



## PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

All users of this site agree that access to and use of this site is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

### Production Schedule

Production time starts the first working day after artwork is approved for printing, not including shipping. Normal turnaround is three to ten working days unless requested otherwise. Some orders with less than a three working day turnaround will have a rush charge; see below for specifications.

### Rush Orders

As of 4-13-12, a fee of **\$200** is applied to all orders that require printing of a booth (pop up, hybrid, all fabric booths, etc...) in **3 days or less and must ship Priority or Standard Overnight Service**. Please do not ask us to RUSH and then request ground shipping.

For banner stands, the fee will be 20% of the total amount of your order if you require your order to be completed in 3 days or less. The maximum amount of banner stands that can be printed in this amount of time is a total of 6 (six). Orders of this nature take a minimum of 1 (one) day for **vinyl** banners and a minimum of 2 (two) days for **fabric** banner stands. If you require a 2 sided vinyl print, the minimum production time is 5 (five) business days. **Rush fees are non-refundable**. For those rush jobs where DisplayStar has only one chance to fully produce the graphics, the graphics will not be guaranteed. Should your graphics have a defect we will happily reprint the defective graphic/panel after your show at 50% of the standard price.

### Printing Graphics

We appreciate your cooperation by giving us as much time as possible to produce your graphics. In the event your project finishes early it will ship via the scheduled method. Please do not ask us to RUSH and then request ground shipping.

Once your graphics have been received by our Graphics Department, we will review your graphic files to ensure that your artwork meets the requirements outlined in our specifications to produce the highest quality product. If any modifications or a change to the artwork needs to be made, you will be notified, and you will have the opportunity to submit new artwork with the necessary changes. If you prefer to have our Graphics Department make the necessary changes, you will be billed at a rate of \$75.00 per hour.



Once our Graphics Department has reviewed and approved your artwork, you will receive a PDF proof via email. You will receive the proof within 1 business day of submitting acceptable artwork to us. You must send back an approval e-mail before your job is moved into production. Production time starts the first working day after approval email is received and acknowledged. **PLEASE NOTE:** An e-proof is only to ensure proper art elements are there and size is correct. It does not ensure proper resolution or color accuracy.

Once your approval has been received, the printing process will take 3- 10 days; depending on the project. Please note that these production lead times are from the date of approval, not from the date that the artwork was received. If you have purchased graphics that are less than our standard lead-time, then rush fees will apply. If you purchased graphics with ground shipping and less than standard lead-time one of our sales associates will contact you.

## Shipping

Any Changes to shipping address must be received in writing to [info@displaystar.com](mailto:info@displaystar.com) prior to shipment. Shipping is FOB Beaverton, OR. Orders requiring fulfillment must be quoted. Fulfillment charges will apply to all orders with 10 or more shipping addresses.

## PHYSICAL PROOF SERVICE - Your colors verified

Our physical proof service is perfect for your important projects because it allows you to see what the finished product will look like before your graphic is sent to the production department. DisplayStar cannot guarantee color accuracy or image resolution unless a printed proof is requested.

## Color Matching

We will match up to two colors at no charge using your PMS codes, provided that you supplied a file that can easily be modified. We print digitally in CMYK and use PMS colors as a guide; therefore the colors are not exact. We highly recommend that you order a printed proof, in the event that you do not, we will match as close as possible to the PMS colors proved, but are not responsible for the colors not printed to your liking. The customer will be responsible for the overnight freight on printed proofs. You're submitted files should be fully approved and print ready; DisplayStar is not liable for the accuracy of any "predesigned artwork" submitted by client.

- When reordering, colors MAY be slightly different then original order.
- If files are submitted and do not meet our bleed specifications, DisplayStar reserves the right to add a border to the file(s).
- If files are submitted in RGB mode, you are authorizing DisplayStar to convert the file(s) to CMYK mode. (converting files from RGB to CMYK will cause color shifting)
- We will only accept files emailed to [DisplayStar.com](mailto:DisplayStar.com) or uploaded through our website.



## Ownership of Artwork

All images provided remain the property of the copyright holder and will not be published, exhibited, broadcast, posted on the Internet, sold, traded, shared, or used in any way not specified in this agreement without the written permission of copyright holder.

During the routine course of business Displaystar will take photographs of completed displays, banner stands and exhibits and may use these images on its website and in promotional material.

