



## TERMS AND CONDITIONS OF SALE

**QUOTATION** - A quotation not accepted within thirty (30) days is subject to review. Prices quoted are based on current material costs and are subject to prevailing prices and market conditions at time of production. Estimates are subject to review of files and final specifications.

**ORDERS** - Regularly entered orders cannot be cancelled except upon terms that will compensate the lithographer against loss.

**EXPERIMENTAL WORK** - Experimental work performed at customer's request, such as sketches, drawings, composition, plates, presswork and materials will be charged for.

**SKETCHES AND DUMMIES** - Sketches, copy, dummies, and all preparatory work created or furnished by The Offset House, shall remain its exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by the owner.

**PREPARATORY WORK** - Art work, drawings, negatives, positives, plates, and other items when supplied by The Offset House shall remain its exclusive property, unless otherwise agreed in writing.

**PROOFS** - If proofs are submitted to the customer, corrections, if any, are to be made thereon and the proofs returned to The Offset House marked "O.K." or "O.K. with corrections" and signed with the name or initials of the person duly authorized to pass on same. If revised proofs are desired, request must be made when proof is returned. The Offset House is not responsible for errors if work is completed as per customer's O.K.

**ALTERATIONS** - Proposals are only for work according to the original specifications. If through customer's error, or change of mind, work has to be done a second time or more, such extra work will carry an additional charge at prevailing rates for work performed.

**PRESS PROOFS** - Unless specifically provided in The Offset House's quotation, press proofs will be charged for at current rates. An inspection sheet of any form can be submitted for customer approval, at no extra charge, provided customer is available in the plant at the time of makeready. Any changes, corrections, or lost press time due to customer's change of mind or delay will be charged for at current rates.

**COLOR PROOFING** - Because of the difference in equipment and conditions between the color proofing and the pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute an acceptable delivery.

**QUANTITIES DELIVERED** - Over runs and under runs not to exceed 5% of the amount ordered shall constitute an acceptable delivery and the excess or deficiency shall be charged or credited to the customer proportionately.

**CUSTOMER'S PROPERTY** - Unless otherwise noted the quoted price does not include a charge for storage of finished goods, nor for the storage of paper or other materials customer may furnish. Charges at current rates will be made for handling all paper stock, inserts, covers, or other materials and finished goods for more than 60 days. All such property is stored at the risk of the customer. Printer shall not be liable for any loss or damage thereto, occasioned by any cause, including without limitations, fire, water, leakage, theft, negligence, insects or breakage.

**DELIVERY** - Unless otherwise specified price quoted is for a single shipment, without storage, F.O.B. The Offset House's shipping platform.

**DELAYS IN DELIVERY** - All agreements are made and all orders accepted contingent upon strikes, fires, accidents, wars, flood or other causes beyond The Offset House's control.

**TERMS** - Subject to credit approval, payments shall be net cash within thirty (30) days from date of invoice unless otherwise noted. Past due invoices are subject to 1 1/2% per month service charge. All claims for defects, damages or shortages must be made by the customer in writing within 10 days after receipt of invoice. Failure to make such a claim within the specified time will constitute irrevocable acceptance and the admission that they fully comply with terms, conditions, and specifications. The Offset House shall be limited to stated selling price of any defective goods and shall in no event include special or consequential damages including profits (or profits loss).

**TAXES** - Local, State and Federal taxes are not included in price and will be added to all applicable invoices.

**RESPONSIBILITY FOR SUBJECT MATTER** - In furnishing us matter to reproduce or to have incorporated in the completed product, you represent that none of such matter infringes any copyright, is libelous, or otherwise violates the rights of or will cause damage or injury to other persons, and you agree to indemnify and save us harmless from all losses, damages and expenses, including attorney's fees, which we may suffer as a result of any claim of such violation, damage or injury.