



ORENDA

Terms&Conditions

General Agreement and Acceptance

Your use of the OrendaForAll.com web site (the "Site") and ordering promotional products, custom apparel, print, packaging, displays, signage, other products, and certain services associated with the purchase of said products, from Orenda, LLC (the "Company") constitutes an Agreement, and is governed by the policies, terms, and conditions set forth below. Please read the following information carefully. By using this Site or submitting an order for products or services, you indicate your acceptance of, and agreement to be bound by, the terms and conditions set forth below. If you do not agree to these terms and conditions, please do not use this Site and please do not submit any orders for products or services.

These terms and conditions may be changed by Orenda in the future at its discretion. It is your responsibility as a user and customer to periodically return to this page to review the terms and conditions for amendments. Any amended terms shall take effect automatically the day they are posted on the site. Your continued use of the Orendaforall.com Site or placing an order through the Company following any amendments will constitute agreement to such amendments.

Product Prices & Availability

Because of the fast-moving nature of the industry, prices and availability are subject to change without notice. We will let you know if a product is not in stock when you wish to order. We will do our best to let you know and to let you know when we anticipate the product(s) will be available. Anticipated delivery dates are dependent upon vendor supplies and other factors and are subject to change.

Product Color and Appearance

Every effort has been made to ensure that the products displayed on this Site appear as accurately as possible. Product colors and images may appear distorted, or colors may not appear as they do due to configurations with your computer system. Please request a sample for best results.

Cancellations and Alterations to Existing Orders

Once the order is APPROVED (order confirmed by Orenda through a representative) cancellations will be charged a 10% service fee which may include, but is not limited to; art charges, paper or product proofs, setup charges, restocking fees (15% of item price), or shipping charges. These fees will be billed at Company's discretion.

We know that changes may occur. We will work with you to come to a resolution in the best interest of both parties. Please choose carefully and thoughtfully, and contact us if you need assistance, we are here for you.

Overrun and Underrun

In certain instances, you may receive too many products or not enough. Due to manufacturing quality and production standards, there will be overruns and occasionally underruns. Orenda will do everything possible to reduce this occurrence. The industry standard on most products is +/- 10%. For instance, if you order 1000 mugs, you could potentially receive between 900 and 1,100 mugs. Exceptions to the above are paper and plastic bags, which may vary +/- 25%.

Orenda will bill either your account or credit card only for the actual quantity shipped.

Typographic, Photographic & Technical Errors

Although we do our best to achieve 100% accuracy, occasionally errors & inaccuracies do occur. Should you encounter an error or inaccuracy, please inform us immediately so it can be corrected. Products & packaging depicted to you may differ from stock available at time of shipment. We reserve the right to substitute equivalent items of equivalent value, but will not do so without notice.

Warranty, Disclaimer and Limitations on Liability

Orenda passes through to its customers all manufacturer's warranties and guarantees that are provided for the products we sell. Orenda makes no additional or independent warranties, neither expressly nor impliedly. To the fullest extent permissible by applicable law, Orenda disclaims all warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Orenda shall under no circumstances be liable for special, incidental, consequential, or punitive damages, even if it has been advised of the possibility of such damages. The maximum liability Orenda shall be limited to an amount not to exceed the purchase price of the product(s) ordered. Likewise, Orenda will not be liable for any damages of any kind arising from the use of any catalog or web site, including but not limited to direct, indirect, incidental, punitive and consequential damages. Orenda makes no warranty as to the performance of any merchandise sold.

This disclaimer by Orenda does not affect the terms of any applicable manufacturers' warranties or guarantees. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you might have additional rights and remedies that vary from state to state.

Product Disclaimer and Limitation of Liability

The products ordered by Orenda's customers are provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or non-infringement or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by law and incapable of exclusion, restriction or modification under the laws applicable to this agreement. You acknowledge that any warranty that is provided in connection with the purchase of product(s) through Orenda is made solely by the owner, advertiser, manufacturer or supplier of that product and/or service, and not by Orenda. Orenda does not warrant that your access to the site and/or related services will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available is free of viruses or other harmful components. Orenda does not warrant or make any representations regarding the use of, or the results of the use of, any product purchased through Orenda regarding its compatibility, correctness, accuracy, reliability or otherwise. Customers, as purchasers, assume total responsibility and risk for your use of this site and site-related services including purchases through Orenda.

You agree that Orenda and its directors, officers, employees, agents, servants, sponsors, consultants or other representatives ("service providers") shall not be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages (including without limitation loss of

profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business) under any contract, negligence, strict liability or other theory of liability arising out of or relating in any way to your use of this website, site-related services, or any products sold through Orenda.

If the foregoing limitation is held to be unenforceable by an arbitrator or a court of competent jurisdiction, the maximum liability of Orenda and its service providers to you shall not exceed the amount of fees paid by you for the products or services you have ordered through the website. Some jurisdictions do not allow the limitation or exclusion of liability for certain damages, so the above limitations and exclusions may not apply to you to the extent such jurisdiction's law is applicable to this agreement.

Disputes - Arbitration

Any claims against Orenda relating in any way to your purchases through the Company shall be submitted to confidential arbitration in Philadelphia, Pennsylvania. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this agreement, whether through class arbitration proceedings or otherwise. In any such arbitration, the parties shall be responsible for their own costs, expenses and attorney's fees. In the event this arbitration provision is unenforceable, any litigation regarding this agreement or any transaction between the customer and Orenda shall be brought in the state or federal courts located in Pennsylvania, more specifically in Montgomery County and the Eastern District of Pennsylvania, and the customer hereby agrees and submits to such jurisdiction and venue as exclusive and proper.

Shipping

Orenda makes every effort to accurately estimate shipping charges. From time to time, Orenda may underestimate the shipping charges on your order. In such event we may make reasonable adjustments to your shipping charges. You always have the option to provide us with a shipping account number (a small handling charge may apply). If there are additional carrier charges which occur at any point which are associated to your order such as residential shipping fees and product re-directs, we reserve the right to charge you as those carrier expenses become known.

Title - Risk of Loss

Title to items being purchased passes from Orenda to purchaser at the time of shipping. Customer takes on full liability for safety and validity of delivery address given to us at the time of purchase. Orenda will not incur any forwarding costs on shipments. Orenda shall not be responsible for damages or delays resulting from Acts of God, war, states of emergency, pandemics, epidemics, riots, seizure, terrorist activities, embargo or other acts or events outside of the reasonable control of Orenda.

Severability

If any paragraph or subparagraph of this Agreement is found to be unenforceable by an arbitrator or court of competent jurisdiction, the other paragraphs and subparagraphs shall remain fully valid and enforceable.

Governing Law

Transactions between you and Orenda shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the laws regarding conflicts of law. Any litigation

regarding this agreement or any transaction between customer and Orenda shall be brought in the state or federal courts located in Montgomery County, Pennsylvania and the customer hereby agrees and submits to such jurisdiction and venue as proper.

Force Majeure

Force majeure means unusual, unpredictable and unavoidable events that are outside of the organizers control, and that prevents the contract to be fulfilled by one or both parties. Circumstances that the organizer could not, within reasonable means, have foreseen and therefore could not have avoided or overcome. Including, but not restricted to, war, threat of war, riots, civilian insubordination or strike, authority measure, act of terrorism, states of emergency, pandemics, epidemics, nature, industrial catastrophe, fire, severe weather conditions, flood, closed airports, technical issues, maintenance issues or unforeseen changes made by airlines. During these conditions the Company is free from liability or other consequences resulting from the non-performance by the Company.

Thank you for your business!

-The Orenda Team