

Custom Gown Official Online Contract

This Independent Custom Gown Agreement (“Agreement”) is made by and between The client (“The client”), and LVLVY Bride (“Dressmaker”).

This Custom gown official online contract for custom gowns may act as an official contract between Tynisha Vargas, individually or by and through her business LVLVY Bride and the Recipient/ Client in connection with their purchase(s) for a custom gown. (Recipient/ Client refers to any person that has paid for an invoice. Invoice must be submitted on behalf of LVLVY Bride or any employed team members).

1. Project(s) & Work. The specific project(s) for which the client engages LVLVY Bride for in are set forth in Schedule 1.0 hereto as the same may be revised from time to time between the parties.

2. CHANGE ORDERS

When the client orders in writing, LVLVY Bride, without nullifying this Agreement, shall make any and all changes in Work, which are within the general scope of this Agreement. Any adjustment in the LVLVY Bride amount of compensation or time of performance shall be authorized by a Change Order. No adjustments shall be made for any changes performed by LVLVY Bride that have not been ordered by the client. A “Change Order” is a written instrument prepared by LVLVY Bride and signed by stating their agreement upon the change in the Work. If commencement and/or progress of Work is delayed without the fault or responsibility of LVLVY Bride, the time for Work shall be extended by Change Order to the extent obtained by the client, and the progress schedule shall be revised accordingly. In the event the client and LVLVY Bride cannot reach an agreement as to the value of the additional work, the client may direct LVLVY Bride to perform such work, compensating LVLVY Bride for all its direct labor, materials, equipment plus % determined by LVLVY Bride for overhead and profit as full compensation for additional work.

3. PAYMENT

The client agrees to pay LVLVY Bride the Dressmaker's time and materials at rates and in amounts set forth in Schedule 1.0 hereto. The client may require LVLVY Bride to submit periodic updates to their progress profile upon substantial completion of its Work or any milestones that have been completed. Milestones shall be updated autonomously. LVLVY Bride acknowledges and agrees that LVLVY Bride shall be paid in full before the custom gown is shipped to the client.

4. WAIVER OF CLAIMS

Final Payment shall constitute a waiver of all claims by LVLVY Bride relating to the Work but shall in no way relieve LVLVY Bride of defective work discovered after final payment. The waiver of claims must be on behalf of LVLVY Bride. Any elements the client finds defective that are specific to the sewing techniques used to construct, LVLVY Bride shall be held responsible.

5. Termination by the client for Cause.

If LVLVY Bride repeatedly fails or neglects to carry out the Work in accordance with the applicable documents or otherwise to perform in accordance with this Agreement and fails within a nine-month (273 days) period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, The client may, by notice to LVLVY Bride and without prejudice to any other remedy the client may have, terminate this Agreement and finish the Work by whatever method the the client may deem expedient. If the unpaid balance of the Work by LVLVY Bride in this Agreement exceeds the expense of finishing the Dressmaker's Work and other costs incurred by the client and not expressly waived, such excess shall be paid to the LVLVY Bride. The client understands that this contract and or project cannot be terminated if over 75% of the project has been completed.

Upon receipt of notice of termination, LVLVY Bride shall cease operations as directed by the client in the notice; take actions necessary, or that the client may direct, for the protection and preservation of the Work; and except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing sub-subcontracts and purchase orders and enter into no further sub-subcontracts and purchase orders.

5.1 Termination by LVLVY Bride.

LVLVY Bride may terminate this Agreement for nonpayment of amounts due under this Agreement or if Work is stopped for fourteen (14) days or longer by providing the client seven (7) days prior written notice. In the event of such termination by LVLVY Bride for any reason which is not the fault of LVLVY Bride, LVLVY Bride shall be entitled to recover from Dressmaker payment for Work satisfactorily performed but not yet paid plus the cost of materials provided, through the date of termination.

