

## Terms and Conditions

### **Terms of Use Agreement**

This Terms of Use Agreement sets forth the standards of use of the Your Packaging Source Online Service. By using the Your Packaging Source website you (the Member) agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at Your Packaging Source website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

### **Turnaround Times**

Turnaround times begin ONLY when the following criteria have been met

- 1. Your order has been entered, processed and transaction approved.*
- 2. You have uploaded your artwork for your job.*
- 3. You have viewed your electronic or hard-copy proof and APPROVED via any of the standard approval methods offered.*
- 4. After approval, Quality Control personnel may stop your job as having SUSPECT ART if they believe the artwork has defects that will cause it to print unsatisfactorily. In this event, you will be notified, and your job will be put on hold until the issue is resolved or accepted as-is. While a job is on hold in this manner, the production clock is ON HOLD. Your Packaging Source is not responsible for expediting your order if time is lost as a result of the customer's failure to meet production design requirements.*
- 5. If you choose to order a hard copy proof, it will be mailed the day after you approve your artwork. The time it takes for a customer to receive, sign, and return a color proof does NOT count in the production calendar. A job is considered ON HOLD until the signed proof is returned. Proof approval typically takes several days (up to 2 days for proof to be generated; one day transit to the customer; one day transit to return the proof to Your Packaging Source). Note that if a hard copy proof is ordered, it MUST be SIGNED and RETURNED before production recommences.*

All turnaround times are based on business days, Monday through Friday and exclude all national and federal holidays. An approximate turnaround time chart may be available on our site.

Your Packaging Source strives to ship every job on time; however, **ship dates should be considered estimates**. Production delays, weather conditions and mechanical malfunctions, etc. can sometimes cause jobs to ship late. Your Packaging Source is not responsible for upgrading the shipping method to accommodate a missed estimated ship date. Customers may upgrade the shipping method prior to the job actually shipping at their own expense. Cancellation of a job or entire order based on turnaround time is permitted ONLY if a Customer Service Supervisor agrees to these terms in writing as a condition during order entry. If you have a time-sensitive job, please be sure to notify customer service.

### **Hardcopy Proofs**

A hard copy color proof guarantees a reasonable likeness to the final printed pieces. However, it is printed on a substrate that does not match the final paper stocks used in our printing process. The hard copy color proof is color-matched to a four color process on coated papers and does NOT simulate other stocks such as uncoated paper. While a hard copy color proof will visually show color, variation between the hard copy color proof and the final printed piece is to be expected. If

a variation occurs due to these circumstances, the resulting printed job is considered an acceptable print performance.

If you submit a job and do not request a hard copy color proof, your job(s) will be printed as is. Your Packaging Source will not be liable for color variation from the soft-proof. If a color proof is chosen by customer, it will be Your Packaging Source's responsibility to match that proof and the job will be printed accordingly. Your Packaging Source will make every effort to match the colors of your submitted artwork, whether your job is color critical or not. It is the customer's responsibility to determine if the job is color critical.

### **Art Resolution Requirements**

You must provide at minimum 300 dpi high resolution images suited for offset printing. Your Packaging Source is not liable for images printing as bitmaps as a result of the customer providing low-resolution images.

### **Color Quality**

YourPackagingSource printing will meet CMYK industry standards. We cannot guarantee "match-print" color fidelity and cannot prevent slight color shift throughout an order. Because we cannot control the color reproduction of a customer's computer monitor, we cannot guarantee that the actual print color will precisely match any preview as it appears your monitor. YourPackagingSource is not responsible for any color shift in converted photographs (RGB images) with black, near black, or gray tones. Color shifts from a perceived black or gray must be addressed prior to file submission. Proofs do not guarantee black, near black or gray final output. Please note that the application of film lamination and/or UV coating may have an effect upon or change the appearance of printed colors. YourPackagingSource is not liable for the final color appearance of a film laminated and/or UV coated product.

### **Bleed and Caution Margin Requirements**

You must include 1/8 symmetrical bleed for designs which have content extending to the trim line. You must exclude important content from the caution zone, defined by the inner 1/8 margin to the trim lines. Your Packaging Source allows for a 1/16 tolerance for error with each post-press finishing process, therefore adherence to bleed and caution margins are important to image fidelity.

