All sales and orders are final. Due to the fact that our merchandise is personalized and made to custom specifications, it can not be returned. There are no refunds once your order is in production. If you have approved the artwork or graphical proof for your order, your order is in production and cannot be cancelled. In addition, we do not offer returns for blank items. All orders are considered custom.

Pre-production cancellation

The customer is liable to pay the agreed upon price for any work that may have been completed up to the pre-production time, if we are able to cancel your order. These charges may include but are not limited to setup charges, artwork preparation charges, shipping charges and restocking fees. The artwork set-up fee of \$25.00 and restocking fees (up to 40% of the total order) will be charged if the order is cancelled prior to production or proof approval.

Abletrophies.com does not take financial responsibility for the incorrect spelling of personalization text provided by the customer. It is the customer's responsibility to spell check and proof read personalization text prior to submitting their orders. You are responsible for the charges you have authorized. We strongly encourage our customers to carefully review the proofs before the product is permanently engraved.

Freight Claims, and Breakage

Please note that UPS and Federal Express will not deliver to PO boxes, or APO/FPO addresses. Please make sure that your shipping address is a physical address.

Before we ship your order, we send each item to our quality control team, where it is thoroughly inspected. After all products are inspected, the order is carefully packaged and shipped to the customer's shipping address. All goods become customer's property at the time they are accepted by the carrier. All goods are customized products with the customer personalization and are not returnable.

We insure each package shipped for its original value. Please inspect the merchandise upon receipt. Customers are responsible for filing damage or loss claims, in the event shipping carrier damages products in transit. We strongly advise to retain original packaging, including boxes, cartons, all of the packing material and the damaged items for carrier's inspection. All freight damages must be reported to us and an appropriate shipping carrier within 3 business days of merchandise receipt.

Customers are responsible to pay all shipping costs, custom duties, taxes or tariffs associated with their orders. Abletrophies.com is not responsible for preparing or providing import, export, NAFTA and certificate of origin documentations.

Merchandise Inspection and Claims

We strongly encourage our customers to thoroughly inspect all merchandise upon receipt. Production defects or flaws must be reported within 3 business days of merchandise receipt. Abletrophies.com reserves the right to deny claims reported after 3 business days of merchandise receipt.

To report production defect, please contact us via fax and include the following information: company name, contact name, contact phone number, list of merchandise received, and a note explaining loss or damage. Do not return merchandise without our authorization. All returns must be authorized in writing by

a representative of Abletrophies.com Unauthorized return shipments will be returned back to the customer at customer's expense.

In the event of production defects, we will issue a refund or a replacement after we receive, inspect, and verify the defects in the merchandise. Production time of the replacement may vary between 3-7 business days.

Payment Terms

We accept the following types of Credit Cards (Visa, MasterCard or American Express).

In some cases, we can do a Purchase Order, or a company check, but please call us first to arrange this.

When providing credit card information, please include your order number, the type of card, the card number, the expiration date and your full name and billing address as it appears on the card. Information regarding account number and expiration dates as well as authorized signatures will be held entirely confidential. When paying by credit card, you will be charged 100% of the amount stated on your receipt as soon as we start working on your order. This secures the merchandise and puts the order into production to be customized.

Check Payments

A Returned Check Fee of \$25.00 will be assessed in the event a check is returned for Non Sufficient Funds. Products are shipped when the funds clear our bank. In the event your order is time-sensitive, we strongly recommend using a credit card.

Purchase Orders and Net 30 Terms

All unpaid invoices shall bear interest at an amount equal to 1.5% of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less), commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, and termination of any one or more sales agreements. Notwithstanding any "net" payment provisions specified on the invoice, Abletrophies.com shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by Abletrophies.com at any time and without prior notice. Abletrophies.com retains (and Buyer grants to Abletrophies.com by submitting a purchase order) a security interest in the Products to secure payment in full and compliance with all sales agreements, and Buyer agrees to execute any additional documents necessary to perfect such security interest. In the event the sales invoice shall be placed by Abletrophies.com in the hands of an attorney for the purpose of collection, with or without litigation, or for the purpose of enforcing Abletrophies.com security interest in the Products, the Buyer agrees to pay any and all costs associated with such placement, including, without limitation, attorney's fees and costs incurred prior to, during, or subsequent to trial, and including, without limitation, collection, bankruptcy, or other creditor's rights proceedings.

Blank Sample Request

A sample request is a merchandise purchase of maximum two blank items that can be returned within 7 business days upon receipt of the merchandise. A full payment for the merchandise, shipping, insurance and handling fees will be charged to the customer's credit card when the merchandise is shipped.

