

GENERAL TERMS & CONDITIONS

By entering into this Agreement, you, (hereinafter "the Client") consent to the following terms and conditions with respect to your purchase and or relationship with SYREETA C. FASHION, LLC. These terms and conditions are effective, December 1, 2015; however, they be may be changed or modified at anytime. Client specifically agrees:

1. Jurisdiction

This Agreement shall be governed by the laws of the state of Maryland. By entering into this agreement, you specifically agree that any cause of action, disputes initiated by the Client or the Design House will be filed in Maryland. In that a case is not physically filed in Maryland, you agree that the laws of Maryland shall apply.

2. Ownership of Designs/Work

You agree that any drafts, preliminary sketches, forms, outlines that are not the basis for the work performed shall remain the exclusive ownership and copyright of the Designer.

You agree that the Designer shall own the final drawing and design copyrights and trademarks of any product(s) created on your behalf or commissioned by you. By entering this agreement, you acknowledge that the Designer has granted you a license only with respect to the use of the garments purchased with respect to the Design Agreement.

If the Client requests a transfer of ownership of all rights in any design or product, transfer fee shall apply. Requests for transfer of ownership shall be made by the time of delivery and done in writing. The Designer may approve or deny any request for transfer of ownership for any reason, No requests for transfer shall be approved without proper payment of the "transfer fee." Further, in the event of a transfer, the Designer shall be afforded a perpetual license to display or show the design or work in any capacity to promote her business or brand. Any such license afforded to the Designer shall be royalty-free.

3. Request for Samples

The Client may request portfolio or garment samples to review prior to executing the agreement. Such request for samples may be made at the time of the consultation.

4. Compensation

After the initial consultation, the Designer shall prepare a quote for the Client. The quote will delineate the fee owed to the Designer for accepting work and any costs or incidental expenses the Designer reasonably believes will be incurred as a result of drafting the design and constructing the garment, as well as, other incidental costs. The Designer's quote is an estimate and shall not account for increased costs, fees or expenses in the event of order modifications, special or custom material, tools or other items that may need to complete the project. The quote shall be signed by both the Client and the Designer. Any payments to the designer shall be made by certified check, money order, cash, credit card or via any payment gateway authorized by the Designer. **The Designer shall not accept personal checks.**

5. Deposits

The Designer shall collect a non-refundable deposit to begin constructing the Client's custom garment(s). The exact Deposit Amount shall be explicitly stated in the Design Agreement executed by both parties.

Any orders requiring completion in within 4 weeks from the time of execution of this Design Agreement shall have a "rush fee" added to the Order of \$150.00 or 20% if the purchase price, whichever is greater added to the Deposit. No work shall commence until and unless the Deposit is paid in full.

Deposits are non-refundable.

6. Payment Plans

In some cases, especially for large orders or where changes occur throughout the design process, the Designer may, at her option, elect to offer Client a Payment Plan.

Payments made pursuant to a payment plan are non-refundable for any order in which materials have been procured or work has commenced.

Payments made pursuant to payment plan shall be made timely pursuant to any payment plan addendum incorporated into this agreement.

If a scheduled payment pursuant to an executed payment plan is more than five (5) days late, the Client will be in Default due to non-payment and the Designer may stop working on the order and remove it from the queue. If subsequent payment is made within fifteen (15) days after the default, the order will be re-inserted to the beginning of the queue. Payments made after the 15th day shall incur a \$50.00 fee and the order will be placed at the beginning of the que. After thirty (30) days, the Designer may deem the original Order null and void for failure to make payment. At such time any materials, design, and any payments made towards completion of the garment(s) shall be forfeited and belong to the Designer.

There shall be no refunds or credits provided for future services.

All invoices are payable within 15 business days of receipt. A \$50.00 service charge is payable on all overdue balances for reissuing each invoice at 45, 60, 75 and 90 days from the date of original invoice. The grant of any license or right of copyright is conditioned on receipt of full payment.