### **Backing up artwork on two sided works**

You must upload artwork so that the finished piece backs up correctly. For flat, folded and die-cut work, excluding bound products, all pages are backed up head to head. The head of a page is defined by the top of the rendered proof and the bottom is called the foot. The head of one side backs up to the head of the other page on two sided work. Your Packaging Source recommends that you always print laser proofs and back them up head to head to make a folding dummy, which will ensure your artwork is set up properly. You may need to rotate a page after proof review and resubmit art to ensure your pages will back up properly.

### **Color Space Conversion**

Your Packaging Source is not responsible for any color shift that occurs in conversions from RGB to CMYK color modes. For best results, always using CMYK colorspaces when creating your artwork.

### **Blacks/Rich Black**

Full color jobs that contain large solid areas of black ink should have the black set up as CMYK black. Offset printing rich black is 40, 20, 20, 100. Digital printing rich black is 60, 40, 40, 100. Please speak with your rep to determine which

printing process will be utilized for your project. Your Packaging Source will not be liable for printing a consistent, solid and rich black if artwork is not set up to this specification (rich black should not be used for text).

### **Quality Issues and Receipt of Damaged or Less-than-Ordered Quantity**

Customers must notify Your Packaging Source within 30 business days of order delivery to report any defects discovered in the ordered product. Your customer service rep will work with you to resolve any quality issues. In case you receive damaged goods or less-than-ordered quantity (below the industry standard +/- 10% overs / unders), make a notation on the bill of lading or delivery receipt. Cartons may be opened for inspection, but the damaged product and containers should not be disposed. A claim must be filed with the carrier within 10 days after receipt of product. Please note: All product lines that are converted with glue adhesives are only warranted when the product is kept within a temperature between 35 degrees and 100 degrees Fahrenheit. This especially applies to warehouse storage. Extreme hot or cold temperatures will cause glue adhesives to deteriorate and fail.

### **Changes and Cancellations**

Any jobs that have been approved or sent to press cannot be altered or changed. Please contact customer service to discuss feasibility of altering or changing jobs in production. Changes to orders in process may require additional charges or restocking fees. You will be billed for actual work performed on orders cancelled while in process. Minimum cancellation charge of \$60 List applies. Custom stocks or materials are not returnable and will incur full materials charge, or at least an additional restocking charge if returnable. An order is cancelled after we have sent you a hard copy proof, those charges for the hard copy proof are non-refundable.

### **Overruns and Underruns**

All items are subject to overs / unders of up to 10%, and will be billed on a pro rata basis without prior notification. Add 5% for exact quantity. Due to the number of production processes in the manufacture of your order, it is not possible to determine the exact quantity we will ship.

### **Marketing Promotions and Discount Codes**

Please note that all prices and specifications are subject to change without notice.

Check [www.YourPackagingSource.com](http://www.YourPackagingSource.com) for updated online advertised price. Qualifying purchases should be placed online along with the code and paid in full before the promotion expiration time. Offers are not valid for previous purchases. Non-shipping related promotions apply to printing charge only; custom quotes, mailing postage, shipping charges and sales tax, etc. is excluded from offer discounts. Ground shipping promotion is limited to packages shipped within the Continental U.S. with the selection of the Ground option only; the maximum value of the offer may vary by product or campaign. One discount code per order only, promotions or credits cannot be combined.

### **Shipping**

Your Packaging Source ships jobs via FedEx, UPS or other nationally recognized carriers in its sole discretion. Once a package has shipped, Your Packaging Source will not be responsible for late or damaged packages. Delivery dates are not guaranteed and may include extra transit time in case of unforeseen delays. No refund on shipping charges will be made on any job once it has shipped.

### **Email Notifications**

If you use an address with an email filter that requires each sender to fill out a form, you may not receive our automatic notification messages. Your Packaging Source is not responsible for automated email notifications that are redirected due to a customer's email filter settings. It is the customer's responsibility to check their "my account" page or contact a Customer Service Representative for the most current information on their order. By creating an account, requesting a sample pack or ordering product from Your Packaging Source you agree to receive various emails from Your Packaging Source pursuant to our privacy policy. Email Job Status Notifications are sent in regards to job status changes, job shipment, job related warnings such as delays or art issues. Periodic newsletters, product specials, one-time sales, new coupons and time-sensitive offers are also sent pursuant to our privacy policy and Member opt-in or opt-out requests. If you wish to be removed from the special offer emails please click the remove link at the bottom of the email.

### **Transfer of Title**

The customer agrees that the shipping terms for all printed Products are FOB shipping point and ownership transfers to the customer upon shipment. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. For any Product that is to be provided to the customer in an electronic format, the customer agrees that delivery of such Product shall be deemed to have occurred either (a) at the time we transmit the Product via email or other electronic communication addressed to the customer or (b) at the time we transmit a notification to the customer that the Product is available for downloading from the Site.

