

TERMS AND CONDITIONS OF SALE

By purchasing from Pratts Creative Ideas, LLC Customers agree to the following terms and conditions of sale.

Pricing: Please feel free to contact Pratts Creative Ideas, LLC at info@handwashreminder.com or (407) 592-7530 for special pricing. There is no minimum requirement for retail accounts, which can be made on the website at www.handwashreminder.com. Pratts Creative Ideas, LLC does offer discounts for wholesalers and distributors. All general inquires that have not been approved for wholesale or distributor pricing will only receive retail pricing.

Wholesalers: For wholesale pricing, the company must purchase a minimum of **1,000 pieces** to receive a wholesale price. All wholesale pricing is to be confidential and will only be disclosed to the recipient of the wholesaler. Average wholesale price is **25% off the active sale price** and not the MSRP. All prices and discounts are subject to change without notice.

Distributors: For distributors pricing, the company must purchase a minimum of **2,000 pieces** to receive a distributor's price. All distributor pricing is to be confidential and will only be disclosed to the recipient of the distributor. Average distributor's price is **40% off the active sale price** and not the MSRP. All prices and discounts are subject to change without notice.

Ordering: Purchase orders must be in writing either hard copy or transmitted by e-mail or fax. Confirmations of pricing and orders are acceptance of such order. This is subject to limitations of liability. Orders can be rejected at any time for any reason by seller. All orders made must be accompanied by a payment according to stipulations made by the seller and purchaser and require a minimum of 50% down upon approval of both parties and based upon the quantity in stock. Normal and custom orders placed take a minimum of 45-60 days to fulfill. Back-orders placed may take up to 60 - 90 days to fulfill; and be delivered to the purchaser.

Changes: Purchaser may, by written order make changes to the order before the order is completely fulfilled within the time period prior to shipment. Any custom orders will not be returned to the seller and must be paid in full prior to shipment date specified in the purchase order.

Field Service: Pratts Creative Ideas, LLC will not provide any installation, supervision or other services, unless otherwise expressly stated.

Terms of Payment: Retail sales must be paid in full prior to product being shipped and delivered unless otherwise specified in order form confirmed by seller. Wholesale and distributor orders must be paid with a 50% deposit upon ordering and the balance paid prior to shipping confirmation. Please understand that there will not be any refunds once the order is confirmed. Pratts Creative Ideas, LLC will not purchase back, provide refund, accept product from delivery once an order is confirmed and paid for. There will not be any exceptions unless otherwise stated in writing from Pratts Creative Ideas, LLC. Once the buyer purchases the product from Pratts Creative Ideas, LLC, it will then belong to the buyer once it reaches the destination assigned by the buyer. Cancellations can be viewed later in this agreement.

Insurance: During the term of this order, Pratts Creative Ideas, LLC shall, at its sole cost, have in effect and keep in force, insurance coverage which is primary and non-contributory as to any insurance maintained by buyer with insurance companies maintaining an A.M. Best rating of A- or better. Upon request, seller will furnish certificates of insurance to buyer. Buyer shall be named as an additional insured on all such policies except the workers compensation and employer's liability policies. All insurance shall also include waiver of substituted provisions in favor of buyer. The minimum insurance coverage to be maintained by the Pratts Creative Ideas, LLC shall be as follows: **(a.)** commercial general liability insurance, including contractual liability, products/completed operations coverage and broad form vendor's coverage, with a limit of not less than \$1,000,000.00 (1 million dollars) for each occurrence and \$2,000,000.00 (2 million dollars) in the general aggregate; **(b.)** business automobile liability insurance, including coverage for owned, hired and non-owned automobiles, personal and advertising limit of not less than \$1,000,000.00 (1 million dollars) per occurrence and **(c.)** workers compensation insurance with statutory limits, and employers liability insurance with limits of not less than \$1,000,000.00 (1 million dollars) per occurrence. All such certificates and policies shall include a provision whereby Buyer will be given thirty (30) days advance written notice of the insurer's intention to cancel or materially alter such policies. **(d.)** If a buyer requires a higher amount of insurance, please contact Pratts Creative Ideas, LLC and arrangements can be made to satisfy the buyers needs and a copy of the new certificate can be sent to the buyers address by either fax or email adding the buyer to the policy under an umbrella.