The customer assumes full liability and responsibility for the sample merchandise in transit and at their location. If the sample merchandise is returned to Abletrophies.com within 10 business days; in the original packaging and original condition (brand new), the customer's credit card will be credited for the cost of merchandise only. Abletrophies.com will not issue refunds for merchandise returned after 10 business days upon customer's receipt of the merchandise or merchandise returned damaged. Customers are responsible for filing damage claims with the shipping carrier.

The customer agrees to pay all shipping, insurance, and handling charges incurred during shipping the sample items, including shipping and insurance of the merchandise back to Abletrophies.com Shipping and insurance charges will be billed to the customer's credit card or waived if the customer uses their own

shipping account.

Purchase Orders

We accept purchase orders from accredited US companies and organizations. Abletrophies.com reserves the right to approve or deny purchase order terms. Please email sales@abletrophies.com to request purchase order terms approval.

Purchase orders must be submitted on our purchase order form. Your purchase order form can only be accepted when accompanied by a unique PO number and the signature of the officer authorizing the purchase. We cannot ship products ordered from purchase orders until the purchase order documentation is on file and has been verified.

Purchase order terms must be pre-approved by our sales representatives. Abletrophies.com extends 15-Day or 30-Day Net payment terms on all faxed and electronic purchase orders. All unpaid invoices and purchase orders shall bear interest at an amount equal to 1.5% of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less), commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, and termination of any one or more sales agreements. Notwithstanding any "net" payment provisions specified on the invoice, Abletrophies.com shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by Abletrophies.com at any time and without prior notice. Abletrophies.com retains (and Buyer grants to Abletrophies.com by submitting a purchase order) a security interest in the Products to secure payment in full and compliance with all sales agreements, and Buyer agrees to execute any additional documents necessary to perfect such security interest. In the event the sales invoice shall be placed by Abletrophies.com in the hands of an attorney for the purpose of collection, with or without litigation, or for the purpose of enforcing Abletrophies.com security interest in the Products, the Buyer agrees to pay any and all costs associated with such placement, including, without limitation, attorney's fees and costs incurred prior to, during, or subsequent to trial, and including, without limitation, collection, bankruptcy, or other creditor's rights proceedings.

Resale Purchases

Businesses who are reselling our products receive a 10% discount on orders over \$1000.00

Sizes and Dimensions

Due to the fact that each crystal is cut by hand, actual sizes may slightly vary from sizes quoted.

Terms of Sale

These terms and conditions of sales are the terms and conditions upon which Abletrophies.com makes all sales. Abletrophies.com will not accept any other terms and conditions of sale, unless Buyer and Abletrophies.com have executed a master contract which specifically supersedes and replaces these terms and conditions. Acceptance of all purchase orders is expressly made conditional upon Buyer's assent, expressed or implied, to the terms and conditions set forth herein without modification or addition.

1. ACCEPTANCE

Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever first occurs: (a) Buyer's making of an offer to purchase Product from Abletrophies.com; (b) Buyer's written acknowledgment hereof; (c) Buyer's acceptance of any shipment of any part of the items specified for delivery (the "Products"); or (d) any other act or expression of acceptance by Buyer. Abletrophies.com acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception, and any term, condition or proposals hereafter submitted by Buyer (whether oral

or in writing) which is inconsistent with or in addition to the terms and conditions set forth hereon is objected to and is hereby rejected by Abletrophies.com. Abletrophies.com silence or failure to respond to any such subsequent or different term, condition or proposal shall not be deemed to be Abletrophies.com acceptance or approval thereof.

2. DELIVERY

Unless otherwise agreed in writing, delivery shall be made in accordance with Abletrophies.com shipping policy in effect on the date of shipment. For all domestic transactions, unless otherwise stated on the front of the invoice, title to, and all risk of loss or damage with respect to the Products shall pass to Buyer upon delivery by Abletrophies.com to the carrier or Buyer's or carrier's representative at Abletrophies.com location. For all international transactions, the Product shall be sold on a delivered, insurance paid, duty and international freight unpaid basis. Abletrophies.com assumes no responsibility for charges attendant to Customs clearance in the country of delivery, customs duty, VAT or any other charges or taxes within the country designated for delivery by the Buyer. Buyer shall promptly notify Abletrophies.com in no event later than three (3) business days after delivery, of any claimed shortages, breakages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery. Abletrophies.com shall not be liable for any shipment delays. It is carrier's responsibility to deliver the order in time allocated according to the shipping method. Buyer is responsible for filing damage or loss claims, in the event shipping carrier damages products in transit. We strongly advise to retain original packaging, including boxes, cartons, all of the packing material and the damaged items for carrier's inspection.

