

## **BEST PRACTICE GUIDELINES FOR TERMS & CONDITIONS OF SALE**

Technology continues to greatly impact business practices and relationships with customers and third-party suppliers. Hereafter, supplier will be the term used to connote printers, mailers and other service providers. The best practices provided here are common business practices of the printing and graphic communications industry.

### **Alterations / Corrections:**

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the supplier's current rates.

### **Accuracy of Specifications:**

Quotations are based on the accuracy of the specifications provided. The supplier can requote a job at time of submission if artwork, files, media, or other input materials do not conform to the information on which the original quotation was based.

### **Assignment:**

Supplier may, in its sole discretion, assign this estimate and/or subcontract any and all of the work hereunder.

### **Brokers and Other Intermediaries:**

When contracting with an intermediary such as a broker, ad agency or reseller for work on behalf of their customers, suppliers will hold the intermediary fully responsible for timely payment of invoices and for related collection costs, legal fees and interest. This will be done without regard to whether the intermediary has been paid by their customer for services rendered.

### **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 variation of this kind occurs, it will be considered acceptable performance.

### **Content and Refusal of Work:**

The customer warrants that the work does not contain anything that is libelous, scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The supplier, when not acting in an illegal discriminatory manner, reserves the right at his or her discretion to reject any job tendered based on illegal, libelous, scandalous, improper, or unsubstantiated content or based on copyright, trade mark, trade name or service mark infringement related to any elements of the job.

### **Copyrights:**

The customer warrants that it has the right to produce the subject matter to be printed, duplicated or distributed. If the subject matter is copyrighted, the customer warrants that it owns the copyright or has express permission of the owner to reproduce the copyrighted subject matter, and has not removed any copyright notice from material to be reproduced without written permission. To support these warranties, the customer 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.

**Creative Work:**

Sketches, copy, dummies, and all other creative work developed or furnished by the supplier are the supplier's exclusive property. The supplier must give written approval for all use of this work and for any derivation of ideas from it.

**Customer-Furnished Materials:**

Materials furnished by customers or their suppliers are verified by delivery tickets. The supplier bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-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, files, color separations, special dies, media, or other materials furnished by the customer must be usable by the supplier without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by the supplier at the supplier's current rates.

**Customer's Property:**

The supplier will only maintain fire and extended coverage on property belonging to the customer 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 customer to the supplier, or from the customer's supplier to the supplier, are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point, or upon mailing/emailing of invoices for the finished work or its segments, whichever occurs first.

**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 return of the amount invoiced for the work in dispute. Replacing the work (including any services) or re-mailing or re-shipping a correction or corrected job as soon as possible to rectify the mistake that is the subject of this agreement shall satisfy any and all claims whatsoever of any kind and nature. Under no circumstances will the supplier be liable for specific, individual, or consequential damages.

**Electronic Manuscript or Image:**

It is the customer's responsibility to maintain a copy of the original file. The supplier 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 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 customer-supplied files will be charged at prevailing rates.

**Experimental Work:**

Experimental or preliminary work performed at customer's request will be charged to the customer at the supplier's current rates. This work cannot be used without the supplier's written consent.

**Indemnification:**

The customer 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 customer will hold the supplier 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.

**Liability:**

Disclaimer of Express Warranties: The supplier 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 performed.

**Mailing Lists:**

Customer's mailing lists(s) in the supplier's possession, for storage or otherwise, is the exclusive property of the customer and shall be used only at the customer's instructions. The supplier is not responsible for the accuracy or integrity of lists or other data supplied by the customer or a list broker.

**Order:**

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 supplier's control. Canceled orders require compensation for incurred costs and related obligations.

**Outside Purchases:**

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

**Over-runs or Under-runs:**

Over-runs or under-runs will not exceed 10 percent of the quantity ordered. The supplier will bill for 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.

**Preparatory Materials:**

Artwork, type, plates, files, media, and all other items supplied by the supplier remain the supplier's exclusive property.

**Prepress Proofs:**

The supplier will submit prepress proofs for the customer'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 customer. Until the master set is returned/received, no additional work will be performed. The supplier 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 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 customer's approval as long as the customer is present at the press during makeready. Any press time lost or alterations/corrections made because of the customer'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 customer 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 (Estimate):**

A quotation not accepted within 30 days may be changed.

Quotes/estimates are based on the supplier's written understanding of the customer specifications and the accuracy of the specifications provided to the supplier by the customer. The supplier has the option to requote a project at the time of submission by the customer if a project does not conform to the information on which the original estimate was based.

If there is a change in specifications or instructions to the original quote and these changes result in additional costs, the supplier will inform the customer of the additional costs.

**Terms/Claims/Liens:**

Payment is net cash 30 calendar days from date of invoice. Claims for defects, 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, the supplier and the customer will understand that the job has been accepted. By accepting the job, the customer 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 damages. 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 customer 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 customer is liable for all collection costs incurred. \

**Storage:**

***Intermediate Materials:*** The supplier will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials and/or finished goods will be stored by agreement for an additional period for additional charge. The supplier is not liable for any loss or damage to stored material beyond what is recoverable by the supplier's fire and extended insurance coverage.

***Overages:*** The customer will advise the supplier, in advance of the job, the disposition of overs. Overs may be returned to the customer, stored or destroyed. If items are stored or returned, applicable storage and delivery charges may apply by agreement. Additionally, at the supplier's option and without liability to the supplier, material may be automatically destroyed after 60 days if no prior arrangement has been made.

**Taxes:**

All amounts due for taxes and assessments will be added to the customer's 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) is provided. 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 supplier for any additional taxes paid.