

TERMS AND CONDITIONS

1. **QUOTATION:** A quotation not accepted within thirty (30) days may be changed.
2. **ACCURACY OF SPECIFICATIONS:** Quotations are based on the accuracy of the specifications provided. The printer can re-quote a job at time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.
3. **ORDERS:** Acceptance of order shall not be effective until acceptance by printer. Acceptance by printer may be either by notification to customer or by commencing to produce work on the merchandise ordered. Cancelled orders require compensation for incurred cost and related obligations (including but not limited to, all raw materials including mill order paper, die cut plates, inks, cartons, etc).
4. **EXPERIMENTAL WORK:** It is customary in the industry to charge for experimental or preliminary work performed at the customer's request. This work cannot be used without the printer's written consent.
5. **PREPARATORY WORK:** Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by the printer remain the printer's exclusive property.
6. **CREATIVE WORK:** No use shall be made, except by written permission of the printer for all use of this work and for any derivation of ideas from it and compensation (if any) to be determined by the printer.
7. **ELECTRONIC MANUSCRIPT OR IMAGE:** It is the customer's responsibility to maintain a copy of the original file. The printer is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by the printer, no claims or promises are made about the printer's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files may be billable.
8. **ALTERATIONS/CORRECTIONS:** Customer alterations include all work performed in addition to the original specifications. It is customary in the industry to charge for these services.
9. **PREPRESS PROOFS:** The printer will submit prepress proofs (hard copy or pdf) along with original copy for the customer's review and approval. Corrections will be returned to the printer on a "master set" marked "O.K.", "O.K. with corrections", or "Revised Proof Required" and signed by customer. Until final approval on proofs (hard copy or pdf) is received, no additional work will be performed. Printer will not be responsible for undetected production errors if:
 - Proofs (hard copy or pdf) are not required by the customer;
 - The work is printed per the customer's OK;
 - Requests for changes are communicated orally.

10. **PRESS PROOFS:** Press proofs will not be furnished unless they have been required in writing in the printer's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during make ready. It is customary in the industry to charge for any press time lost or alterations/corrections made because of the client's delay or change of mind.
11. **COLOR PROOFING:** A color proof is used to simulate how the printed piece will look. Because of differences in equipment, paper, inks and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance and the proof becomes a contract between the customer and printer.
12. **OVER RUNS OR UNDER RUNS:** Over runs will not exceed 10% on quantities ordered, up to a maximum overrun quantity of 25,000; under runs will not exceed 10%. The printer will bill for actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.
13. **OUTSIDE PURCHASES:** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer are chargeable.
14. **CUSTOMER'S PROPERTY:** The printer will maintain fire and extended coverage on property belonging to the customer while such property is in the printer's possession. The printer's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the coverage and premium is negotiated with the printer.
15. **STORAGE:** The printer will retain intermediate materials until the related end product has been accepted by the client. If requested by the client, intermediate materials will be stored for an additional period for an additional charge. The printer is not liable for any loss or damage to stored material beyond what is recoverable by the printer's fire and extended insurance coverage.
16. **DELIVERY:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. printer's platform. Proposals are based on continuous and uninterrupted delivery of complete order. If the specifications state otherwise, the printer will charge accordingly at current rates. Charges for delivery of materials and supplies from customer to printer, or from customer's supplier to the printer are not included in any quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point, or upon mailing of invoices for finished work or its segments, whichever occurs first.
17. **PRODUCTION SCHEDULES:** Production schedules will be established and followed by both the customer and the printer. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the printer. In such cases, schedules will be extended by an amount of time equal to the delay incurred.

18. **CUSTOMER FURNISHED MATERIALS:** Materials furnished by customers or their representative are verified by receiving reports. The printer bears no responsibility for discrepancies between receiving reports and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the printer. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by the supplier without alteration or repair. Items not meeting this requirement may be repaired by the customer, or by the printer and may be billable.
19. **TERMS/CLAIMS/LIENS:** It is customary in the industry that payment is cash, either 2% ten (10)/net thirty (30) or net thirty (30) days from date of invoice unless otherwise provided in writing. Claims for defects, damages or shortages must be made by the customer in writing within a period of thirty (30) days after delivery. If no such claim is made, the printer and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the printer's performance has fully satisfied all terms, conditions and specifications. It is customary in the industry that the printer's liability will be limited to quoted selling price of defective goods, without additional charge for special or consequential damage or as specified. As security for payment of any sum due under terms of an agreement, the printer shall have the right to hold and place a lien on all customer property in printer's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made within terms, the customer is liable for all collection costs incurred and a finance charge of 1½% per month, or the maximum allowed by law.
20. **TAXES:** It is customary in the industry to charge for all amounts due for taxes and assessments and are the responsibility of the customer. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) is provided to the printer. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority, or immediately reimburse the printer for any additional taxes paid.
21. **LIABILITY**

Disclaimer of Express Warranties: The printer warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.

Disclaimer of Implied Warranties: The printer warrants only that the work will conform to the description contained in the purchase order. The printer's maximum liability, whether by negligence, contract, or otherwise, will not exceed the amount specified in the contract. Under no circumstances will the printer be liable for specific, individual, or consequential damages.
22. **INDEMNIFICATION:** The customer agrees to protect the printer from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold the printer harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions and proceedings on any and all grounds. This will apply regardless of responsibility for negligence. **Copyrights:** The customer warrants that the subject

matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the printer harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided. Personal or economic rights: The customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the printer in all legal actions on these grounds as long as the printer promptly notifies the customer of the legal action and gives the customer reasonable time to undertake and conduct a defense. The printer reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper, or infringing upon copyright law.