

PHILLIP JEFFRIES PURE IMAGINATION[®]

Custom Terms and Conditions

Thank you for trusting Phillip Jeffries ("Phillip Jeffries" or "PJ") with your custom design project, including Pure Imagination[®], PJ Mash Up[®], and Custom Vinyl. We are committed to transparency, creativity, and design integrity. By submitting a design, approving a proof, placing an order, or otherwise proceeding with a custom project, you agree to these Custom Terms and Conditions.

1. Submitted Designs and Project Use

You grant PJ the limited right to use, reproduce, modify, transmit, and distribute your submitted design and related materials solely as reasonably necessary to review, prepare, sample, produce, and fulfill your requested custom project.

2. Client Representations and Permissions

You represent and warrant that you own, or have obtained, all rights, licenses, permissions, and consents necessary for PJ to use the materials you submit. This includes any names, likenesses, images, artwork, text, trademarks, copyrighted materials, or other protected content. You further represent and warrant that your submitted materials and instructions do not violate any privacy, publicity, intellectual property, data protection, or other applicable rights or laws.

3. Content Standards and Project Discretion

To help ensure a safe, lawful, and brand-appropriate experience, PJ may decline, pause, or discontinue a request or project if, in PJ's judgment, it presents legal, regulatory, operational, reputational, safety, feasibility, or other legitimate business concerns, including where submitted content is unlawful, infringing, offensive, harmful, or otherwise inappropriate.

4. Image Quality, Sampling, and Color Variation

You acknowledge that enlarging or adapting submitted images may reduce clarity and that variations may occur due to substrate, ink, texture, scale, lighting, monitor settings, and production conditions. Strike-offs and proofs are provided to help visualize scale, placement, and overall color direction and are representative of final production. Slight variations between digital previews, strike-offs, and final production are normal and accepted within reasonable industry standards.

5. Backup Responsibility

You are responsible for maintaining backup copies of all submitted designs, files, and content. PJ is not responsible for the loss, deletion, corruption, or unavailability of any client-provided materials.

6. Artwork and Electronic File Ownership

You retain ownership of the original design materials you submit, subject to the rights granted in these terms. Any artwork, layouts, renderings, repeats, design adaptations, separations, production files, or other electronic artwork files created, prepared, or modified by PJ in connection with a custom project remain the property of PJ unless PJ expressly agrees otherwise in writing. PJ's services are limited to producing custom wallcovering and related deliverables and do not include transfer of editable electronic artwork files unless expressly agreed in writing.

7. PJ Intellectual Property and Website Content

All PJ artwork, branding, site content, design elements, text, graphics, trademarks, service marks, and trade dress are owned by or licensed to PJ and remain protected by applicable law. Except as expressly permitted in writing, you may not copy, reproduce, distribute, modify, retransmit, commercially exploit, or otherwise use such materials. Any third-party trademarks remain the property of their respective owners.

8. Revision Requests and Scope Changes

Revision requests during the design phase will be accommodated to the extent included in the agreed project scope. Requests beyond that scope, or changes to the original design brief after sampling, strike-offs, or production preparation has begun, may require revised pricing, additional charges, updated lead times, or a combination of these. If requested revisions or scope changes become impracticable or commercially unreasonable to accommodate, PJ may suspend or discontinue the project upon notice.

9. Specifications, Measurements, and Site Conditions

You are responsible for providing complete and accurate specifications, measurements, quantities, elevations, installation details, site conditions, and project constraints. PJ is not responsible for delays, defects, waste, or other issues resulting from incomplete, inaccurate, untimely, or client-approved information.

10. Proofs, Strike-Offs, and Final Approval

You are solely responsible for carefully reviewing all proofs, strike-offs, layouts, repeats, dimensions, spelling, content, quantities, specifications, and other project details before approving them for production. Any digital approval, including e-signature, approval through a third-party portal, email, text message, or other written confirmation, will be deemed legally binding. Your approval confirms that the submitted materials and all project details are accurate and accepted for production, and PJ is not responsible for errors, omissions, or nonconformities that were approved or not identified before production.

