

Thank you for your interest in Texas Crazy products. One special way we help you celebrate Texas is to locate just the right items and then give you an opportunity to buy them from us. To make shopping with us as easy and painless as possible, please read the sales agreement below. Thank you! Bill Ellmore Texas Crazy Customer Service

THIS DOCUMENT DESCRIBES THE SALES AGREEMENT TERMS BY WHICH TEXAS CRAZY FACILITATES PURCHASING OF MERCHANDISE AND SERVICES TODAY:

1.0 Definitions

order- the offer by the buyer to purchase merchandise and / or services from the seller. The following words also may also be used to describe all or part of the order: transaction, invoice, intent to treat, purchase, offer to purchase.

items- merchandise and or services, including gift certificates presented on this website that buyers may offer to purchase from the seller.

seller- the seller of items is Texas Crazy. The seller's mail address is 6729 Oliver Drive, North Richland Hills, TX 76180. Email can be sent to the seller at customerservice@texascrazy.com.

buyer- the buyer is the person or business entity that sends an order to Texas Crazy. The following words may also be used to describe the buyer: customer, browser, user.

agreement- the sales agreement that contains the entire understanding between the buyer and seller concerning the related order. The following words may also be used to describe all or part of the agreement: contract, terms, sections.

2.0 Version- this agreement and the data message it incorporates is a legally binding contract and contains the entire understanding between the buyer and the seller with respect to the subject matter hereof. The buyer agrees that use of the website located at <http://www.texascrazy.com> and any order shall be governed by and subject to the terms detailed herein. The buyer understands that the seller may amend the agreement posted on this website at any time and without notice. All amended terms shall be effective one day after they are initially posted on this website. However, the buyer understands and agrees that this agreement modified on 10/26/04 will remain in force for orders initiated today.

3.0 Communication- the buyer agrees that this agreement is "a writing signed by the buyer" under any applicable law or regulation. The buyer also agrees to receive all data message / communication from the seller in electronic form. The buyer also agrees all communication from the seller either in paper or electronic format will be considered "in writing" and agrees to consider these as received no later than 5 business days after posting or distribution, whether or not the buyer has received or retrieved (opened) the communication. The seller reserves the right to communicate to the buyer in paper format, but is under no obligation to do so. Unless specifically instructed in other sections of this agreement, the buyer agrees to send any communications using the seller's website customer service form, the seller's email address at customerservice@texascrazy.com or by postal mail to the seller at Texas Crazy, 6729 Oliver Drive, North Richland Hills, TX 76180.

4.0 Identity- the buyer warrants that they are the person who is entering into this agreement and that they are at least eighteen years of age and can form legally binding contracts under applicable law.

5.0 Merchandise and Services- the buyer understands and agrees that the details about any items including photos, titles, pricing, weight and other specifications may change on the website at any time and without notice. However, by accepting this agreement, the

buyer accepts the order's pricing, a related quantity and applicable taxes listed by the seller at the time of order.

6.0 Buyer Offer- The buyer can elect to create an order either by listing items using the seller's on-line shopping cart or by using one of the seller's printable order forms and sending it to the seller. Before the buyer can complete the order process, the buyer is reviews, agree with and signifies acceptance of all the terms of this agreement in one of two ways:

I. On-line Orders- the buyer presses the "I agree to terms" button during the checkout process which notifies the seller of buyer acceptance of this agreement. If the "I agree to terms" button is not pressed, an on-line order cannot be created.

II. Mail or Faxed Orders- the seller is notified of buyer acceptance of this agreement by the buyer sending one of the seller's printable order forms, which can normally only be accessed by pressing the "I agree" button on the agreement review page. If the "I agree" button is not pressed, the printable order form is not accessible.

Order Acknowledgment (online orders)- After checkout is completed, the seller will normally produce an acknowledgement of the order on-screen, which displays an order confirmation and related order number. The buyer is encouraged to use this number in future communications with the seller. In addition, the seller will also normally send a copy of this order acknowledgement to the buyer via email.

