

Terms of Sale

GENERAL TERMS: This Terms of Sale Agreement (hereinafter "Agreement") is made effective as of the order date, by and between Lara Janzen Photography, LLC (hereinafter "The COMPANY") an Oregon Limited Liability Company, and the signatory to this document (hereinafter "Buyer") and subject to the following conditions:

1. **LEGAL CLAIM:** THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS AS STATED BELOW PLEASE REFRAIN FROM ACCESSING OUR WEBSITE OR MAKING ANY PURCHASES. THE COMPANY RESERVES THE RIGHT TO CHANGE, MODIFY, OR AMEND THESE TERMS AND CONDITIONS WITHOUT NOTICE.
2. **DISCLAIMER OF WARRANTIES:** THIS SITE AND RELATED PRODUCTS FOR PURCHASE, INCLUDING ALL CONTENT, FUNCTIONS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE SITE OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED.
3. **ORDER APPROVAL:** Customer is responsible for final proof and layout approval prior to the printing process. Customer shall approve the final proof and layout via The Company's approval system or by confirming with The COMPANY via email. The COMPANY is NOT LIABLE for errors in the final product caused by any of the following reasons: (a) Misspellings; (b) Graphics; (c) Bleeds; (d) Grammar; (e) Damaged Fonts; (f) Punctuation; (g) Wrong Cuts; (h) Incorrect or Missing Folds; or (i) Finished Product Size.
4. **COLOR PROOFING, MATCHING & PRINTING:** The COMPANY is not liable for color matching or ink density on screen proofs approved by Customers. Screen proofs will predict design layout, text accuracy, image proportion and placement, but not color or density. The COMPANY will try its best to match the gradient density of each color, but The COMPANY is not liable for the final appearance of a color.
5. **MANUFACTURING DEFECT:** The COMPANY uses third party manufacturing and is not responsible for manufacturing defects. In the event that there is a manufacturing mistake, The COMPANY will not issue a refund but instead have the issue fixed and the order recreated. In the event of manufacturing defect, the original shipping deadline will be extended at The COMPANY's sole discretion. Customer agrees that they will not hold The COMPANY liable for any damages caused by a manufacturing defect.
6. **TITLE AND RISK OF LOSS:** Title to and risk of loss of goods shall pass to the buyer upon delivery F.O.B. at the seller's plant to an agent of the buyer including a common carrier, notwithstanding any prepayment or allowance of freight The COMPANY. Any loss of goods by a delivery service is the responsibility of the delivering company and/or Buyer.
7. **SHIPPING DEADLINE:** The COMPANY is not liable for any shipping delay caused by a third party. The COMPANY guarantees the ship date, but cannot guarantee the arrival date of any product ordered.

8. **OFFENSIVE MATERIAL:** The COMPANY reserves the right, but not the obligation, to refuse to produce any materials, in whole or in part, that in its sole discretion deems to be offensive, indecent, or otherwise inappropriate and regardless of whether this material or its dissemination is unlawful.
9. **COPYRIGHT:** When Buyer elects to purchase product from the COMPANY, Buyer grants the COMPANY, a perpetual, universal, nonexclusive right to copy, display, modify, transmit, make derivative works of and distribute any content transmitted or provided to the COMPANY, by the Buyer, solely for the purpose of providing Buyer with the product requested. Buyer also grants the COMPANY, the right to use Buyer's finished product or design on the COMPANY's website, flyer, etc. for art events such as a gallery, etc. In addition, the COMPANY, may keep leftovers, over prints, etc. solely for the purpose of providing customers with samples that they send as examples, but are not allowed to sell Buyer's product to customers. In no event will the COMPANY, print or display any content provided by you, other than in accordance with any activity initiated by Buyer. Buyer shall remain the owner of all content that Buyer submits to the COMPANY, and represents and warrants to the COMPANY that Buyer is the owner of the copyright to content that Buyer submitted to the COMPANY, or that Buyer has written permission from the copyright owner to subject such content.

All information, images, and content offered on or posted to the COMPANY are protected by U.S. and international copyright laws and by other laws. the COMPANY is unable to provide you with permission to copy, display or distribute material for which you do not own the copyright, and the COMPANY does not provide others with the rights to Buyer's content (unless you give us permission to do so). You may not copy or distribute material unless you are the copyright owner or have the permission from the copyright owner, and BUYER IS SOLELY RESPONSIBLE FOR ANY COPYRIGHT VIOLATIONS BUYER COMMITS AS A RESULT OF THEIR ACTIVITIES, EVEN IF THE VIOLATION IS UNINTENTIONAL the COMPANY has the absolute right to terminate your order or exclude you from the site if you use our Services to violate the intellectual property rights of third parties.

10. **INDEMNIFICATION:** Buyer hereby agrees to indemnify, defend and hold harmless the COMPANY and its Affiliates and their respective officers, directors, employees, and agents from and against all losses, expenses, damages and costs, including reasonable attorney's fees, resulting from any violation of these terms or any activity related to Buyer's account (including Buyer's negligent or wrongful conduct) by Buyer or any other person accessing Buyer's account.
11. **CANCELLATION POLICY:** Buyer is not entitled to a refund for any product they purchase. All sales are final.
12. **COUPONS AND DISCOUNTS:** the COMPANY may cancel or discontinue any coupon or discount at any time.
13. **FORCE MAJEURE:** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond the COMPANY's reasonable control (hereinafter "Force Majeure"), and if the COMPANY gives Buyer prompt written notice (to include use of electronic mail) of such event, then the obligations of the COMPANY shall be suspended to the extent necessary by such event.
14. **ENTIRE CONTRACT AND SEVERABILITY:** This Agreement contains the entire agreement of the COMPANY and Buyer regarding all transactions between Buyer and the COMPANY, and there

are no other promises nor conditions in any other agreement, whether written or oral. If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but by limited such provision it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

15. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of Oregon.
16. **ARBITRATION:** If a dispute arises in connection with the terms or enforcement of this Agreement, the aggrieved party shall notify the other party in writing of the dispute and the Parties shall meet in person, over the phone, or by another agreed upon manner within ten (10) days to discuss a possible resolution of the disputers. If the parties are unable to fully resolve the dispute, the parties agree to mandatory, final, binding arbitration. The arbitration shall be conducted according to the current rules of Arbitration Services of Portland, Inc., before a single arbitrator chosen from a panel of attorneys admitted to practice in law in the State of Oregon, who is knowledgeable in business and corporate law. The written determination and award of the arbitrator shall be final, binding and conclusive, and such determination may be entered in any court of competent jurisdiction. The arbitration clause shall survive any termination or amendment of this Agreement.