

# Midwest Global Group, Inc.

## Custom Stole Sketch Form Instructions

Please read the following:

- \* Read the document in its entirety. If you have any questions, please contact us.
- \* A minimum of eight (8) pieces is required for any custom order.
- \* Complete the sketch diagram and the signature portion of the contract.
- \* Complete the order form.  
***Please indicate the Due Date on the Order Form.***
- \* Fax/mail/email Pages 1 and 3, and the order form to the fax number/address below.
- \* Call to confirm we have received your sketch.

<b>Handwoven Kente/Symbolic Stole Prices</b>	<b><i>Custom</i> Stole Prices</b>
1-10 Stoles	\$27.95 per stole
11-30 Stoles	\$26.95 per stole
31-40	\$24.95 per stole
41 Stoles & Above	\$18.95 per stole

<b>Personalized Serape Stole Prices (A)</b>	<b><i>Custom</i> Stole Prices</b>
1-10 Stoles	\$26.95 per stole
11-30 Stoles	\$25.95 per stole
31 Stoles & Above	\$23.95 per stole

*(A) Call us for pricing for more than two (2) panels of lettering or ANY object on the stole; additional charges apply*

**\*PLEASE PRINT NEATLY\***

**\*ALLOW 4-5 WEEKS TIME FOR DELIVERY. PLEASE PLAN ACCORDINGLY\***

**PLEASE NOTE: CUSTOM KENTE/SYMBOLIC STOLES WITH *WHITE BACKGROUNDS ARE NOT AVAILABLE.* (White is still available as stripe colors, symbol colors, and letter colors). Personalized and Non-Personalized Serape Stoles with white backgrounds are available.**

