

In order to purchase services from Pixelnation, you must read and accept the terms and conditions set forth below. By clicking "Accept", at the bottom of this page, you acknowledge that you have read the terms and conditions, and agree to be legally bound thereby. **Upon acceptance of these terms and conditions, you will be re-directed to a PDF version of our Order Form.** Please print, fill out and submit a signed copy of this order form along with your scan order. Any submission of photographic material to Pixelnation constitutes your agreement with all the following terms and conditions, even if you do not sign the order form. Scan orders received without a completed order form will be returned unprocessed at the customer's expense.

## TERMS & CONDITIONS

### WARRANTY, DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDY

Pixelnation warrants that all services provided shall be performed in a good, workmanlike and timely manner. Pixelnation further warrants that images shall be processed strictly in accordance with instructions issued by the customer. Pixelnation makes every effort to handle submitted material with great care; however, there remains a slight risk of damage to the material during handling and processing. Customer must assume this risk and agrees that in the event of any breach of any warranty, the liability of Pixelnation shall be limited to the replacement of said material with like unprocessed material of a similar type. Furthermore, customer agrees to waive any and all potential claims against Pixelnation.

Pixelnation shall not be liable for any other damages, direct or consequential, under any theory of law, including without limitation claims arising under any contract, negligence, tort, or strict liability. The foregoing warranties are exclusive, and are in lieu of all other warranties, expressed or implied, including without limitation the warranties of merchantability and fitness for particular purpose. Pixelnation shall not be liable for any other damages, including but not limited to loss of prospective profits, special, indirect, consequential, or exemplary damages.

Pixelnation shall not be responsible for any delays incurred by the customer in connection with the processing of submitted material. Pixelnation shall not be responsible for any delays during processing of the images caused by power outages, acts of God, acts of war, terrorist attacks, fire, strikes, or other labor troubles, accidents, and causes beyond the control of Pixelnation. Pixelnation assumes no liability for loss or damage to submitted material incurred while in transit to or from Pixelnation.

### COPYRIGHT

Customers submitting photographic material to Pixelnation must be the copyright holder of said material, and warrant that the material does not infringe upon any copyright, trademark, or other interests or rights of any third party. Customer agrees that if any dispute arises over such interests or rights, Pixelnation shall be held harmless and without any liability whatsoever to claims by either party.

By submitting image(s) for scanning, customer agrees that Pixelnation is entitled to reproduce or otherwise process said image(s) for return to the customer. No images will be retained or otherwise used for any purpose by Pixelnation. Ownership of copyright remains with the customer.

### STANDARD PAYMENT TERMS

Standard payment terms are pre-payment via credit card or money order. All money orders must be in US funds and drawn against a US Bank. Pixelnation accepts PayPal, Visa, MasterCard & American Express.

### SPECIAL PAYMENT TERMS

For large corporations, Pixelnation may, upon prior credit approval, accept purchase orders. All purchase orders must be approved and signed by an officer of the corporation, and Pixelnation must receive a copy of the purchase order before the project will be scheduled and confirmed. Terms on purchase orders are Net 15. Subsequent projects will not be accepted until the prior project is paid in full. If full payment is not received within 15 days, interest at the rate of 2% per month (24% per annum) will be charged on outstanding balances.

### REMEDIES

If customer defaults in paying or performing any of its obligations under this Agreement, Pixelnation may exercise any and all legal and equitable remedies available to it in order to enforce this Agreement. In the event of such breach, customer shall be liable for all costs of collection, including but not limited to attorney's fees and court costs. All disputes, controversies, or matters of interpretation arising out of or in connection with this Agreement, shall be submitted by either party for final and binding resolution by three (3) arbitrators selected in accordance with the Rules of the American Arbitration Association. The award rendered by the arbitrators may be entered as a judgment in any court of competent jurisdiction and shall not be subject to appeal. The location for the arbitration hearing shall be Reading, Pennsylvania. The laws of the Commonwealth of Pennsylvania shall be applied to all disputes arising from or in connection with this Agreement, notwithstanding the choice of laws doctrine of any other state or commonwealth.