

## **CUSTOM PRODUCT AGREEMENT RELEASE AND HOLD HARMLESS AGREEMENT**

This Custom Product Agreement and Release and Hold Harmless Agreement ("Agreement") is entered into on the date listed below by the undersigned customer ("Customer") and Case Breakers, Inc., a Florida corporation ("Company"), owner and operator of AgentGearUSA.com.

### **PRODUCT DESCRIPTION**

The Customer is purchasing a custom-made badge, insignia, identification card, leather product, or related custom item ("Product") designed and manufactured based on specifications, artwork, text, symbols, emblems, or materials provided by the Customer.

### **LAWFUL USE REPRESENTATION**

The Customer represents and warrants that the Product will be used only for lawful purposes and in a lawful manner. The Customer further represents and warrants that they have the legal right to purchase, possess, and use the Product.

### **AGE AND AUTHORITY**

The Customer represents that they are at least 18 years of age and have the legal capacity and authority to enter into this Agreement. If signing on behalf of a company or organization, the Customer represents that they have authority to bind that entity.

### **INTELLECTUAL PROPERTY AND AUTHORIZATION WARRANTY**

The Customer represents and warrants that any logo, emblem, seal, insignia, symbol, design, wording, or artwork provided to the Company is owned by the Customer or used with full legal authorization from the rightful owner. This includes trademarks, copyrights, trade dress, and any government, law enforcement, military, or federal insignia.

The Customer acknowledges that the Company does not verify ownership, licensing, authorization, or legal permission for any provided materials and relies entirely on the Customer's representations.

### **RESTRICTED INSIGNIA AND GOVERNMENT SYMBOLS**

The Customer acknowledges that certain insignia, seals, symbols, lettering, and badge designs may be restricted by law or reserved for authorized government, law enforcement, or military use. The Customer accepts full responsibility for determining whether restrictions apply and for obtaining any required authorization.

The Company makes no representation regarding the legality of any requested design.

### **NO AUTHORITY OR IMPERSONATION**

The Product does not grant and shall not be used to imply any law enforcement, government, military, or official authority. The Customer agrees not to use the Product in any manner that suggests affiliation with or authority from any agency or government entity unless legally authorized.

### **PROOF REVIEW AND APPROVAL**

The Customer is solely responsible for reviewing and approving all proofs, mockups, layouts, artwork, text, spelling, sizing, colors, and design details prior to production. Approval of any proof, whether written, electronic, or verbal, constitutes full acceptance.

Once a proof is approved, the Company is not responsible for errors, omissions, or defects including spelling, grammar, layout, sizing, formatting, alignment, or design accuracy.

#### CUSTOM PRODUCT FINALITY

All custom-made products are final. Orders cannot be modified or canceled once factory production has begun, which typically occurs within 12 to 24 hours after order submission. The Customer agrees to review all order details carefully before submission.

#### SHIPPING AND DELIVERY RISK

The Company will provide a tracking number once the Product has shipped. Delivery dates are estimates only.

Risk of loss transfers to the Customer upon shipment. The Company is not liable for lost, delayed, stolen, or mis-delivered packages once shipped. While shipping insurance may be included, claims are handled by the carrier and may require extended processing time. The Company does not guarantee claim outcomes or carrier decisions.

#### CHARGEBACKS AND PAYMENT DISPUTES

All custom orders are non refundable once production has begun.

If the Customer initiates a chargeback, payment reversal, or payment refusal for any reason, the Company reserves the right to pursue collection of the full amount owed. The Customer agrees to be responsible for all additional costs incurred, including chargeback fees, administrative costs, collection agency fees, court costs, and reasonable attorney fees.

A chargeback constitutes a material breach of this Agreement.

#### DATA HANDLING AND PRIVACY

The Customer acknowledges that the Company may collect, store, and retain personal information, identification documents, credentials, artwork, proofs, and correspondence for order fulfillment, compliance, recordkeeping, and legal defense purposes.