All graphic design elements (referred to as artwork in these terms and conditions) created by DisplayStar are the property of DisplayStar until the artwork rights has been purchased, at which point the artwork becomes property of the purchaser (referred to as the Customer in these terms and conditions). The elements of design work for the project remain DisplayStar's property, and DisplayStar retain the rights for usage. This means, you own your finished product but we reserve the rights to the elements used to create the design including typography, patterns, stock art, textures, and shapes, etc.. Other than for the promotional use of DisplayStar, all services provided by DisplayStar shall be for the exclusive use of the Customer's said purposes only. Designs may not be used for other promotional items, website or printed materials without permission. Upon payment of all fees and expenses, reproduction rights for all approved final designs created by DisplayStar for this project shall be given to the said Customer. The Customer automatically grants permission to DisplayStar to showcase their artwork, created by DisplayStar, on the DisplayStar website. It is understood that no artwork displayed on the DisplayStar website can be used for any other purpose, by any individual or company except the purchaser of the graphic design and/or the party/parties given permission by the purchaser to use the artwork.

## Copyrights & Trademarks

Copyrights are very important but they can be confusing at times. Put simply, by contracting or using all or any portion of the services provided by us, you agree to not hold us responsible in any litigation or court order that may arise out of your failure to obtain copyrights of the photograph(s) used.

### **Here is a brief summary of what you will be agreeing to when using our service:**

You are agreeing that you own or have the right to use any picture or photo you upload to our website.

### Rights of the Image(s)

I hereby certify, authorize and warrant that I am the owner of the copyright or am authorized by the owner of the copyright, or own the full rights to any of the content of any and all image(s) to be uploaded on the website. I have written releases from the owner(s) of any and all copyrighted images I will upload to the website.



## **After Payment**

DisplayStar is responsible for sending artwork, for which valid payment has been received, to the Customer. Once this artwork has been received by the Customer, however, DisplayStar is no longer responsible for the artwork, though DisplayStar will continue retain the artwork within its digital files.

## **Right to Refuse**

DisplayStar reserves the right to use its sole discretion in refusing to print anything it deems improper or known to be illegal. Client expressly understands that DisplayStar, its subsidiaries, agents, employs and/or parent company, is not liable for any damages resulting from unwitting violation of copyright laws or illegal use of trade names or slogans. The Client represents and guarantees they have proper and legal title of all matter (of any form) submitted to our company for printing and/or publication. Client further understands that DisplayStar will rely upon such representation as grounds to engage in the printing of Client's material.

## **Errors**

In the event that an error is discovered in the Client's job after printing, Client bears sole financial responsibility and must pay in full for the job. Client agrees that, in the event DisplayStar is liable for an error in quality of print in the Client's artwork, liability shall be limited to a re-print of the client's job no later than one (1) week after submission of claim letter by Client. To qualify for a re-print, client must submit a claim in writing to DisplayStar within three (3) days of receipt of the job. In no event will DisplayStar be liable for any damages beyond those set forth in this paragraph, or for any general, consequential or special damages that are claimed to follow by reason of the error. DisplayStar is not liable for failure to print the Client's job because of flood, fire, riots, strikes, national holidays, and shortages of material, orders of government, failure of transportation, illness, acts of god or other causes beyond the control of DisplayStar. In such an event, this agreement will be suspended during the period of inability to perform and the terms extended for a like period. Neither party shall be liable to the other because of this suspension.

## **Indemnification**

The customer will indemnify and hold harmless the printer, DisplayStar, its subsidiaries, agents, employees, officers and/or parent company, from any and all loss, cost expense, and damages on any and all manner of claims, demands, actions and proceeding that may be instituted, whether known or unknown, against DisplayStar on the grounds that said printing violates any copyright or any proprietary right of any person or entity.



## Warranty>Returns

We strongly suggest that you setup your display upon receipt. While we endeavor to ship you a perfect item, unfortunately freight damage does occur. Any replacement parts or missing items will be shipped via FedEx ground at our expense. We will be happy to ship any replacement parts or missing items by an expedited method on your account.

