

Proforma Terms and Conditions

1. QUOTATION - Quotations are good for thirty days.
2. ORDERS – The Seller reserves the right to reject or change any order entered by the buyer with specifications other than those quoted, or for credit reasons. **Canceled orders may require compensation for incurred costs and related obligations.**
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 Seller has been reimbursed in full for the amount of the charges billed.
4. CREATIVE WORK – Creative Work, (sketches, copy, dummies and all preparatory work), developed and furnished by the Seller, not expressly identified and included in the selling price, shall remain Seller's exclusive property. Customer may not use same, or any ideas obtained therein, except upon compensation determined by the Seller.
5. ACCURACY OF SPECIFICATIONS – Quotations are based on the accuracy of the specifications provided. The Seller can re-quote if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotations were based.
6. PREPARATORY MATERIALS – Working mechanical art, type, negatives, positives, tapes, disks, flats, plates, etc. supplied by the Seller shall remain its exclusive property unless otherwise agreed to in writing.
7. ELECTRONIC MANUSCRIPT OR IMAGE – Customer is responsible for maintaining a copy of the original file. The Seller is not responsible for accidental damage to Customer-supplied media or for the accuracy of furnished input or final output. Seller makes no claims or promises about the ability to work with jobs submitted in digital format, and no liability is assumed for problems or difficulties that may arise in the handling of, or working with, such input or material. Any additional translating, editing, or programming needed to utilize Customer-supplied files will be charged at prevailing rates.
8. ALTERATIONS – Work performed in addition to the original specification shall be charged at current rates and supported with documentation upon request.
9. PRE-PRESS PROOFS – The Seller may submit pre-press proofs along with original copy for the Customer's review and approval, if requested by Customer. Corrections must be returned to the Seller on a "master set" marked "OK with corrections" or "Revised Proof Required" and signed by the Customer. Until the master set is approved and returned, no additional work will be performed. The Seller will not be responsible for undetected production errors if proofs are not required by the Customer, the work is printed per the Customer's okay, or requests for changes are communicated orally. The Seller is not responsible for any errors, omissions or extra costs resulting from faults in telecommunication transmissions.
10. PRESS PROOFS – Press proofs will only be furnished if they have been included in writing in Seller'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.
11. COLOR PROOFING – Because of differences in equipment, processing, proofing substrates, paper inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery.
12. OVER-RUNS OR UNDER-RUNS – The Seller will bill for actual quantity delivered with industry-tolerated standards. If the Customer requires a guaranteed quantity, this must be stated at the time of quotation.
13. CUSTOMER'S PROPERTY – The Seller will only maintain fire and extended coverage on Customer property while the property is in the Seller's possession. The insured amount is limited to the replacement cost of the media. The Seller'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 the premium is paid to the Seller by the Customer.
14. DELIVERY – The price quoted is for a single shipment, without storage, F.O.B. shipping point, based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from Customers or Customer's suppliers to Seller are not included in any quotations unless specified. Materials delivered from Customer or his suppliers are verified with a delivery ticket and the accuracy of quantities shipped cannot be verified. The printer cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the Customer upon delivery of carrier at shipping point or upon mailing of invoices for finished work, whichever comes first. Priority pickup or delivery service will be provided at current rates upon Customer's request.
15. PRODUCTION SCHEDULES – Production schedules will be established and followed by both the Customer and the Seller. If the Customer does not adhere to production schedule, delivery dates will be subject to re-negotiation. There will be no liability or penalty for delays due to state of war, riot, civil disorders, fire, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, actions of government or civil authority, acts of God, or other causes beyond the control of the Seller.
16. OUTSIDE PURCHASES – Unless otherwise agreed to in writing, all outside purchases as requested or authorized by the Customer are chargeable.
17. TERMS/CLAIMS/LIENS – Payment is net cash 30 calendar days from the date of invoice, unless otherwise specified. Claims for defects, damages, or shortages must be made by the Customer in writing, no later than 10 days after

delivery. The Seller's liability will be limited to the quoted selling price of the defective goods without any liability for special or consequential damages. If no such claim is made, the Seller and the Customer acknowledge that the job has been accepted and the Seller has fully satisfied all terms, conditions and specifications. As security for payment of any sum due under the terms of an agreement, the Seller has a right to hold and place a lien on all Customer property in the Seller'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, the Customer is liable for all collection costs incurred, including attorneys' fees and court costs and expenses.

