



440 Chauncy Street, Mansfield, MA 02048

## 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 customer's 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 prep materials supplied by the provider remain the provider's exclusive property.

### 7. ELECTRONIC MANUSCRIPTS/IMAGES

It is the customer's 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 provider'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 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 provider's current rate.

### 9. PREPRESS COLOR PROOFS

The provider will submit prepress color proofs for the customer's review and approval. Corrections will be returned to the customer's provider on a proof sheet marked "Proof is OK to Print - No Changes or Corrections", and signed by the customer. Until the proof sheet 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 customer's ok.
- Requests for corrections are communicated verbally.

### 10. PRESS CHECKS

Press checks will not be conducted unless requested at the time an order is placed with the provider. Envelopes can be produced for the customer's approval as long as the customer is present during make-ready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's 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

Under 25M	20%
Under 100M	10%
Over 100M	5%
1MM+	3%

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 customer's instructions. It is the customer's 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 provider's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer's 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 portion 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 not meeting this requirement will be repaired by the customer or by the provider at the provider's 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 date 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 provider's performance has fully satisfied all terms, conditions, and specifications. The provider's 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 customer's property in the provider'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 the collection costs incurred.

### 19. LIABILITY

The provider warrants only that the work will conform to the description contained in the purchase order, the provider's 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 customer's 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 provider's fire and extended insurance coverage.

### 22. TAXES

All taxes and assessments levied by any government authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. 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 promptly remit 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.