## Warranty Information

We stand behind our products. All of our displays are covered under warranty to be free from defects in hardware material and workmanship if properly used under normal conditions. Under this warranty we are limited to correcting or replacing, at our discretion, any hardware or parts that shall be returned to us. This warranty shall not apply to any products that must be replaced because of normal wear, that have been subject to misuse, negligence, improper installation or accident, or that have been altered by someone other than DisplayStar. Any units damaged during shipping or transportation will be covered by us, if ship on our account. Any units damaged during shipping or transportation on an account other than DisplayStar's will be the responsibility of the carrier. Our pop-up display units feature lifetime warranty on the pop-up frame.

## Returns

All orders from DisplayStar may be returned within three days of receipt for a full refund with the exception of special order products and graphics. In order to return or exchange all or part of your order, you must contact us for a Return Merchandise Authorization number (RMA#). Please call us at 866-864-2831. You may not return merchandise after you have used it at your show.

All returned merchandise must be in the original packaging including instructions, accessories, lights, etc. Any shipping and/or handling charges on the original order cannot be refunded. At our discretion, we may levy a restocking fee of 25% to 50% of the cost of items returned. DisplayStar is not responsible for shipping costs or damage on returned items. Units to be returned should be packed carefully. Returns on Popup Displays sold with free freight will incur a \$95.00 return fee to cover the outbound freight cost.

**GRAPHICS, HANGING BANNERS, HANGING BANNER HARDWARE, EXHIBITION DRAPES AND TABLE SKIRTS ARE PRODUCED TO ORDER AND CANNOT BE RETURNED.**

## Defective Policy

We have found that we have very few defective display products but unfortunately it does happen. In the event you receive a defective product we will send you a prepaid FedEx Ground return label for repair/replacement of the item and/or may send you replacement components. We may require pictures of the problem/issue prior sending you a label and/or component.



Defective items returned to us for a refund will fall under the Return Policy and will be subject to the return fees listed under the Return Policy.

## **Copyright**

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## **Trademarks**

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## **Warranty Disclaimer**

This site and the materials and products on this site are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Niedo Group, Inc. dba DisplayStar disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Niedo Group, Inc. dba DisplayStar does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Niedo Group, Inc. dba DisplayStar does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

## **Limitation of Liability**

Niedo Group, Inc. dba DisplayStar shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if Niedo Group, Inc. dba DisplayStar has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.





## **Typographical Errors**

In the event that a Niedo Group, Inc. dba DisplayStar product is mistakenly listed at an incorrect price, Niedo Group, Inc. dba DisplayStar reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Niedo Group, Inc. dba DisplayStar reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Niedo Group, Inc. dba DisplayStar shall issue a credit to your credit card account in the amount of the incorrect price.

## **Term; Termination**

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by Niedo Group, Inc. dba DisplayStar without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination

## **Notice**

Niedo Group, Inc. dba DisplayStar may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Niedo Group, Inc. dba DisplayStar.

## **Miscellaneous**

Your use of this site shall be governed in all respects by the laws of the state of Oregon, Multnomah County, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of Niedo Group, Inc. dba DisplayStar products shall be in the state or federal courts located in Multnomah county, Oregon. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of Niedo Group, Inc. dba DisplayStar products) must be commenced within one (1) year after the claim or cause of action arises. Niedo Group, Inc. dba DisplayStar's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Niedo Group, Inc. dba DisplayStar may assign its rights and duties under this Agreement to any party at any time without notice to you.



## **Use of Site**

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Niedo Group, Inc. dba DisplayStar or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

## **Participation Disclaimer**

Niedo Group, Inc. dba DisplayStar does not and cannot review all communications and materials posted to or created by users accessing the site, and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, Niedo Group, Inc. dba DisplayStar is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, Niedo Group, Inc. dba DisplayStar reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to Niedo Group, Inc. dba DisplayStar in its sole discretion.

## **Third-Party Links**

In an attempt to provide increased value to our visitors, Niedo Group, Inc. dba DisplayStar may link to sites operated by third parties. However, even if the third party is affiliated with Niedo Group, Inc. dba DisplayStar, Niedo Group, Inc. dba DisplayStar has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Niedo Group, Inc. dba DisplayStar. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, Niedo Group, Inc. dba DisplayStar seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

## **Conclusion**

The Customer agrees and is encouraged to ask questions, regarding any section or sections of these terms and conditions that he/she does not understand, before ordering any artwork from DisplayStar.