18. **LIABILITY – 1. Disclaimer of Express Warranties.** Seller warrants that the work is as described in the purchase order. The Customer understands that all Seller-supplied sketches, copy, dummies, and preparatory work are intended only to illustrate the general type and quality of the work and are not intended to represent the actual work performed. Samples or proofs of the work available for inspection are not the basis for this transaction nor have they created or amounted to a warranty, express or implied, that the whole of the work produced would conform to any sample. **2. Disclaimer of Implied Warranties.** The Seller warrants only that the work will conform to the description contained in the purchase order. The Seller's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will the Seller be liable for specific special, individual, or consequential damages. The Seller disclaims any warranty of merchantability or of fitness for a particular purpose with respect to the work, and disclaims any and all warranties, express or implied, with respect to the work. To the maximum extent provided for by law, in no event will Seller or its affiliates, subsidiaries, suppliers, service providers, or franchisor be liable for, nor make any adjustment, refunds or credit of any kind for, any loss, corruption, delay, misprint, non-print, inclusion, omission, shipment, mis-delivery, non-delivery, misinformation, other direct or indirect damages, or failure to provide printing services, any other products or services, or shipping services (any of the foregoing, "Service Failure") to the extent caused by or resulting from Customer acts, defaults or omissions; Customer violations of any of the terms and conditions contained in these Terms & Conditions, viruses, worms, Trojan horses and other forms of harmful code that are not dated or removed using Seller's standard virus-detection procedures; the nature of the shipment, including any defect, characteristic or inherent vice of the shipment; Customer failure to provide an account shipping address or other information that Customer was asked to provide in connection with the provision of services; acts, defaults or omissions of any person or entity other than Seller's, including our compliance with verbal or written instructions from the sender, recipient or persons claiming to represent the shipper or recipient; Seller's inability to provide a copy of the delivery record or a copy of the signature obtained at delivery; Seller's failure to provide a valid shipping account number in good credit standing in the billing instructions on shipping documentation; Seller's failure to notify Customer of any delay, loss or damage in connection with Customer-printed product shipment or any inaccuracy in such notice; or Seller's release of shipment without obtaining a signature if a signature release is on file.
19. **INDEMNIFICATION** – The Customer agrees to protect the Seller from economic loss and any other harmful consequences that could arise in connection with the work, hold the Seller harmless and safe, indemnify, and otherwise defend him/her/it against claims, demands, actions and proceedings on any and all grounds regardless of responsibility for negligence. **1. Copyrights.** The Customer also warrants and confirms that the subject matter to be printed is not copyrighted or subject to any proprietary claims of a third party, recognizes the subject matter does not have to bear a copyright notice in order to be protected by copyright law, and absence of such notice does not necessarily assure a right to reproduce, and 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 Seller harmless from all liability, damages, and attorneys' fees that may be incurred in any legal action connected with alleged copyright infringement involving the work produced or provided. Seller shall be permitted to immediately cease work on an order if any notice is received from any third party claiming infringement, without any liability to the Customer, with no obligation to determine the accuracy of the matter claimed. Customer shall be obligated to pay Seller for the work performed to the point of cessation, as well as all other costs of Seller incurred for time and/or materials. **2. Personal or economic rights.** Customer also warrants and confirms that the work is not libelous, scandalous, or threatening to anyone's right to privacy or other personal or economic rights, will at the Customer's sole expense, promptly and thoroughly defend the Seller in all legal actions on these grounds as long as the Seller promptly notifies the customer of the legal action, and gives the Customer reasonable time to undertake and conduct a defense. The Seller reserves the right to use all his/her/its available defenses against actions he/she/it deems illegal, libelous, scandalous, improper, or an infringement upon copyright law. **3. Trademarks.** Customer also warrants and confirms that it owns the trademark and agrees to indemnify and hold Seller harmless from any sort of demand or claim made against Seller by breach of this warranty, and agrees to pay any judgment or reasonable settlement offer resulting from any such suit, demand, or claim, and to pay any attorneys' fees incurred by Seller in defending against such suit, demand or claim.
20. **TAXES** – All amounts due for taxes and assessments will be added to the invoice 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) accompanies the purchase order. If, after the Customer has paid the invoice, it is determined that more tax is due, then the Customer must immediately remit the required taxes to the taxing authority, or immediately reimburse the Seller for any additional taxes paid.