

Customline Business Printing - TERMS & CONDITIONS OF SALE

QUOTATIONS: A quotation not accepted within thirty (30) days is subject to review. All prices are based on material costs at the time of quotation. Prices are subject to change upon unforeseen increases in the industry

ORDERS: Orders regularly entered/placed, verbal or written cannot be cancelled except upon terms that will compensate Customline Business Printing against loss incurred in reliance of the order. Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond Customline Business Printing control. Canceled orders require compensation for incurred costs and related obligations.

EXPERIMENTAL WORK: Experimental or preliminary work performed at customer's request, such as drawings, composition, digital manipulation, plates, presswork and material shall be charged for at current rates and may not be used until Customline Business Printing has been reimbursed in full for the amount of the charges billed.

CREATIVE WORK: Sketches, copy, dummies and all preparatory work developed or furnished by Customline Business Printing shall remain its exclusive property and no use of same shall be made, nor any ideas obtained therefore be used, except upon compensation to be determined by Customline Business Printing, and not expressly identified and included in the selling price.

CONDITION OF COPY: Quotations are based on accuracy of specifications. Upon receipt of original copy or manuscript, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based. At this time, the original quotation shall be rendered void and a new quotation issued.

PREPARATORY MATERIALS: Working mechanical art, type, negatives, positives, flats, plates, film, digital media, and/or other items, when supplied or furnished by Customline Business Printing, shall remain its exclusive property unless otherwise agreed in writing.

ELECTRONIC MANUSCRIPTS/IMAGES: It is the customer's responsibility to maintain a copy of the original file. Customline Business Printing 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 Customline Business Printing, no claims or promises are made about Customline Business Printing 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.

ALTERATIONS/CORRECTIONS: Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and be supported with documentation upon request.

PRE-PRESS PROOFS: Pre-proofs will not be furnished unless they have been required in writing in Customline Business Printing quotation. Corrections are to be made on "master set," returned marked "O.K." or "O.K. with corrections" or "Revised Proof Required" and signed and dated by customer. No additional work will be performed until master sets are received. If revised proofs are desired, a request must be made then returned and an additional proof fee may be applied. Customline Business Printing cannot be held responsible for errors under any or all of the following conditions: if the work is printed per customer's O.K.; if changes are communicated verbally; if customer has not ordered proofs; 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.

PRESS PROOFS: Unless specifically provided in Customline Business Printing quotation, press proofs will be changed for 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 make-ready. Lost press time due to customer delay, or customer changes and corrections, will be charged at current rates.

COLOR PROOFS: Because of the difference 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 an acceptable delivery.

OVER RUNS AND UNDER RUNS: Over runs or under runs not to exceed 10% of the quantities ordered, unless otherwise provided in writing at the time of the order, shall constitute an acceptable delivery. Customline Business Printing will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

CUSTOMER'S PROPERTY: Customline Business Printing shall charge the customer, at current rates, for handling and storing customer's stock or customer's printed matter held more than thirty days. All property, including raw material, printed stock, digital media, artwork, etc., that is stored with Customline Business Printing is at the customer's risk. Customline Business Printing is not liable for any loss or damage thereto caused by fire, water leakage, theft, insects, rodents, or any cause beyond Customline Business Printing control. It is understood that the gratuitous storage of customer's property is solely the benefit of the customer.

DELIVERY: Unless otherwise specified, the price quoted is for a single shipment, without storage, the price quoted is F.O.B. from Customline Business Printing supplier's plant(s). All proposals are based on continuous and uninterrupted dock to dock delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from customer to printer, or from

customer's supplier to printer, are not included in any quotations unless specified in writing.

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, strikes, labor trouble, fires, floods, earthquakes, accidents, equipment breakdown, delays of suppliers or carriers, action of Government or civil authority and acts of God or other causes beyond the control of Customline Business Printing. In such cases, schedules will be extended by an amount of time equal to the delay incurred.

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

CUSTOMER FURNISHED MATERIAL: Material furnished by the customer shall be properly packed, free from dirt, grit, torn sheets, bad splices, etc., and of proper quality for printing and binding requirements. Additional costs due to delays or impaired production as a result of improper packing, quality, or programming shall be charged to the customer.

TERMS/CLAIMS/LIENS: Payment shall be net cash ten (10) days from date of invoice unless otherwise provided in writing. Claims for defects, damages, or shortages must be made by customer in writing no later than 10 calendar days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that customer fully complies with all terms, conditions and specifications. Customline Business Printing 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 or to become due under terms of any Agreement, Customline Business Printing shall have the right to retain possession of and shall have a lien on all customer property in Customline Business Printing possession including work in process, film, artwork, digital media and finished work. 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.

LIABILITY: Customline Business Printing liability shall be limited to stated selling price of any defective goods and/or service, and shall in no event include special or consequential damages, including profits (or profits lost). The customer shall be held financially responsible for all legal actions which may be taken; and the customer shall indemnify and hold harmless Customline Business Printing from any and all loss, cost, expense and damages (including court costs and attorney fees) on account of any and all manner of claims, demands, actions and proceedings that may be instituted against Customline Business Printing and/or instituted by Customline Business Printing against the customer on grounds alleging in those claims. (1) Disclaimer of Express Warranties. Customline Business Printing warrants that the work is as described in the purchase order; the customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work. (2) Disclaimer of Implied Warranties. Customline Business Printing warrants only that the work is as described in the purchase order. Customline Business Printing maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will Customline Business Printing be liable for specific, individual, or consequential damages.

INDEMNIFICATION: The customer agrees to protect Customline Business Printing from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold Customline Business Printing harmless and save, indemnify, and otherwise defend Customline Business Printing against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence. (1) Copyrights. The customer also warrants that the subject matter to be printed is not copyrighted by 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 Customline Business Printing 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. (2) Personal or Economic 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 Customline Business Printing in all legal actions on these grounds as long as Customline Business Printing: (a) Promptly notifies the customer of legal action (b) Gives the customer reasonable time to undertake and conduct a defense. Customline Business Printing reserves the right to use its sole discretion in refusing to print anything Customline Business Printing deems libelous, scandalous, improper, or infringing on copyright law.

TAXES: All taxes and assessments levied by any governmental 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 or other written arrangements made in advance.