LVLVY Bride has the right to terminate the contract between LVLVY Bride and The Client for non-payment. If the client has any remaining balance that has not been submitted to LVLVY Bride at least five (5) days before the clients scheduled wedding date, LVLVY Bride has the right to

terminate the contract with prior notice to the client. LVLVY Bride shall not be held responsible should the client choose to take legal matters for termination of this contract for non-payment.

LVLVY Bride has the right to terminate the contract should the workplace be deemed uninhabitable. This includes force majeure (war, strike, acts of god, riot, epidemic and or if sudden legal changes prevent LVLVY Bride from fulfilling their obligation under this contract).

LVLVY Bride reserves the right to terminate this contract between LVLVY Bride and the client if LVLVY bride deems the transaction fraudulent. LVLVY Bride has the right to terminate this contract if intentional deception or misrepresentation for the purpose of monetary or personal gain is discovered on behalf of the client.

LVLVY Bride reserves the right to terminate this contract between LVLVY Bride and the client should the client breach this contract in any way. LVLVY Bride reserves the right to take legal action should the client breach this contract and fails to remain communicative to resolve any dispute

5.2 Late Payment by The Client.

LVLVY Bride may terminate this Agreement for late payment of amounts due under this Agreement or if Payments are made late. Failure to make payments on time may result in delayed construction. If an official invoice has been issued to the client and the initial payment has not been submitted within the invoice deadline, the client agrees and understands this may cause delayed construction and that it may result in a later than discussed date of completion. LVLVY Bride is not responsible for the client's late payment if the invoice of the full amount of the custom gown has been rendered in a timely manner. LVLVY Bride is not responsible if any other payment(s) required to continue construction are not made on time. In the event of such termination by LVLVY Bride for any reason which is not the fault of LVLVY Bride, LVLVY Bride shall be entitled to recover from Dressmaker payment for Work satisfactorily performed but not yet paid plus the cost of materials provided, through the date of termination.

LVLVY Bride agrees to send at least 3 notices to the client in the event of non- payment. The client agrees and understands that failure to respond to notices sent by LVLVY Bride may result in escalating the account to collections.

6. Confidentiality & Non-Circumvention.

LVLVY Bride in the performance of the Work may be exposed to, learn of or be disclosed certain of the client's business methods, marketing strategies, pricing, know-how, business plans, trade secrets and other data and information that the client deems to be confidential (collectively "Confidential Information"). LVLVY Bride, for itself, and its employees, agents, and volunteers,

agrees to keep and maintain such Confidential Information confidential and to not disclose such Confidential Information to any person or entity who do not have a need to know, except in furtherance of performance of LVLVY Bride's Work hereunder, without the express written consent of the client. Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of LVLVY Bride, (ii) was already in the LVLVY Bride's possession or known to LVLVY Bride prior to being disclosed or provided to LVLVY Bride by or on behalf of the client, provided, that, the source of such information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect thereto, (iii) was or is obtained by LVLVY Bride from a third party, provided, that, such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect to such information or material, or (iv) is independently developed by LVLVY Bride without reference to the Confidential Information. The client does not have the right to submit or disclose any sketch (Preliminary or final sketches) completed by LVLVY Bride to any other dress maker or vendor to receive a quote for a replica of LVLVY Bride's design. The client agrees to refrain from sharing images of our completed sketch on all social media platforms for any reason. Failure to do so will result in a five-thousand dollar fine (\$5,000.00).

6.1 In the course of working with the LVLVY Bride, the client may also learn of certain projects, work or other business opportunities, including the identity and contact information of a party seeking a quote or proposal, available to LVLVY Bride, or for which LVLVY Bride may submit a bid or proposal that may or may not include the client's work proposal. The client, for itself, and its, agents, and volunteers, covenants to not utilize such information for its own benefit and agrees to non-circumvent LVLVY Bride by submitting a competing bid or attempting, directly or indirectly, to obtain the work which LVLVY Bride is seeking. the contact information of another client may not be shared with other 3rd parties for any reason.