**3015 E. New York Street Suite A2, No. 129**

**Aurora, IL 60502-5165**

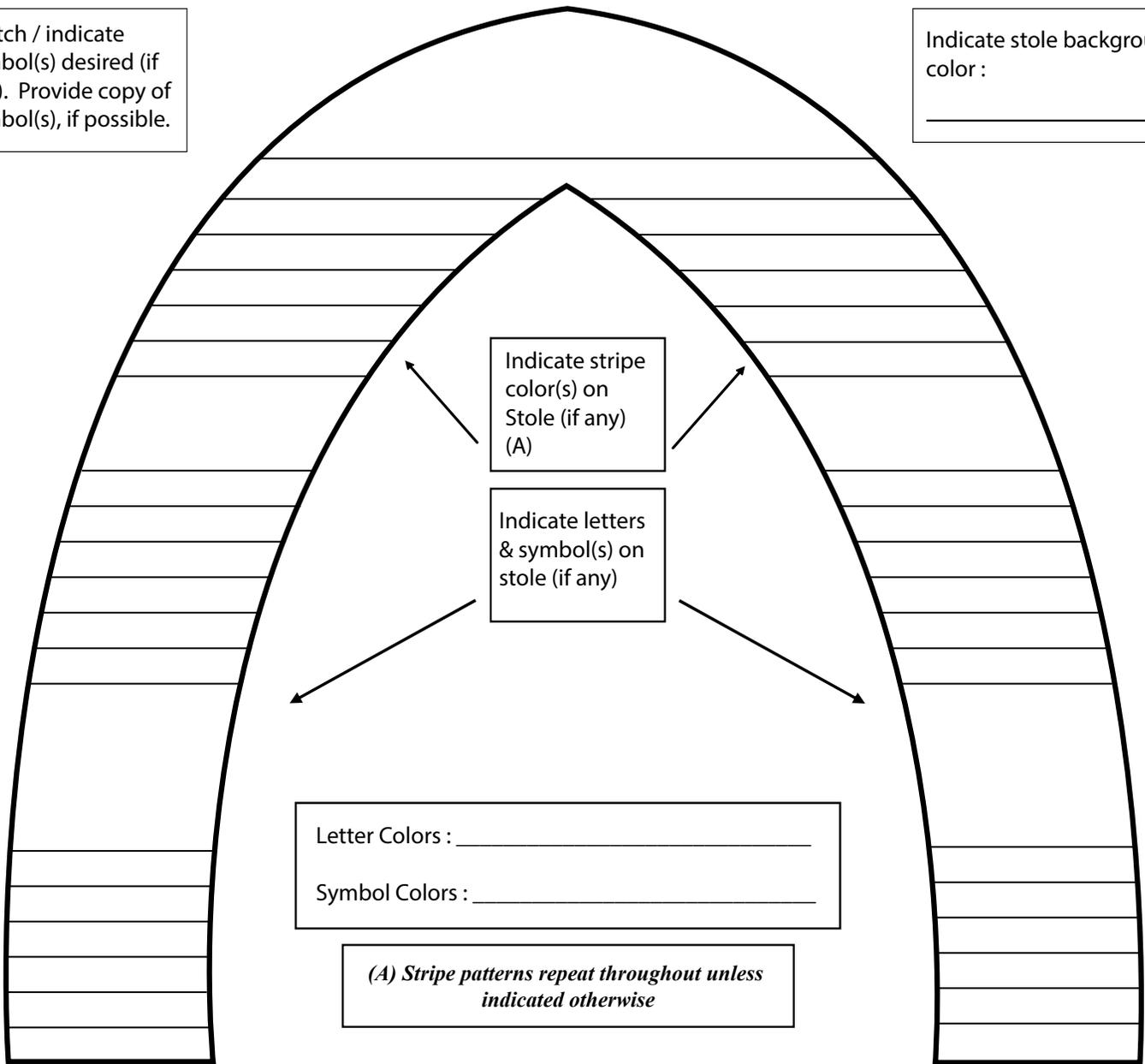
**TEL: 1-800-645-3683**

**Fax: (630) 978-1174**

**sales@midwestglobalgroup.com**

Sketch / indicate symbol(s) desired (if any). Provide copy of symbol(s), if possible.

Indicate stole background color : \_\_\_\_\_



Indicate stripe color(s) on Stole (if any) (A)

Indicate letters & symbol(s) on stole (if any)

Letter Colors : \_\_\_\_\_  
Symbol Colors : \_\_\_\_\_

*(A) Stripe patterns repeat throughout unless indicated otherwise*

NOTES : \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

The above signed hereby requests manufacture of stole(s) according to the specifications listed on this sketch, and agrees that they are fully responsible for the complete accuracy of this sketch, including any errors or omissions. Customer understands each stole is unique and there may be minor variations. Customer understands there will be no refund on orders completed according to this sketch. Customer agrees with the Terms and Conditions as described in Pages 2 and 3 of this document. NOTE: We cannot proceed with the order unless Pages 1 and 3 of the sketch form package are completed and submitted.

## **Midwest Global Group, Inc. Sale of Goods Agreement**

### **1 Parties.**

This Sale of Goods Agreement (this “Agreement”) is entered into between Midwest Global Group, Inc. and the signatory below (“Customer”). Customer hereby agrees that this Agreement governs the sale of goods from Midwest Global Group, Inc. to Customer.

### **2 Sale of Goods.**

The parties agree that Customer shall purchase the goods outlined in the sketch page and the Order Form attached to this Agreement (“Goods”), which are incorporated herein.

### **3 Ownership of Intellectual Property.**

Customer is responsible for verifying any rights of other parties prior to the customization or creation of the Goods. Customer represents and warrants that the Goods do not infringe on the intellectual property rights of any other person or entity.

Without limiting the foregoing, Customer unconditionally warrants and guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Midwest Global Group, Inc. for inclusion in the Goods are owned by Customer, or that Customer has permission from the rightful owner to use each of these elements.

### **4 Custom Orders.**

For custom orders, the Purchase Order must be complete and shall include the item number, color, quantity, pricing, institutional purchase order number, contact name, billing information, billing and shipping addresses, phone number, due date required and shipping method. A minimum of eight (8) pieces are required for any custom order.

If an account has not been established, first payment of the total cost of the goods shall be required before Midwest Global Group, Inc. will place an order. Once an account has been established, the payment terms are Net 30. Customer shall pay Midwest Global Group, Inc. in full in thirty (30) days from the order ship date.

### **5 Shipping.**

All orders may take five (5) to six (6) weeks for delivery from the date of order. Midwest Global Group, Inc. does not guarantee shipping time upon giving the Goods to the shipping carrier. Shipping and handling charges shall be added to the invoice and all goods shall be shipped from Aurora, IL. All shipments will be insured unless clearly stated on your order that insurance is not required. Midwest Global Group, Inc. shall not be liable for carrier delays. All custom orders shall be shipped via FEDEX Ground, FEDEX Express, USPS, or United States Parcel Service, unless requested otherwise by Customer. Midwest Global Group, Inc. is not responsible, nor liable for any shipping delays or damages to the Goods caused during shipping.

### **6 Samples.**

All samples shall be billed at the end quantity pricing. If the Customer is ordering samples for the first time, Customer must supply a credit card, check or money order for initial sample orders. Samples may not be returned.

