

# Order Form

Date:

## Ordered By

Company:

Contact Name:

E-mail

Billing Address:

City:

State

Zip/Postal Code:

Phone:

Fax:

Scudo Sports Wear LLC  
4600 HIGHWAY 6 N Suite 245  
Houston, TX 77084  
USA

Phone: 1 866 707 4495  
Fax: (713) 490 3159  
www.scudopro.com

## Deliver To (if different)

Company:

Address:

City/State:

Zip/Postal Code:

Phone:

Contact Name:

**Delivery Date**  
(if applicable)

## Payment

**Check payable to Scudo Sports Wear LLC.**

**Credit Card**

**American Express**

**Mastercard**

**Visa**

**Discover**

**Card Number:**

**Expiration Date:**

**CCV number**

**Cardholder Name:**

Total items

Total

Shipping

TX Applicable Sales Tax

Total Order

Signature

By signing this form, you agree with all terms and conditions of the sale/order, as specified in the final page of this agreement, which I have made over the phone, by fax, or via the Internet.



# Triathlon

Type	Gender	XS	S	M	L	XL	2XL	3XL	Qty	Unit Cost	Total Cost

Flatlock Stitch

Sub Total



# Accessories

Minimum 12 pieces per item	S	M	L	Qty	Unit Cost	Total Cost
Bandana						
Shoe cover						
Socks (minimum 70 pairs)						
Leg Warmers						
Arm Warmers						

**Terms/Claims/Liens.** Unless specified in writing to the contrary, payment is 50% with order, 50% plus shipping/handling costs at time of shipping. Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after order has been received. If no such claim is made, Scudo Sports Wear LLC and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the Scudo Sports Wear LLC performance has fully satisfied all terms, conditions, and specifications. Scudo Sports Wear LLC liability will be limited to the quoted cost of defective goods, without additional liability for special or consequential damages.

**Proofs:** Client is responsible for reviewing all proofs carefully. This includes: spell check, and design aesthetics. Proof responses must be sent via e-mail. Until the proof is returned or changes are requested by email, no additional work will be performed. Scudo Sports Wear LLC will not be responsible for undetected production errors if:

- Proofs are waived by the client - Requests for changes are communicated verbally - All requests for changes of any kind must be made by e-mail to avoid mistakes.

**Manufacturing Time:** Approximately 4 - 6 weeks once Scudo Sports Wear LLC has received -Order form - Signed approval of the design and 50% down payment. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

**Returns or Refunds.** The customer understands the garments are produced by Scudo Sports Wear LLC by special order based on the artwork the customer approved. The customer agrees that there will not be any returns or refunds accepted unless the items are defective. ALL SALES ARE FINAL.

**Warranty.** All garments come with a one year warranty against manufacturer's defect. Warranty does not cover normal wear, improper washing, improper sizing, damage caused by neglect or misuse, alterations or failure to follow manufacturer's directions and product care guidelines. The manufacturer reserves the right to repair, replace or credit a defective item.

**Copyrights.** The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold Scudo Sports Wear LLC harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

**Liability Disclaimer of Express Warranties.** Scudo Sports Wear LLC warrants that the work is as described in the purchase order. The customer understands that all sketches shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.

**Disclaimer of Implied Warranties.** Scudo Sports Wear LLC warrants only that the work will conform to the description contained in the purchase order. Scudo Sports Wear LLC maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will Scudo Sports Wear LLC be liable for specific, individual, or consequential damages.

**Indemnification.** The customer agrees to protect Scudo Sports Wear LLC from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold Scudo Sports Wear LLC harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

**Personal or Economic Rights.** The customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend Scudo Sports Wear LLC in all legal actions on these grounds as long Scudo Sports Wear LLC: promptly notifies the customer of the legal action; and gives the customer reasonable time to undertake and conduct a defense. Scudo Sports Wear LLC reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper, or infringing upon copyright law.

**Jurisdiction.** The parties agree that all disputes arising under this agreement shall be governed by Texas law. The parties further agree that the Supreme Court of the State of Texas, Harris County shall be the sole and exclusive jurisdiction and venue in which any dispute arising under this agreement shall be determined.