11. Pricing, Payment, and Suspension

Pricing for custom projects is based on the scope, materials, timing, and assumptions reflected in the applicable quote. Additional work, changes in scope, revised specifications, expedited requests, or extended inactivity may result in revised pricing. PJ may suspend design, sampling, production, or shipment if amounts due are past due, approvals are delayed, or required project information is not provided on a timely basis. Amounts incurred or committed before suspension or cancellation remain payable.

12. Custom Vinyl Tooling

Tooling fees cover the one-time setup required to produce your custom wallcovering. Tooling fees become non-refundable once incurred and are due within one (1) year from the planned production date.

13. Cancellations and Inactive Projects

Because each custom order is made specifically for your project, orders may not be canceled once placed, and payments are non-refundable except as required by law. If a project becomes inactive, delayed, or abandoned due to client action or inaction, PJ may close the project, requote the project based on current pricing and availability, or charge for work performed and commitments made through the date of closure.

14. Production Timing and Delivery Estimates

Any production, shipment, or delivery timing provided by PJ is an estimate only unless PJ expressly confirms in writing that timing is guaranteed. Timing depends on receipt of complete and accurate inputs, timely approvals, timely payment, material availability, production capacity, and transportation conditions. Delays in client responses, changes in direction, rework requests, or

inaccurate information may extend the schedule.

15. Delays Beyond Reasonable Control

PJ is not responsible for delay, nonperformance, or disruption caused by events beyond PJ's reasonable control, including natural disasters, severe weather, fire, flood, labor disruptions, supply chain interruptions, material shortages, transportation delays, utility outages, governmental actions, public health events, or other similar unforeseen circumstances. In those circumstances, PJ's performance will be excused or reasonably delayed for the duration of the condition, and schedules may be adjusted accordingly.

16. Inspection, Claims, and Installation

You must inspect delivered products promptly upon receipt and before cutting, altering, or installation. Any claim for shortage, visible defect, damage, or nonconformity must be submitted to PJ in writing within ten (10) days after delivery and before installation. Use, cutting, alteration, or installation constitutes acceptance of the product as delivered, except with respect to latent defects that could not reasonably have been discovered through prompt inspection.

17. Limited Remedies

If PJ determines that a product did not materially conform to the approved order, PJ's sole obligation, and your exclusive remedy, will be, at PJ's option, to repair the product, replace the affected portion, or issue a credit or refund for the portion proven not to conform. These remedies are exclusive to the fullest extent permitted by law.

18. Limited Warranty Disclaimer

Except as PJ expressly states in writing, custom products are provided as approved by you. To the fullest extent permitted by applicable law, PJ disclaims all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose. PJ does not warrant exact color match, suitability for a particular installation environment, or that final production will be free from minor variations consistent with custom manufacturing and reasonable industry tolerances.

19. Limitation of Liability

To the fullest extent permitted by law, PJ will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including

lost profits, loss of use, project delay costs, business interruption, or reputational harm, arising out of or relating to any custom project, even if advised of the possibility of such damages. To the fullest extent permitted by law, PJ's total aggregate liability arising out of or relating to a custom project will not exceed the amounts actually paid to PJ for the specific order giving rise to the claim.

21. Standard Terms

Any purchase made under the custom programs described herein is also subject to Phillip Jeffries' standard terms and conditions, as may be updated from time to time and available at <https://www.phillipjeffries.com/terms> (the "Standard Terms"). In the event of any conflict between these Custom Terms and Conditions and the Standard Terms, these Custom Terms and Conditions will control with respect to the applicable custom project, and otherwise the Standard Terms will apply.

22. Governing Law and Venue

These terms and any dispute arising out of or relating to your custom project will be governed by the laws of the State of New Jersey, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in New Jersey for any such dispute.

23. Entire Agreement and Severability

These terms constitute the entire agreement between you and PJ with respect to the applicable custom project. Any modification must be in writing and signed by both parties.