**7 Midwest Global Group Inc. Fees, Billing and Payment.**

For custom orders, Customer may pay by check, money order, major credit card and purchase orders from approved institutions. Approval of payment method shall be at the sole discretion of Midwest Global Group, Inc. and can be rejected at any time and for any reason. If Customer purchases the Goods via purchase order, the order is invoiced once it is shipped and Customer shall pay the invoice within thirty (30) days from the order ship date. All payments must be in U.S. dollars and drawn on a U.S. bank. In the case of a returned check, Customer shall be charged \$25.00. Customer represents and warrants that Customer has the right to use the payment method provided to Midwest Global Group, Inc. Midwest Global Group, Inc. has the right to change the price of the product at any time and for any reason, without any prior notice.

**8 Changes to Goods.**

No changes shall be allowed to custom orders. All custom orders are final. For standard orders that have been shipped, Customer may request a change to the order. Midwest Global Group, Inc. is not required to allow changes to standard orders. However, if a change is approved, Customer shall be responsible for any and all shipping charges associated with that change.

**9 Claims.**

All claims for refunds or cancellation must be made within ten (10) days of the Order Ship Date. Midwest Global Group, Inc. is not required to give refunds or cancellations.

**10 Product Hold.**

Midwest Global Group, Inc., at its' own discretion, may hold a valid institutional purchase order. This order must be shipped within a thirty (30) day period or Midwest Global Group, Inc. shall not hold it any longer than thirty (30) days.

**11 Force Majeure.**

Except with regard to payment obligations, either party shall be excused from delay in performing or from failing to perform its obligations under this Agreement and the Purchase Order to the extent the delay or failure results from causes beyond the reasonable control of the party, including, but not limited to: default of subcontractors or suppliers; failures or default of third party software, vendors, or products; acts of God or of the public enemy; U.S. or foreign governmental actions; strikes; terrorism; grounding of all planes; communications, network/internet connection, or utility interruption or failure; fire; flood; and epidemic.

**12 Publicity and Marketing.**

Customer grants Midwest Global Group, Inc. the right to use the name, logos, design marks and trademarks of Customer in Midwest Global Group Inc.'s marketing materials or other oral, electronic, or written promotions, which shall include naming Customer as a client of Midwest Global Group, Inc. and a brief description or photographs of the goods provided.

**13 Limited Warranty.**

MIDWEST GLOBAL GROUP, INC. PROVIDES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) SHALL APPLY TO THE GOODS; WHETHER

ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Defective products may be replaced only upon a written approval by Midwest Global Group, Inc., which can be withheld for any reason, or no reason at all. Customer understands and agrees that as each item is individually handmade and unique, there may be slight variations in the Goods. Customer agrees that this is not considered a defect and will not be replaced.

Midwest Global Group, Inc. shall not be responsible for color choice errors on final purchase orders. Midwest Global Group, Inc. does not guarantee color matching as each item is unique.

Midwest Global Group, Inc. shall not be liable for slight variations in the Goods that are caused by the manufacturer.

#### **14 General Limitation of Liability.**

Each party's liability under this Agreement shall be limited to the other's direct and actual damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REIMBURSEMENTS OR LOST SAVINGS, DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CUSTOMER'S RECORDS, PROGRAMS OR SERVICES), IRRESPECTIVE IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL MIDWEST GLOBAL GROUP, INC. BE LIABLE FOR DAMAGES PROXIMATELY CAUSED BY ITS CONTRACTED PROVIDERS, AGENTS, OR ANY OTHER THIRD PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE GOODS (WHETHER IN CONTRACT, TORT, OR OTHERWISE).

#### **15 MAXIMUM LIABILITY**

THE AGGREGATE LIABILITY OF MIDWEST GLOBAL GROUP, INC. ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY RECEIVED BY IT FROM CUSTOMER FOR THE PORTION OF THE GOODS GIVING RISE TO THE CLAIM.

#### **16 Disputes.**

This Agreement and any disputes relating to this Agreement shall be governed by the laws of the State of Illinois, United States of America, without regard to the conflicts of laws principles. Any claims regarding this Agreement, the Goods (custom or stock) or Midwest Global Group Inc., its principals or affiliates, or Midwestglobalgroup.com or any other web site operated by Midwest Global Group, Inc., its principals or affiliates shall be exclusively prosecuted in a federal or state court of competent jurisdiction located within DuPage County, State of Illinois. You hereby consent to the jurisdiction of such court solely for such purposes

and you further waive any argument that any such dispute or that venue in any such court is not appropriate or convenient. You further agree to accept service of process by certified mail, return receipt requested at the address designated by you. Midwest Global Group, Inc. will be entitled to recover its court costs and reasonable attorneys' fees and expenses incurred in successfully proving any breach of any section of this Agreement.