Order Acknowledgment (mail orders)- Upon receipt of a mailed order the seller will normally send an order acknowledgement to the buyer via email, which will include an order or invoice number. The buyer is encouraged to use this number in any future communications with the seller regarding this order. If the buyer does not receive an email order acknowledgement within one week of mailing, it is advisable to contact the seller via email or telephone. The seller may have not received the buyer's order. The buyer certifies that they are providing personal information that is accurate, complete and current. The buyer also certifies that the order billing and shipping addresses can be found at <http://zip4.usps.com/zip4/welcome.jsp>. By transmission of this order to the seller by any means (online, written or oral), the buyer acknowledges that they have read and understand this agreement and agree to be legally bound to all its terms.

7.0 Seller Acceptance- upon receipt, the seller can evaluate the order's item details, customer data, buyer acceptance and payment information. The seller may need to contact the buyer or other parties to verify the order or customer details. The buyer authorizes the seller to make any inquiries the seller considers necessary to validate this order.

8.0 Consideration- the buyer shall deliver payment equal to the amount of the order to the seller in legal tender (U.S. Dollars). The seller shall ship the products listed on the order to the customer.

9.0 Payment by Credit or Debit Card: A payment is not considered complete until the buyer's funds have been posted to the seller's bank account.

9.1 Card Authorization- if the buyer is paying by credit or debit card, the buyer certifies they have an active and current account and are the "card holder", meaning a financial services company (bank, credit union, etc.) has issued this card to the buyer and considers the buyer to be in good standing with the bank. The cardholder agrees to a debit in the full amount of the accepted order posted to their card account.

9.2 Charge Backs- the buyer will notify whoever reviews and pays using the billing statement of this purchase to avoid a challenge of a valid transaction. The order will list "Texas Crazy" or similar on the buyer's monthly credit card billing statement. In the event of challenge by the buyer of a valid transaction, the buyer agrees to accept an additional \$ 25.00 processing fee in addition to the original transaction amount.

10.0 Payments by Check: This transaction is not considered complete until the check

proceeds have been withdrawn from the buyer's account (bank, credit union or other source of funding) and posted to the seller's account.

10.1 Check Authorization- If the buyer is paying by personal or company check, the buyer certifies that they are an authorized signatory on the bank account listed on the paper check; that the account is active; and will have sufficient funds to clear the bank at the time of processing. Should funds be unavailable at the time of check processing, the buyer agrees to pay the seller a \$ 25.00 returned check fee.

THE BUYER ALSO UNDERSTANDS AND AGREES THAT A PERSONAL OR COMPANY CHECK RECEIVED IN TENDER FOR THIS ORDER IF ACCEPTED BY TEXAS CRAZY WILL BE SUBJECT TO A "HOLD" FROM THE DATE OF MAILED ORDER RECEIPT BEFORE APPROVING FOR SHIPMENT TO ALLOW THE BUYER'S BANK TIME TO ACCEPT OR REJECT THE CHECK AND TRANSFER FUNDS TO THE SELLER'S BANK ACCOUNT. After funds transfer, the "HOLD" will be removed and the order will be released for shipment.

11.0 Limitation of Liability- IN NO CIRCUMSTANCE SHALL THE SELLER, ITS EMPLOYEES OR SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SELLER'S WEBSITE OR ITEMS CARRIED THEREIN. THE BUYER OR ANY THIRD PARTIES ALSO AGREE TO A LIMIT TO THE ACTUAL AMOUNT OF DIRECT DAMAGES. A limitation or exclusion of consequential or incidental damages is not allowed in some states, so this disclaimer may not apply to the buyer.

12.0 On-line Account- for convenience the seller has given each buyer the option to store basic personal and shipping information on-line.

This account may be used to facilitate the buyer's future on-line orders but is not required to complete an on-line order. No buyer accessible credit or debit card numbers are retained in this account online. A customer may also request this account to be deleted at any time by notifying customer service via the customer service form on the seller's website.

13.0 Product recall- the seller will retain the last mailing address of buyer to be able to send notices of product material failure or recall.