7. Default in payment

The Client shall assume responsibility for cost outlays by designer in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

8. Estimates

The fees and expenses shown in the Agreement are minimum estimates only unless an hourly fee has been agreed upon. That fee will be Hourly fee per hour and the designer shall keep the client apprised of a tally of hours within a reasonable period of time. Final fees and expenses shall be shown when invoice is rendered. The fees and expenses shown are minimum estimates only unless the quote and/or invoice is clearly marked **Firm Quote**, otherwise the below stated hourly fee will be payable on all time over that which was quoted with a minimum in 30 minute increments.

9. Changes

The estimated cost indicated in the contract includes time for up to two (2) fittings prior to completion. It does not account for any time to significantly alter or change the initial design or order. The Client must assume that all additions, alterations, changes in content, layout or process changes requested by the customer, other than those explicitly agreed to in the Design Agreement will alter the time and cost. The Client shall offer the Designer the first opportunity to make any changes.

10. Expenses

The Client shall reimburse the Designer for all special expenses arising from this estimate, and shall advance the Designer for payment of said expenses, including but not limited to materials, fabric, embellishments, and special tools for completion of project. In the event the Designer anticipates having to obtain or purchase special items in order to complete the Client's Order, the Designer shall so state in the Design Agreement, listing the estimates and/or actual cost of the material, fabric, or other special item.

11. Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Designer and a cancellation fee for work completed and expenses already incurred, shall be paid by the Client. Any Cancellation fee shall be specifically stated in the Design Agreement executed by the Designer and the Client.

12. Modifications

Modifications of the terms of this contract must be written and authorized by both parties, involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

13. Uniform commercial code

The above terms incorporate Article 2 of the Uniform Commercial Code.

14. Contract Requirement

No Agreement or Contract shall be formed unless and until both the Designer and the Client have executed a valid and final agreement. Execution shall be deemed complete upon signature of the requisite agreement and, if applicable, any supplemental modifications or addenda. There shall be no oral agreements or other terms unless stated herein.

15. Warranties

The Designer warrants and represents that, to the best of her knowledge, the designs and work constructed is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned form third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Designer has full authority to make this agreement; and that the work prepared by the Designer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Designer's product that may infringe on the rights of others. Client expressly agrees that it will hold the Designer harmless for all liability caused by the Client's use of the Designer's product to the extent such use infringes on the rights of others.

16. Limitation of liability

Client agrees that it shall not hold the Designer or her agents or employees liable for any incidental or consequential damages that arise from the Designer's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused intentional or negligent acts or omissions of the Designer or Client, any client representatives or employees, or a third party.

17. Dispute Resolution

Any disputes in excess of maximum limit for small-claims court with the state of Maryland arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator

pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The client shall pay all arbitration and court cost, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Designer. All actions, whether brought by client or by designer will be filed Prince George's County Maryland.

18. Acceptance of terms by electronic signature

The Design Agreement and these terms and conditions listed herein shall be deemed binding immediately upon signature of both parties.

The action of the sending and receipt of this agreement may occur via electronic method and will hold both parties in acceptance of these terms. The Designer as sender and the Client as recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding.

19. Force Majeure

The Designer shall not be responsible for any unforeseen events which may cause delay in the delivery of a client's order. Such events include, war, terrorism, floods, earthquake, extreme weather events, blackouts, or any other "act of God" which may interrupt shipping, supply lines, transport or commerce for any given period of time.

20. Privacy

Please refer to our Privacy Policy. By signing this document the Client acknowledges they have read and reviewed the Designer's Privacy Policy.

21. User Agreement

Please refer to our User Agreement which is located on our website, www.syreetacfashion.com. By signing this document, the Client acknowledges that they have read the User Agreement and agree to abide by its terms and provisions.

22. Waiver

The Client shall be solely responsible for informing the Designer of any known or potentially known allergies or irritants that they may have. The Designer shall in no way be responsible for any skin or other sensitivities that a Client may have. Client understands that depending on disclosure of a known or potentially known allergy or irritant, substitute materials may need to be utilized and that such materials may not necessarily comport to the initial design or work requested.

I, _____, acknowledge that I have reviewed and agreed to abide by Syreeta C Fashion's General Terms and Conditions, including all sub-agreements pertaining to the Privacy Policy or User Agreement. I further, acknowledge that these terms and conditions shall be subject to change without notice, but that I may always review all of the policies online at the website, www.syreetacfashion.com

Date