

TERMS AND CONDITIONS

1. QUOTATION

A quotation not accepted within 30 days is subject to review.

2. ORDERS

Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism acts of god, and other causes beyond the provider's control. Canceled orders require compensation for incurred costs and related obligations

3. EXPERIMENTAL WORK

Experimental or preliminary work performed at the customers request will be charged to the customer at the provider's current rates. This work may not be used without the provider's written consent.

4. CREATIVE WORK

When creative work is produced for the customer, ownership of that work remains the property of the provider, regardless of whether the final job is produced in-house. Ownership transfers to the customer when payment is received for time and materials.

5. ACCURACY OF SPECIFICATIONS

Quotations are based on the accuracy of the specifications provided. The provider can 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 quote was based.

6. PREPARATORY MATERIAL

Artwork, type, plates, negatives, positives, tapes, disk and all other times supplied by the provider remain the providers exclusive property.

7. ELECTRONIC MANUSCRIPTS/ IMAGES

It is the customers responsibility to maintain a copy of the original. The provider 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 provider, no claims or promises are made about the providers 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 will be charged at prevailing rates.

8. ALTERATIONS/ CORRECTIONS

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the providers current rate.

9. PREPRESS PROOFS

The provider will submit prepress proofs along with the original copy for the customers review and approval. Corrections will be returned to the customers provider on a "master set" marked "OK", "OK with corrections", or "revised proof required", and signed by the customer. Until the "master set" is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:

- Proofs are not required by the customer.
- The work is printed per the customers ok.
- Requests for corrections are communicated verbally.

10. PRESS PROOFS

Press proofs will not be furnished unless they have been required in writing in the providers quotation. A press sheet can be submitted for the customers approval as long as the customer is present at the press during make-ready. Any press time lost or alterations/corrections made because of the customers delay or change of mind will be charged at the providers current rate.

11. COLOR PROOFING

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 a variation of this kind occurs, it will be considered acceptable performance.

12. OVER-RUNS / UNDER-RUNS

Over-run and under-runs will not exceed 10 percent on quantities ordered up to 2,500 copies and/or the percentage agreed upon over or under quantities ordered above 10,000 copies will constitute acceptable performance. The provider will bill for the actual quantity delivered within this tolerance. If the customer requires guaranteed "no less than" delivery, the overage tolerance percentage must be doubled.

13. CUSTOMERS PROPERTY

The provider expects the original artwork delivered for printing will be, in fact, the property of the customer and that it may be reproduced unencumbered according to the customers instructions. It is the customers responsibility to ensure that copyrighted materials are being reproduced with the permission of the copyright holder. The provider may refuse to accept a printing order that appears to be illegitimate.

14. DELIVERY

Unless otherwise specified, the price is quoted for a single shipment, without storage. F.O.B the providers platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications of state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customers supplier to the provider are not included in quotations unless specified. Title for finish work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portions thereof, whichever occurs first.

15. PRODUCTION SCHEDULE

Production schedules will be established and followed by both the customer and the provider. 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 provider. In such cases, schedules will be extended by an amount of time equal to the delay incurred.

16. CUSTOMER FURNISHED MATERIALS

Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to the specifications furnished by the provider. 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 items not meeting this requirement will be repaired by the customer or by the provider at the providers current rates.

17. OUTSIDE PURCHASE

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

18. TERMS/CLAIMS/LIENS

Payment is net cash 30 calendar days from data of invoice. Claims for defect, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made by the customer, the provider will understand that the job has been accepted. By accepting the job, the customer acknowledges that the providers performance has fully satisfied all terms, conditions, and specifications.

The providers liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential damages. As security for payment of any sum due under the terms of agreement, the provider has the right to hold and place a lien on all of the customers property in the providers 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, the customer is liable for all the collection costs incurred.

19. LIABILITY

The provider warrants only that the work will conform to the description contained in the purchase order. The providers maximum liability, whether be negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.

20. INDEMNIFICATION

The customer agrees to protect the provider from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold the provider harmless and save, indemnify, and otherwise defend the provider against, claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

copyrights

The customer also 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 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 provider 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 Economical 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 customers sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:

- Promptly notifies the customer.
- Gives the customer reasonable time to undertake and conduct a defense.

The provider reserves the right to use its sole discretion in refusing to print anything the provider deems libelous, scandalous, improper, or infringing on copyright law.

21. STORAGE

The provider will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at an additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the providers fire and extended insurance coverage.

22. TAXES

All taxes and assessments levied by any government authority are the responsibility for the customer. All amounts due for taxes and assessments will be added to the customers invoice. No tax exemption will be granted unless the customers "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due then the customer must promptly remit the the required taxes to the taxing authority or immediately reimburse the provider for any additional taxes paid.

23. TELECOMMUNICATIONS

Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.

24. MAILING & FULFILLMENT

Mailing and Fulfillment services will adhere to industry trade customs. Please see our website for detailed information.