14.0 Restricted Activities- the buyer certifies that they will not disseminate information or initiate activities that will spread any viruses, Trojan horses, or any other computer programming or data entry that may damage, interfere, expropriate, overload or intercept any data, personal information or system found on this website or its affiliates. The buyer also recognizes that this website is copyrighted by the seller and that all rights are reserved. The buyer agrees not to copy anything from this website without the prior written permission from the seller, unless the right to copy is clearly posted on the website (in a free stuff area, etc.).

15.0 No Warranty- the seller, employees and the seller's suppliers PROVIDE THEIR PRODUCTS AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, STATUTORY OR IMPLIED. THE SELLER DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. The buyer also understands that any two hand crafted items are not always identical in substance or match the item's website images as presented.

A disclaimer of implied warranties is not allowed in some states, so the disclaimer may not apply to the buyer.

16.0 Disclaimer- All information made available on this website is made available AS IS, without any warranties of any kind. The seller makes no representations regarding the reliability, completeness or timeliness of the material provided on this website. Nor does it warrant that this website will operate error free or be free of computer viruses. User agrees to hold the seller harmless for any incidental or consequential damages resulting from use of this website.

17.0 Refunds- the seller desires the buyer to have an opportunity to inspect the items

ordered and receive a refund if the buyer is not satisfied. The seller maintains a 15-day review policy on merchandise orders (excluding custom items), beginning on the date of signed receipt of delivery. During this period if the buyer is not satisfied with the purchase for any reason, except as listed in this agreement, the buyer may request a refund by using the seller's customer service form and notifying the seller of the specific details. If the buyer has not contacted the seller by the 16th day after receipt, the buyer accepts the transaction and merchandise as fully acceptable and waives any future recourse except as allowed by law. If the buyer notifies the seller of intent to return all or part of an order to Texas Crazy for a refund, the buyer agrees to return the merchandise in good condition, packed in the original shipping containers (or similar) prior to receiving a refund. The buyer understands and agrees that although Texas Crazy will refund the original shipping fees for the merchandise to be returned, the buyer bears the return shipping, handling and insurance expense for merchandise returns. The buyer agrees that any freight claims for any buyer initiated return shipments shall be the responsibility of the buyer. The buyer further agrees that no returns will be attempted without first contacting Texas Crazy using the customer service form found on the customer service page and then wait for email return instructions from Texas Crazy customer service. The buyer agrees to accept any refund according to the payment type rendered for the original transaction (check, credit card or gift certificate for same). THE BUYER UNDERSTANDS AND AGREES THAT CUSTOM ITEMS ARE NOT RETURNABLE OR EXCHANGEABLE. For this agreement, "custom items" available from the seller include: original artwork, custom imprinting and personalized items.

18.0 Order Processing- the seller normally processes accepted orders on a first in first out basis and makes every effort to ship the orders as soon as possible. However, the product description of the items on the website may state extended shipping times. If the seller is unable to ship order within a stated number of days to ship (or thirty days if not listed), the seller will attempt to notify the buyer of the delay and offer the buyer the choice of a revised shipment date if one is available, a full and prompt refund if the buyer's payment has been processed or an order cancellation if the buyer's payment has not been processed.

19.0 Shipping- the seller normally ships all merchandise freight insured via USPS or UPS with signature confirmation. IN THE EVENT OF AN ORDER BEING DELIVERED TO THE BUYER IN A FREIGHT DAMAGED CONDITION AND IS INSURED, THE BUYER AGREES TO:

a) ACCEPT THE SHIPMENT, b) IMMEDIATELY NOTIFY THE SELLER USING THE WEBSITE'S CUSTOMER SERVICE FORM AND

c) ACCURATELY COMPLETE THE USPS or UPS PROCEDURE TO FILE A DOMESTIC CLAIM, (for the USPS) USING PS FORM 1000 (a copy of the PS 1000 guidelines and most current form may be found on-line at the USPS.com website). If the buyer is willing to wait for reimbursement by USPS, the buyer agrees to select "Addressee" as who is to receive payment. If the buyer is unwilling to wait for reimbursement USPS, the buyer also agrees to contact the seller to get mailer information and designate "Mailer" on PS form 1000 as who is to receive payment. Upon receipt by the seller of a completed and UPS or USPS accepted form, the seller will reship the items to the buyer at no additional cost.