6.2 The client hereby agrees that its breach or failure to perform any obligation or duty in this Section 6.1 may cause irreparable harm to LVLVY Bride, which harm cannot be adequately compensated for by money damages. It is further agreed by The client that an order of specific performance or for injunctive relief against LVLVY Bride in the event of a breach or default under the terms of this Section 6 would be equitable and would not result in a hardship on LVLVY Bride. Accordingly, in the event of a breach or default by either party hereunder, LVLVY Bride, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right either to compel specific performance by, or to obtain injunctive relief against, the other party, with respect to any obligation or duty herein or breach thereof.

7. RETURNS & REFUNDS

LVLVY Bride Agrees upon payment of an invoice specific to a custom gown that is sent to the client, to perform in a workmanship manner. The client agrees that LVLVY Bride does not accept returns, grant refunds, or allow exchanges for custom gowns or custom gowns with custom measurement submissions. The client understands and agrees that LVLVY Bride is not legally responsible for the visual color of the outcome of the gown if the client has selected their own materials to construct their custom gown. This (materials) includes any custom beading design, custom lace produced by embroidery, illusion mesh tulle, tulle, crepe, denim, lace, leather, satin, linen, floral appliqué, any stones used for stone placement, or any other types of materials we carry or use to construct a custom gown. The client agrees that in the event they have received their gown, and it does not depict the sketch in color, the client cannot legally file a lawsuit.

The client agrees and understands LVLVY Bride does not accept returns, grant refunds, or allow exchanges for custom gowns if the client has approved over 75% of milestones required to construct their custom gown. Milestones may vary depending on the dress design. The term 'Milestones' will include the following tasks needed to complete a custom gown when applicable to the necessary requirements needed to construct the client's custom wedding gown:

Mock Bodices or any other mock pieces used before construction

Pattern making

Beading

Custom Lace

Custom embroidery

Layering

Stone Placement

Appliqué placement

Fabric Cutting

Constructing any required pieces together to complete the gown (Bodices, Sleeves, Skirts, corsets, built in crinolines, zippers etc.)

8. Communication

LVLVY Bride agrees to remain in communication with the client throughout the entire process of the project during the business hours of 9:00 a.m.- 6:00 p.m. CST. Acceptable forms of communication with the client would be referred to as any inquiries regarding the client's ongoing project, payment inquiries, change order inquiries, custom sizing inquiries, live (products actively being sold online or on our e-commerce profiles across various mobile

applications product inquiries. LVLVY Bride has the right to inform clients of tasks that out outside the dressmaker's or any other employed LVLVY Bride team member's job description.

9. Dispute Resolution.

Except for disputes arising under the provisions of Section 6.0 above, the parties shall endeavor to resolve any claims or disputes that may arise hereunder between themselves within 30 days from the date that a dispute arises. Except for disputes arising under the provisions of Section 6.0 above, if the parties cannot resolve their dispute within that time frame, then the parties shall submit their dispute to binding mediation administered by civil court to recover monetary compensation in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement and filed with the person or entity administering the mediation. The losing parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Chicago, Illinois, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

1. Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

2. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties.

3. "Days." All references to "days" herein shall mean calendar days unless otherwise specified.

If you received your custom gown and wish to file a complaint, you may do so with us via email here: returns@lvlybride.com

All custom gown complaint submissions will be investigated and a case will be opened. With each case, we review the information provided by the client and the design stylist during the consultation period, analyze the issues and form a solution so that the problem is resolved. The client can choose to accept or refuse any offers given. Upon acceptance, LVLVY Bride will discuss any plans that will take place to remedy the problem. Upon the clients decline for resolution or refusal, LVLVY Bride has the right to close the account and submit all completed work to the client.

By paying for the invoice sent to you by your design stylist, you have agreed to this store policy, terms and conditions, and official online contract.