

Terms and Conditions of Sale

1. QUOTATION - All quotations are subject to review. Printer is not responsible for errors in calculations. Prices are based on material costs at time of quote acceptance.

2. ORDERS - Orders regularly placed, verbal or written, cannot be Cancelled except upon terms that will compensate the printer against loss incurred in reliance of the order.

3. EXPERIMENTAL WORK - Experimental or preliminary work performed at the customer's request will be charged at current rates and may not be used until the printer has been reimbursed in full for the amount of the charges billed.

4. CREATIVE WORK - Creative work, such as sketches, copy, dummies, and all preparatory work developed and furnished by the printer, shall remain his exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by the printer, and not expressly identified and included in the selling price.

5. CONDITION OF COPY - Upon receipt of original copy or manuscript, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

6. ALTERATIONS - Alterations represent work performed in addition to the original specification. Such additional work shall be charged at current rates and be supported with documentation upon request.

7. PRE-PRESS PROOFS - Prepress proofs shall be submitted with original copy. Corrections are to be made on "master set", and returned marked "O.K. with corrections" and signed by the customer. If revised proofs are desired, request must be made when proofs are returned. Printer cannot be held responsible for errors under either or both of the following conditions; if the customer has failed to return proofs with indication of changes, or if the customer has instructed printer to proceed without submission of proofs.

8. PRESS PROOFS - Unless specifically provided in printer's quotation, press proofs will be charged at current rates. An inspection sheet of any form can be submitted for customer approval, at no charge, provided customer is available at the press during the time of makeready. Lost press time due to customer delay, or customer changes and corrections, will be charged at current rates.

9. COLOR PROOFING - Because of difference in equipment, proceeding, proofing substrates, paper, inks, pigments, Pantone books, light sources and other conditions between color proofing and production pressroom operations, a reasonable variation in color between colors proofs and the completed job shall constitute acceptable delivery.

10. OVER-RUNS AND UNDER-RUNS - Over-runs and under-runs not to exceed 10% on quantities ordered; or the percentage agreed upon, shall constitute acceptable delivery. Printer will bill for actual quantity delivered within this tolerance.

11. CUSTOMER'S PROPERTY - The printer will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the customer while such property is in the printer's possession. Printer's liability for such property shall not exceed the amount recoverable from such insurance. Customer's property of extraordinary value shall be insured through mutual agreement

12. 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, unless specifications distinctly state otherwise. Charges related to delivery from printer to customer, customer to printer, or from customer's supplier to printer are not included in any quotations unless specified. Special priority pickup or delivery service will be provided at current rates upon customer's request. Materials delivered from customer or his suppliers are verified with delivery ticket as to cartons, packages, or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and the printer cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first.

13. PRODUCTION SCHEDULES - Production schedules will be established and adhered to by customer and printer, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of government of civil authority and acts of God or other causes beyond the control of customer or printer. Where production schedules are not adhered to by the customer, final delivery date(s) will be subject to renegotiations.

14. CUSTOMER-FURNISHED MATERIALS - Paper stocks, inks, camera copy, film, color separations, and other customer furnished material shall be manufactured, packed, and delivered to the printer's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer.

15. TERMS - Payment shall be whatever was set forth in quotation or invoice unless otherwise provided in writing. Claims for defects, damages, or shortages must be made by the customer in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

16. LIABILITY - Printer's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms or any agreement, printer shall have the right, if necessary, to retain possession of, and shall have a lien on, all customer property in printers' possession including work in process and finished work. The extension of credit of the acceptance of notes, trade acceptance, or guarantee of payment shall not affect such security interest and lien.

17. INDEMNIFICATION - The customer shall indemnify and hold harmless the printer from any and all loss, cost, expense, and damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against the printer on grounds alleging that the said printing violates any copyrights or any proprietary right of any person, or that it contains any matter that is libelous or obscene or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that the printer contributed to the matter. The customer agrees, at the customer's own expense, to promptly defend and continue to defense of any such claim, demand, action, or proceeding that may be brought against the printer, provided that the printer shall promptly notify the customer with respect thereto, and provide further that the printer shall give the customer such reasonable item as the exigencies of the situation may permit in which to undertake and continue the defense thereof.



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