20.0 Order Cancellation- the buyer agrees that the seller may cancel all or part of an order for any reason at any time including those orders with unverifiable customer information, any order that cannot be shipped in a timely manner due to product availability or any other fulfillment reasons. If the seller exercises their rights under this section, the buyer agrees to waive any recourse beyond acceptance of a refund for any items that were not shipped according to the payment type rendered for the transaction (check for check, card for same card and gift certificate for same).

21.0 Assignability. The buyer agrees that the seller reserves the right to transfer this agreement or any right the seller may have within this agreement without the buyer's consent.

22.0 Gift Certificates. If one or more paper gift certificates are a part of this

transaction, upon agreement acceptance, they will be mailed to the buyer or the recipient the buyer designates. In all cases, these gift certificates are treated as a credit to the original buyer's account that the seller will hold in custody for the buyer or whoever the buyer has transferred the certificate and may be used as tender for any merchandise or services sold on the seller's website within three years of certificate purchase date. Upon request, these gift certificates may also be refunded in full back to the original buyer. After the date of termination (three years), we will use the information the buyer provided to attempt to send any unspent funds that remain in this account back to the original buyer. If that information is no longer accurate and the seller is not able to complete a payment reimbursement to the buyer, the buyer's funds will be subject to the applicable state laws regarding unclaimed property. Gift certificates are currently redeemed by email only and not by using the online shopping cart. The person redeeming the certificate agrees to complete the transaction via email.

23.0 Purchase orders- the terms of any buyer issued purchase order that is attached to any order inconsistent with this agreement shall not be binding on the seller and shall not be construed as modifying this agreement in any way.

24.0 Breach- The buyer will be deemed to be in breach of this agreement if the buyer violates any sections or fails to meet any obligations required under this agreement.

25.0 Remedies- Without limiting other remedies, certain buyer actions (breach of this agreement; inability to verify or authenticate personal, billing or shipping information; actions that the seller believes may cause financial loss or legal liability to the buyer, seller, suppliers or other buyers) may cause the seller to respond, including canceling an online account, refusing a buyer's offers to purchase merchandise or services or limiting access to the website. Also, the buyer authorizes the seller to be reimbursed for any collection fees from the buyer if goods or services that have been delivered are not paid in full according to terms listed in section 8.0.

26.0 Governing Laws and Venue- the buyer agrees that this agreement is interpreted, governed and enforced in accordance with applicable state and federal laws of the state of Texas and the United States. The buyer agrees that ANY ACTION RELATING TO THESE TERMS BROUGHT AGAINST THE SELLER IN A COURT OF LAW SHALL BE BROUGHT SOLELY TO A COURT OF LAW IN TARRANT COUNTY, TEXAS, AND THAT THE BUYER IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS. Sections 12, 16, 24 and 27 shall survive any termination of this agreement. The seller reserves all rights not specifically granted herein.

27.0 Privacy and Security- The seller maintains a strong commitment to personal privacy and the security of buyer's personal information. Details on how this data is handled is described in the seller's Customer Service page and Privacy Policy, located at <http://www.texas crazy.com/csc/privacy.html>. However, if the buyer does not agree with the seller's Privacy Policy, please do not use the seller's website or make an offer to purchase merchandise or services.

28.0 Retention- the seller retains an electronic copy of each agreement version for three years. The version in force at the time of the buyer's transaction is accessible by the buyer on-line. Previous versions may be reviewed upon request.

29.0 General- the buyer agrees that if any provision of this agreement is held to be illegal, unenforceable or invalid, the remaining provisions shall not be affected or impaired in any way. The seller's failure to require performance by the buyer of any provision listed in this agreement shall not affect the right to require complete performance at any time in the future. This agreement constitutes the entire understanding between the seller and the buyer concerning the subject matter contained in this agreement and related order.

If you have any questions regarding this sales agreement, please contact Texas Crazy. Thank you. Bill Ellmore, Texas Crazy Customer Service