Packaging and Freight: Pratts Creative Ideas, LLC, ships its product nationally. All merchandise is inspected and tested prior to packaging and shipping. We ship our product mostly via USPS priority mail and will use the fastest and most economical method available. All orders are shipped from our warehouse located in Kissimmee, Florida. We strive to keep our product in stock and the general lead time for delivery is 5-10 business days based on the quantity and availability. Custom and specialty orders may take up to 60 days for delivery.

Methods of Payments Accepted: We accept the following forms of payment.

PayPal (MasterCard, Visa, American Express, Debit)

Company Business Check (shipped when cleared) If a check is returned, a \$35.00 Service charge will be made.

Prepaid Certified Bank Check (shipped when cleared)

All Checks are to be payable to:

Pratts Creative Ideas, LLC 5385 Dahlia Reserve Dr. Kissimmee, FL 34758

After 3 orders of ongoing business with wholesalers and/or distributors, credit or other terms may be considered for approval. This includes Net 30 and Net 60.

Taxes: Any tax or governmental charge upon the production, sale and/or shipment of goods sold hereunder, presently or hereafter imposed by Federal, State or Municipal authorities, shall be included in and not be additional to, the price herein provided.

Contingencies: Pratts Creative Ideas, LLC shall not be liable for any delay in delivery or failure to perform any of its obligations if such delay or failure is caused beyond the control of Pratts Creative Ideas, LLC or its source of supply, including without limitation, acts of God, government restrictions, material shortages, strikes or work stoppages, accidents or transportation delays, irrespective of whether such contingency is specified herein or is presently occurring or anticipated.

Indemnification: Customer shall indemnify and hold harmless Pratts Creative Ideas, LLC, its officers, directors, employees and agents from and against any claim (including costs, litigation expenses, attorney's fees and other expenses) for personal injury to or damage to property by whomsoever owned, to the extent caused by act of the customer, its agents or employees arising out of or in any way relating to the sale, installation, use or provision of Pratts Creative Ideas, LLC's products.

Cancellation; Return Policy: An order may be canceled only if requested in writing by Customer and accepted in writing by Pratts Creative Ideas, LLC. In the event of such cancellation, Customer agrees to pay upon presentation of invoices and within 14 calendar days from date of receipt, a 20% restocking fee that will be assessed on all authorized returns. There will be no return or exchange on merchandise that shows signs of having been installed, mounted, scratched, or defaced. Original shipping and handling charges will not be refunded. It is the responsibility of the Customer to ensure that all orders are correct in quantity prior to shipping back to Pratts Creative Ideas, LLC. It is the responsibility of the Customer to pay for return shipping.

Limitation of Liability: Our products are packed carefully and correctly at our facility. Damaged shipments should be checked in the presence of the carrier and noted on the carriers delivery document. All claims for shortage of items, damage or loss to your shipment must be made to us in writing within five (5) working days of receipt. Please keep all shipping cartons and packing material for carrier and/or Insurance company inspection. Pratts Creative Ideas, LLC, at its option, shall replace or refund the purchase price of any products which are not of standard quality or which are not delivered. Customer assumes all risks and liabilities for any loss, damage or injury to persons or property resulting from Customer's storage, handling, transportation, resale or use of material whether used singularly or in combination otherwise. Neither party shall be liable to the other for any indirect, incidental or consequential damages.

Notices and Delivery: Pratts Creative Ideas, LLC shall make reasonable efforts to ship in accordance to Customers requested dates and instructions. All delivery dates are approximate and do not constitute a guaranty of delivery on such dates.

Assignment: This agreement shall be binding upon and inure to the benefit of the parties, their successors or assigns, provided that customer may not assign his rights or obligations under this agreement with Pratts Creative Ideas, LLC's prior written consent.

Title and Risk of Loss: All products sold are sold according to the delivery terms described with title and risk of loss passing to Customer upon tender of delivery to the destination designated by Customer.

Governing Law: This agreement shall be governed by the laws of the State of Florida without regard to choice of law principles and shall be deemed to have been executed and entered into within Kissimmee, Florida, USA.