

Section 2: Terms and Conditions of Sale

This section covers terms and conditions of sale for quotations, orders, delivery, scheduling and other issues. The practices covered are listed in alphabetical order.

Accuracy of Specifications:

Quotations are based on the accuracy of the specifications provided. The supplier 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 quotation was based.

Alterations/Corrections:

Client alterations include all work performed in addition to the original specifications. All such work may be billable. **(Parties shall agree whether or not there will be a charge for these services and if so, how much.)*

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 client and supplier.

Creative Work:

"No use shall be made, except by written permission of the supplier for all use of this work and for any derivation of ideas from it and compensation (if any) to be determined by the supplier."

Client-Furnished Materials:

Materials furnished by clients or their representative are verified by delivery tickets. The supplier bears no responsibility for discrepancies between delivery tickets and actual counts. Client-supplied paper must be delivered according to specifications furnished by the supplier. 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 client must be usable by the supplier without alteration or repair. Items not meeting this requirement may be repaired by the client, or by the supplier and may be billable.

Client's Property:

The supplier will only maintain fire and extended coverage on property belonging to the client while the property is in the supplier's possession. The supplier'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 premium is paid to the supplier.

Delivery:

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

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Electronic Manuscript or Image:

It is the client's responsibility to maintain a copy of the original file. The supplier is not responsible for accidental damage to media supplied by the client or for the accuracy of furnished input or final output. Until digital input can be evaluated by the supplier, no claims or promises are made about the supplier'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 client-supplied files may be billable. **(Parties shall agree whether or not there will be a charge for these services and if so, how much.)*

Experimental Work:

Experimental or preliminary work performed at client's request may be billable. **(Parties shall agree whether or not there will be a charge for these services and if so, how much.)* This work cannot be used without the supplier's written consent.

Indemnification:

The client agrees to protect the supplier from economic loss and any other harmful consequences that could arise in connection with the work. This means that the client will hold the provider 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 client warrants that the subject matter to be printed is not copyrighted by a third party. The client 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 client 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 client agrees to indemnify and hold the supplier 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 client 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 client will, at the client's sole expense, promptly and thoroughly defend the supplier in all legal actions on these grounds as long as the supplier promptly notifies the client of the legal action and gives the client reasonable time to undertake and conduct a defense. The client 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.

Liability:

Disclaimer of Express Warranties: The supplier warrants that the work is as described in the purchase order. The client understands that all sketches, copy, dummies, and preparatory work shown to the client 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 supplier warrants only that the work will conform to the description contained in the purchase order. The supplier's maximum liability, whether by negligence, contract, or otherwise, will not exceed the amount specified in the contract. Under no circumstances will the provider be liable for specific, individual, or consequential damages.

Order: Acceptance of order shall not be effective until acceptance by supplier. Acceptance by supplier may be either by notification to client or by commencing to produce work on the merchandise ordered. Canceled orders require compensation for incurred cost and related obligations.

Outside Purchases: Unless otherwise agreed in writing, all outside purchases as requested or authorized by the client are chargeable.

Over-runs or Under-runs: Over-runs or under-runs will not exceed the percentage specified in the contract. The supplier will bill for actual quantity delivered within this tolerance. If the client requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

Preparatory Materials: Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by the supplier remain the supplier's exclusive property.

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Prepress Proofs: The supplier will submit prepress proofs along with original copy for the client's review and approval. Corrections will be returned to the supplier on a "master set" marked "OK," "OK With Corrections," or "Revised Proof Required" and signed by the client. Until the master set is received, no additional work will be performed. Supplier will not be responsible for undetected production errors if:

- proofs are not required by the client;
- the work is printed per the client's OK;
- requests for changes are communicated orally.

Press Proofs:

Press proofs will not be furnished unless they have been required in writing in the supplier's quotation. A press sheet can be submitted for the client's approval as long as the client is present at the press during makeready. Any press time lost or alterations/corrections made because of the client's delay or change of mind will be charged at the supplier's current rates.

Production Schedules:

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

Quotation:

A quotation not accepted within 30 days may be changed.

Storage:

The supplier 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 additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the supplier's fire and extended insurance coverage.

Taxes:

All amounts due for taxes and assessments may be billable to the client's invoice and are the responsibility of the client. **(Parties shall agree whether or not there will be a charge for these services and if so, how much.)* 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 client has paid the invoice, it is determined that more tax is due, then the client must promptly remit the required taxes to the taxing authority, or immediately reimburse the supplier for any additional taxes paid.

Telecommunications:

Unless otherwise agreed, the client may pay for all transmission charges. **(Parties shall agree whether or not there will be a charge for these services and if so, how much.)* The supplier is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

Terms/Claims/Liens:

Payment is net cash in calendar days from date of invoice or as specified. **(Parties shall agree whether or not there will be a charge for these services and if so, how much.)* Claims for defects, damages, or shortages must be made by the client in writing no later than a specified number of calendar days after delivery. If no such claim is made, the supplier and the client will understand that the job has been accepted. By accepting the job, the client acknowledges that the supplier's performance has fully satisfied all terms, conditions, and specifications.

The supplier's liability will be limited to the quoted selling price of defective goods, without additional charge for special or consequential damage or as specified. **(Parties shall agree whether or not there will be a charge for these services and if so, how much.)* As security for payment of any sum due under the terms of an agreement, the supplier has the right to hold and place a lien on all client property in the supplier'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 client is liable for all collection costs incurred.

