



Terms and Conditions

BBJ appreciates the opportunity to serve you, our Customer. Please carefully read the following Terms and Conditions. Please carefully read the following rental conditions which form a part of the Rental Agreement and which you, as Customer, agree to by virtue of placing your order with BBJ.

Your use of this website constitutes your agreement to follow these rules and to be bound by them.

1. BBJ reserves the right, at its sole discretion, to update or modify these Terms and Conditions at any time without prior notice. It is your responsibility to check these Terms and Conditions each time before using this site. Your continued use of this website following any such change will mean that you accept and agree to the changes.
2. Customer agrees to use all BBJ rental products (tablecloths, napkins, chair covers, chair backs, chair ties, napkin rings, chargers, runners, spandex, laundry bags, etc., also known as "rental property") in a careful and proper manner, and ship back all BBJ rental property the first business day after the event has taken place except as may be otherwise specified in this Agreement, or be subjected to extended rental fees. Customer agrees to assume all risk of loss, damage and abuse to rental property from any cause whatsoever and pay replacement costs.
3. Customer acknowledges that the rental property is of a size, design and quantity selected by Customer and that BBJ has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the rental property. BBJ shall not be liable to Customer for any loss or damage caused directly or indirectly by the rental property and rental service, by any inadequacy thereof, or defects therein. Any liability of BBJ shall be limited to the rental cost.
4. The terms and conditions herein shall be governed by the laws of the State of Illinois and any legal actions shall be brought by the customer in the County of Cook, State of Illinois. Customer acknowledges that all the provisions of this agreement have been read, including the terms and conditions, and customer agrees to be bound thereto.
5. Customer shall indemnify and hold harmless BBJ against any claim, action, damages, and liability including reasonable attorney's fees and court costs arising in connection with Customer's use and possession of BBJ's rental property or Customer's use of BBJ's rental service.
6. In the event rental property is not shipped back the first business day after the event unless otherwise contained in this agreement and/or returned in a torn, burned or otherwise damaged condition, Customer shall be responsible for the replacement cost as indicated on the BBJ Rental Agreement in addition to any applicable extended rental fees. These charges will be added to the original rental charges and the Customer agrees to pay these charges upon receipt of the replacement billing. Credit card customers authorize BBJ to charge their credit card on file for all losses and damages incurred.



7. All rental property is counted and inspected by BBJ at the warehouse upon return using state-of-the-art electronic systems and the resulting counts are final. BBJ retains ownership of damaged linen and payment of replacement charges is not a purchase by Customer of the damaged rental property.
8. All rental property held beyond the agreed upon period indicated on the rental contract may be subject to extended rental fees.
9. Customer shall not return the rental property to any entity or person other than employees of BBJ or a freight carrier acting on behalf of BBJ, and Customer will require reasonable identification from such entity or person before surrendering possession.
10. Customer will be responsible for all costs incurred by BBJ due to Customer's ordering errors including, but not limited to, incorrect date of usage, color, quantity, sizes or duplicate orders.
11. Changes to orders can be made at any time before 12:00 noon CST on the Deadline Date. Except for full cancellations pursuant to Paragraph 12, reductions after that time will not be permitted, as the entire order will have been packed and loaded for shipment. Additions after the Deadline Date will be sent as an add-on to the original order and may arrive as a separate shipment or delivery. If the additional order requires expedited shipping, additional charges may be incurred.
12. Orders can be canceled in full without charge before the Deadline Date. Orders canceled in full after that time will be subject to full rental charges unless the full order never left the warehouse, or is returned to BBJ immediately upon delivery and in its original and unopened packaging, in which case the Customer will be charged a 45% restocking fee.
13. There may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Reasons for order cancellation include but are not limited to, unavailability of product, errors in product or pricing information, or problems identified by our credit department. If payment has already been made for your rental order or purchase, BBJ will promptly issue a credit.
14. BBJ has made considerable efforts to insure the accurate display of the colors of linen on our website. However, the actual colors you see will depend on your monitor. We cannot guarantee that your monitor's display of any color will be accurate.
15. Orders returned partially clean will not be eligible for any credit and will be subject to full rental charges.
16. BBJ shall be excused from instances involving any delay in performance or non-performance of any of its obligations hereunder caused by "Force Majeure", which are any circumstances beyond its control, including without limitation any act of God, weather, fire, flood, accident, war, civil unrest or disruption to the extent that any such circumstances affect BBJ's ability to perform its obligations under this Agreement.
17. BBJ Strike and Pickup Services help to reduce linen losses. However, it does not insure that all linen will be found by the BBJ Strike and Pickup crews and therefore is not a guarantee that the Customer will not be billed for replacements on the unrecovered lost linen nor damaged linen.