**17 Indemnification By Customer.**

Customer shall defend, indemnify, save and hold harmless Midwest Global Group, Inc. (and its contracted providers, agents, customers, servants, officers and employees) from and against any and all demands, liabilities, fines, losses, costs, claims or suit (actual or threatened), and expenses, including reasonable attorneys' fees, court costs and other reasonable expenses of litigation (collectively "Liabilities") asserted against or incurred by Midwest Global Group, Inc. that arise out of or relate to any service or product provided or performed by the Customer, its agents, employees or assigns, including, without limitation, any Liabilities arising out of or relating to (i) any injury to any person or property caused by any products or services provided or otherwise distributed by the Customer in connection with the Goods; or (ii) any material supplied by Customer infringing or allegedly infringing on the proprietary rights or intellectual property of a third party.

**18 Assignment.**

Neither party may assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other. Any purported assignment or delegation in violation of this Section 18 is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

**19 Amendments.**

This Agreement, including this Section 19, may not be modified except by an agreement in writing signed by both parties subsequent to this Agreement.

**20 Governing Law; Venue; Limitation of Actions.**

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Illinois, without regard to conflicts of laws rules.

**21 Successors and Assigns.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors and permitted assigns of the parties hereto.

**22 Waiver.**

Unless explicitly stated otherwise in this Agreement, neither party shall be deemed by mere lapse of time (without giving notice or taking other action hereunder) to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

**23 Severability.**

If any provision of this Agreement, or its application to any person or circumstance, shall be found invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected, and shall remain enforceable to the fullest extent permitted by law. Upon a determination that any term or provision is invalid, illegal or unenforceable, this Agreement shall be modified to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**24 Entire Agreement.**

This Agreement supersedes all prior negotiations and agreements between the parties, and constitutes their entire understanding, with respect to the subject matter contained herein.

**25 Counterparts.**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, Midwest Global Group, Inc. and Customer have executed this Agreement as of the date and year first written above.

Midwest Global Group, Inc.

By: \_\_\_\_\_

Harold Montgomery

Its: Owner \_\_\_\_\_

Date: \_\_\_\_\_

[CUSTOMER]

By: \_\_\_\_\_

[NAME]

Its: \_\_\_\_\_

Date: \_\_\_\_\_

# Midwest Global Group, Inc. Global Textiles & Handicrafts

*PLEASE PRINT THIS ORDER FORM AND MAIL OR FAX IT TO: (630) 978-1174.*

*Midwest Global Group, Inc. \* 3015 E. New York Street, Suite A2, No. 129 \* Aurora, IL 60502-5165 USA*

## PLEASE PRINT

**Method of Payment: (Circle One)**

**Check Money Order    AMEX    VISA    MasterCard    Discover    Purchase Order No.** \_\_\_\_\_

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Mailing Address \_\_\_\_\_

e-mail Address \_\_\_\_\_ (In case we need to contact you regarding your order)

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Credit Card No. \_\_\_\_\_ Expiration \_\_\_\_\_ / \_\_\_\_\_ CCV \_\_\_\_\_

Name as it appears on the card \_\_\_\_\_

Signature \_\_\_\_\_

Institution/Organization \_\_\_\_\_ Due Date \_\_\_\_\_ (REQUIRED)

Selection	Quantity	Description	Unit Price	Total Price

<b>Shipping/Handling Charges:</b>	
\$19.95 to \$60.00	\$5.00
\$61.00 to \$150.00	\$9.00
\$151.00 to \$250.00	\$14.00
\$251.00 to \$500.00	\$16.00
\$501.00 to \$750.00	\$19.00
\$751.00 to \$1000.00	\$20.00
\$1001.00-Above	\$22.00



Subtotal \_\_\_\_\_  
 Illinois Residents Add 7.75% For Sales Tax \_\_\_\_\_  
 Shipping/Handling \_\_\_\_\_  
 Next Day Delivery Add \$18.00 \_\_\_\_\_  
 2nd Day Delivery Add \$12.00 \_\_\_\_\_  
 3-Day Delivery Add \$6.00 \_\_\_\_\_  
 GRAND TOTAL \_\_\_\_\_