



# FOR CUSTOM PRINTED GRIPPY FLOOR MAT

## Terms and Conditions for Custom Printed Pig Grippy Floor Mat

**Meaning of Certain Terms** – As used in these Terms and Conditions, (i) “You” means you, the purchaser, of the Custom Product; (ii) “We” or “Us” means New Pig Corporation and each of New Pig Corporation’s officers, directors, employees, agents, and affiliates; (iii) “Logo” means the image You provide Us to use in connection with the Custom Product; and (iv) “Custom Product” means the product, using the Logo, You order and/or purchase from Us.

**Provision of Logo** – You agree to provide a Logo for use with the Custom Product You are ordering and/or purchasing. The Logo may be in color or in black and white and may include words, numbers, graphics, pictures, or any combination of the same. The Logo will be provided in an electronic format. The Logo will be applied to the Custom Product using commercially reasonable methods given the nature of the Logo and the material of the Custom Product. By providing the Logo, You and the owner of the Logo agree to these Terms and Conditions.

**Non-Exclusive Limited License to Use the Logo** – By providing Us with the Logo, You are granting a non-exclusive limited license to Us to use the Logo in the production of the Custom Product and on the Custom Product.

**Representations** – You represent and warrant that (i) You have the authority to grant to Us the foregoing non-exclusive limited license to use the Logo; and (ii) You are authorized to bind Yourself, and, if You are not Yourself the owner of the intellectual property rights to the Logo (“Owner”), the Owner of the Logo to these Terms and Conditions. You and the Owner of the Logo represent and warrant that the Logo, and the use by Us of the Logo, does not infringe or violate the intellectual property rights (including, but not limited to, trademarks, trade names, copyrights, patents, domain name registration rights, and trade secrets) or any other right (including, but not limited to, rights of privacy, rights of publicity, moral rights and contractual rights) of any third party.

**Indemnification for Use of Logo** – You and the Owner of the Logo agree to defend, indemnify, and hold harmless New Pig Corporation and each of New Pig Corporation’s officers, directors, employees, agents, and affiliates from, against and in respect of any and all losses, damages, deficiencies, costs, expenses (including reasonable attorney’s fees), assessments, judgments, actions, suits, proceedings, demands and claims arising out the use of the Logo by Us in the production of the Custom Product and on the Custom Product.

**Right of Refusal** – New Pig Corporation, in its sole discretion, reserves the right to reject any Logo for use with any Custom Product.