18. Customer agrees that they are responsible for inspection of charger orders or any orders upon receipt, and any discrepancies in shortages, colors, counts or breakage should be communicated to BBJ immediately, and noted by the Customer on the Bill of Lading (BOL). Once the BOL is signed, the customer is responsible for the entire order as noted on the BOL unless said discrepancies are noted on the BOL by the Customer upon receipt.

19. Customer is responsible for properly repacking all chargers into boxes clean of food and residue, and chargers must be dry prior to being repacked. For palletized orders, the Customer agrees to put the packed boxes back on the pallet and shrink wrap the pallet. Customer agrees to refer to and follow the Return Instructions that are included in the shipment. Customer will be charged replacement costs for boxes and chargers that are lost and/or received broken and damaged due to failure to adhere to provided Return Instructions.

20. To purchase any goods and/or services on our Site, you must be at least eighteen (18) years of age or the applicable state age of majority. Except for clients with pre-established terms, prior to the purchase of any goods or services on our Site, you must provide us with a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration and (v) any activation numbers or codes needed to charge your card. By submitting that information to us, you hereby agree that you authorize us to charge your card at our convenience but within thirty (30) days of credit card authorization.

21. All payments must be made by VISA, MasterCard, Discover or American Express. Except for clients with pre-established terms, we currently do not accept cash, personal or business checks or any other payment form, although in the future we may change this policy. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not this

Terms and Conditions to determine your rights and liabilities as a cardholder. YOU, AND NOT BBJ, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY. You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify BBJ of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If BBJ does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by BBJ or its agents. You are responsible for paying any governmental taxes imposed on your purchases, including, but not limited to, sales, use or value-added taxes. BBJ shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within and any states or localities that it deems is required

22. BBJ RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE OR BY E-MAIL DELIVERY TO YOU.

23. All media (downloaded or samples), software, text, images, graphics, user interfaces, music, videos, photographs, trademarks, logos, artwork and other content on the Site (collectively, "Content"), including but not limited to the design, selection, arrangement, and coordination of such Content on the Site is owned or licensed by or to BBJ, and is protected by copyright, trade dress, and trademark laws, and various other intellectual property rights laws. Except as expressly provided in this Terms and Conditions, no part of the Site and no Content may be reproduced, recorded, retransmitted, sold, rented, broadcast, distributed, published, uploaded, posted, publicly displayed, altered to make new works, performed,



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24. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify BBJ immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by BBJ or any other user of the Site due to someone else using your password or customer account. You may not use anyone else's password or customer account at any time. BBJ reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

You also agree that BBJ may, in its sole discretion and without prior notice to you, terminate your access to the Site and your Account for any reason, including without limitation: (1) attempts to gain unauthorized access to the Site or assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any Content, (3) discontinuance or material modification of the Site or any service offered on or through the Site, (4) violations of this Terms and Conditions, (5) failure to pay for purchases, (6) suspected or actual copyright infringement, (7) unexpected operational difficulties, or (8) requests by law enforcement or other government agencies. You agree that BBJ will not be liable to you or to any third party for termination of your access to the Site.

25. As more fully described in our Privacy Policy, you must disclose certain Personally Identifiable Information to use our Site, register, and make purchases. As a condition of registering with our Site or making any purchases of any products and/or services or conduct any transactions, you represent that you have first read our Privacy Policy and consent to the collection, use and disclosure of your Personally Identifiable Information and Non-Personally Identifiable Information as described in our Privacy Policy. Our Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing the Site, using any features or making any purchase, you agree that you will first review our Privacy Policy prior to making any initial or subsequent purchases. While BBJ takes reasonable steps to safeguard and to prevent unauthorized access to your personal information, we cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your private information.

IN NO EVENT SHALL BBJ OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER BBJ WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

26. UNDER NO CIRCUMSTANCES, SHALL BBJ OR ANY OF THEIR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS WEBSITE.



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