The Company will take reasonable measures to safeguard such information but does not guarantee absolute security. The Customer consents to this collection, use, and retention.

#### RELEASE OF LIABILITY

The Customer releases and forever discharges the Company, its officers, directors, employees, agents, and assigns from any and all claims, demands, losses, damages, liabilities, penalties, fines, or causes of action arising out of or related to the manufacture, sale, possession, or use of the Product.

This release applies to all claims whether known or unknown, foreseen or unforeseen, including claims arising from negligence.

#### INDEMNIFICATION AND DUTY TO DEFEND

The Customer agrees to defend, indemnify, and hold harmless the Company from any claims, demands, investigations, enforcement actions, lawsuits, penalties, damages, losses, costs, and expenses, including reasonable attorney fees, arising from or related to the Product. This includes

claims involving intellectual property infringement, unauthorized use of restricted insignia, impersonation, or unlawful use.

#### COOPERATION AND DOCUMENTATION

The Customer agrees to promptly provide documentation, authorizations, or credentials upon request if the legality, authorization, or use of the Product is questioned by any third party, platform, carrier, or authority.

#### RECORD RETENTION

The Company may retain copies of submitted artwork, proofs, credentials, identification, correspondence, and authorization documents for compliance, recordkeeping, and legal defense purposes for a period of up to seven years from the date of order completion.

#### LIMITATION OF LIABILITY

In no event shall the Company be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from or related to the Product, regardless of legal theory. The Company's maximum liability shall not exceed the amount paid for the Product.

#### NO WARRANTIES

All Products are provided AS IS. The Company disclaims all express and implied warranties, including warranties of merchantability and fitness for a particular purpose, to the fullest extent permitted by law.

#### LIMITATION PERIOD FOR CLAIMS

Any claim or cause of action arising out of or relating to this Agreement or the Product must be brought within six months from the date the claim arose or is forever barred.

#### ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the Product shall be resolved by binding arbitration administered under the rules of the American Arbitration Association. Arbitration shall take place in Broward County, Florida. Judgment on the award may be entered in any court of competent jurisdiction.

The Customer waives the right to a jury trial and agrees that arbitration is the exclusive remedy except where prohibited by law.

#### ELECTRONIC SIGNATURES AND ASSENT

The Customer agrees that electronic signatures, digital signatures, email confirmations, electronic proof approvals, and other electronic communications constitute valid and binding execution of this Agreement and are equivalent to handwritten signatures.

#### FORCE MAJEURE

The Company shall not be liable for delays or failure to perform due to events beyond its reasonable control, including supply chain issues, carrier delays, labor issues, regulatory actions, or acts of God.

#### RIGHT TO REFUSE OR CANCEL

The Company reserves the right to refuse, cancel, or terminate any order at its sole discretion if it believes the Product may violate laws, regulations, intellectual property rights, or restricted insignia rules. Cancellation under this provision shall not create liability for the Company.

#### CONSENT TO PERSONAL JURISDICTION

The Customer knowingly and voluntarily consents to personal jurisdiction in the state and federal courts located in Broward County, Florida, and waives any objection to jurisdiction or venue.

#### SURVIVAL

All representations, warranties, releases, indemnification obligations, arbitration provisions, and limitations of liability shall survive delivery of the Product and termination of this Agreement.

#### SEVERABILITY

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

#### GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Exclusive venue shall be in the courts of Broward County, Florida.

#### ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or representations.

#### MODIFICATION

This Agreement may only be modified by a written document signed by both parties.

#### ACKNOWLEDGMENT AND CERTIFICATION

By signing below, the Customer confirms they have read, understood, and agreed to all terms of this Agreement and certify they have legal authorization to use all materials provided.

Product Description or Intended Use: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Please attach professional credentials, business card, or government issued photo ID.

Email completed form to: [dave@agentgearusa.com](mailto:dave@agentgearusa.com)