3. PRICE AND PAYMENT

Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), as well as import or customs duties, license fees and similar charges, however designated or levied on the sale of the Products (or the delivery thereof) or measured by the purchase price paid for the Products. (Abletrophies.com prices set forth on the front side of the invoice do not include such taxes, fees and charges.) Exemption certificates must be presented prior to shipment if they are to be honored. Payment in full is due thirty (30) days ROG (Receipt of Goods). Abletrophies.com at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. All unpaid invoices shall bear interest at an amount equal to 1.5% of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less), commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, and termination of any one or more sales agreements. Notwithstanding any "net" payment provisions specified on the invoice, Abletrophies.com shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by Abletrophies.com at any time and without prior notice. Abletrophies.com retains (and Buyer grants to Abletrophies.com by submitting a purchase order) a security interest in the Products to secure payment in full and compliance with all sales agreements, and Buyer agrees to execute any additional documents necessary to perfect such security interest. In the event the sales invoice shall be placed by Abletrophies.com in the hands of an attorney for the purpose of collection, with or without litigation, or for the purpose of enforcing Abletrophies.com security interest in the Products, the Buyer agrees to pay any and all costs associated with such placement, including, without limitation, attorney's fees and costs incurred prior to, during, or subsequent to trial, and including, without limitation, collection, bankruptcy, or other creditor's rights proceedings. If a sale is to occur, or the Product is to be shipped, outside of the United States, Buyer acknowledges and agrees that the amount due Abletrophies.com is contracted in U.S. Dollars and that payment in U.S. Dollars is of the essence.

4. PRODUCT RETURNS

All sales and orders are final. There are no refunds once Buyer's order is in production. If Buyer approved the artwork or graphical proof of order, then the order is in production and cannot be cancelled. In addition,

Abletrophies.com does not offer returns for blank items. Buyer is liable to pay the agreed upon price for any work that may have been completed up to the pre-production time, if Abletrophies.com is able to cancel the order. These charges may include but are not limited to setup charges, artwork preparation charges, shipping charges and restocking fees. The artwork set-up fee of \$25.00 and restocking fees (up to 40% of the total order) will be charged if the order is cancelled prior to production or proof approval. Abletrophies.com does not take financial responsibility for the incorrect spelling of personalization text provided by Buyer. It is the Buyer's responsibility to spell check and proof read personalization text prior to submitting orders. Return of Products purchased and claimed to be defective, shall be governed by Abletrophies.com Product Return policies. Buyer must notify Abletrophies.com of defects in product delivered in no event later than three (3) business days after delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for claims of defects. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery. Upon defective product claim investigation, Abletrophies.com will determine a validity of claim. If product is determined to be defective by Abletrophies.com, Abletrophies.com will produce and ship product replacement. Abletrophies.com reserves the right to modify or eliminate this or any such policies at any time. Although Abletrophies.com policies may permit Buyer to return Products claimed to be defective under certain circumstances, Abletrophies.com makes no representations or warranties of any kind with respect to the Products. Abletrophies.com HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Abletrophies.com WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF WARRANTY. The right to return defective Products, as previously described, shall constitute Abletrophies.com sole liability and Buyer's exclusive remedy in connection with any claim of any kind relating to the quality, condition or performance of any Product, whether such claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise. In the event Abletrophies.com issues a return authorization to Buyer allowing Buyer to return Product to Abletrophies.com, Buyer will deliver the Product to Abletrophies.com address in the United States, if so required by Abletrophies.com, and Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes) as well as import or customs duties, license fees and similar charges, however designated or levied, on any replacement Product to be shipped by Abletrophies.com to Buyer.

5. LIMITATION OF LIABILITY

Abletrophies.com shall not be liable under any circumstances for any special, consequential, incidental, punitive or exemplary damages arising out of or in any way connected with the agreement to sell Product to Buyer or the Product, including, but not limited to, damages for lost profits, loss of use, lost data or for any damages or sums paid by Buyer to third parties, even if Abletrophies.com has been advised of possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

6. GENERAL

These terms and conditions shall constitute the final, complete and exclusive agreement of the parties with respect to all sales by Abletrophies.com to Buyer and shall supersede all prior offers, negotiations, understandings and agreements. Unless Buyer and Abletrophies.com have executed a master contract which specifically supersedes and replaces the terms and conditions herein, it is expressly agreed that no prior or contemporaneous agreement or understanding, whether written or oral, shall contradict, modify, supplement or explain the terms and conditions contained herein. No additional or different terms or conditions, whether material or immaterial, shall become a part of any sales agreement unless expressly accepted in writing by an authorized officer of Abletrophies.com. Any waiver by Abletrophies.com of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or of any future defaults hereunder. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise

or enforcement of rights hereunder. Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the province of British Columbia shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions. All sales agreements shall be deemed made in, and shall be governed by, the laws of the province of British Columbia. The venue for any disputes arising out of any sales agreement shall be, at Abletrophies.com sole and exclusive option, British Columbia or the courts with proper jurisdiction at Buyer's location.