



PRINTING
SERVICES

Printing Services Terms and Conditions

Trade Customs have been in general use in the Printing Industry throughout the United States of America for more than 50 years.

- 1. QUOTATION.** A quotation not accepted within 30 days may be changed.
- 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 customer's request will be charged to the customer at the provider's current rates. This work cannot be used without the provider's written consent.
- 4. ACCURACY OF SPECIFICATIONS.** Quotations are based on the accuracy of the specifications provided. The provider can re-quote a job at time of submission if copy, film, tapes, disks, or other input materials don't conform to the information on which the original quotation was based.
- 5. ELECTRONIC MANUSCRIPT OR IMAGE.** It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final output. 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.
- 6. 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 rates.
- 7. PREPRESS PROOFS.** The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K.", "O.K. with corrections", or "Revised proof required" and signed by the customer. Until the master set 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 O.K., requests for changes are communicated orally.
- 8. PRESS PROOFS.** Press proofs will not be furnished unless they have been required in writing in the provider'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. 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 rates.
- 9. 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.

10. **OVER-RUNS OR UNDER-RUNS.** Over-runs or under-runs may occur, but will not exceed 10 percent of the quantity ordered. The provider 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.
11. **DELIVERY.** Unless otherwise specified, the price quoted is for a single shipment, without storage.
12. **PRODUCTION SCHEDULES.** Production schedules will be established and followed by both the customer and the provider. In the event that production schedules are not adhered to by the customer, delivery dates will be subject to renegotiation. 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 delay incurred.
13. **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 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 must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by the provider at the provider's current rates.
14. **OUTSIDE PURCHASES.** Unless otherwise agreed in writing all outside purchases, as requested or authorized by the customer, are chargeable.
15. **LIABILITY**
 - a. **Disclaimer of Express Warranties:** Provider 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.
 - b. **Disclaimer of Implied Warranties:** The provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contracts, 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.
 - c. The customer agrees to show positive proof of permission to the provider for use of any copyrighted works incorporated in a printing job. If permission has not been obtained, the provider's copyright permissions center will provide the service of seeking and obtaining permission prior to publishing the document.
16. **STORAGE.** The provider will retain film and plates for 36 months from production date. If requested by the customer, intermediate materials will be stored for an additional period at 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.
17. **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) 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.