### **Disclaimer of Warranties**

The site is provided by Your Packaging Source on an as is and on an as available basis. To the fullest extent permitted by applicable law, Your Packaging Source makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise. Your Packaging Source shall have no liability for any interruptions in the use of this Website. Your Packaging Source disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties; therefore the above-referenced exclusion may not be applicable.

### **Limitation of Liability**

YOUR PACKAGING SOURCE SHALL NOT be liable for any damages whatsoever, and in particular Your Packaging Source shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to this web site or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Your Packaging Source has been advised of the possibility of such damages. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS ARE NOT APPLICABLE.

### **Indemnification**

Member agrees to indemnify and hold Your Packaging Source, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys fees and costs, made by any third party due to or arising out of Members use of the Service, the violation of this Agreement, or infringement by Member, or other user of

the Service using Members computer, of any intellectual property or any other right of any person or entity.

### **Right to Refuse Service**

Your Packaging Source reserves the right to cancel or otherwise refuse to print jobs it deems are obscene or offensive, including but not limited to pornographic materials. Your Packaging Source reserves the right to charge the customer for services rendered up to the point that the job was cancelled.

### **Modifications and Interruption to Service**

Your Packaging Source reserves the right to modify or discontinue the Service with or without notice to the Member. Your Packaging Source shall not be liable to Member or any third party should Your Packaging Source exercise its right to modify or discontinue the Service. Member acknowledges and accepts that Your Packaging Source does not guarantee continuous, uninterrupted access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

### **Third-Party Sites**

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Members to review said privacy policies of third-parties sites.

### **Disclaimer Regarding Accuracy of Vendor Information**

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While Your Packaging Source makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website. Your Packaging Source makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

### **Governing Jurisdiction of the Courts of New York State**

Our website is operated and provided in the State of New York. As such, we are subject to the laws of the State of New York, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State of New York.

### **Compliance with Laws**

Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or

regulation.

### **Copyright and Trademark Information**

All content included or available on this site, including but not limited to site design, text, graphics, interfaces, and the selection and arrangements thereof is the property of Your Packaging Source, with all rights reserved, or is the property of Your Packaging Source and/or third parties protected by intellectual property rights. Any use of materials on the website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Your Packaging Source is strictly prohibited. Members agree that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer. Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

### **Reproductions of Currency**

The law sharply restricts photographs or other printed reproductions of paper currency, checks, bonds, revenue stamps and securities of the United States and foreign governments.

#### **U.S. Currency**

The Counterfeit Detection Act of 1992, Public Law 102-550, in Section 411 of Title 31 of the Code of Federal Regulations, permits color illustrations of U.S. currency provided:

*The illustration is of a size less than three-fourths or more than one and one-half, in linear dimension, of each part of the item illustrated*

*The illustration is one-sided*

*All negatives, plates, positives, digitized storage medium, graphic files, magnetic medium, optical storage devices, and any other thing used in the making of the illustration that contain an image of the illustration or any part thereof are destroyed and/or deleted or erased after their final use.*

We attempt to check customer artwork for these requirements, but do not guarantee and are not responsible if a reprint becomes necessary because customer supplied artwork does not meet legal requirements.

Copyright and Trademark Information links to the web sites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with Your Packaging Source.

### **Notification of Claimed Copyright Infringement**

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Your Packaging Source designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

#### ***By Mail***

*General Counsel for Your Packaging Source*

*801 Exchange Street*

*Buffalo, NY 14210*

***By Email: Legal (at) YourPackagingSource (dot) com***

### **Botnets**

Your Packaging Source retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, Your Packaging Source reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

### **Other Terms**

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by Your Packaging Source, in our sole discretion, to a third party in the event of a merger or acquisition.

This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Member. Member agrees that by accepting this Terms of Use Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.

### **MyRewards Terms & Conditions**

#### MyRewards Overview

When you enroll in the MyRewards ("Program"), you agree to be bound by these Program Terms and Conditions. Your Packaging Source ("YPS") reserves the right at any time and from time to time, without notice, to add to, remove from, change or terminate the Program; for example, YPS may change the Program benefits, MyReward credit levels, Program affiliations or redemption offers at any time without notice. Participants are responsible for accessing these sites in order to keep informed of Program features applicable to Participants' rights and responsibilities with regard to the Program. For questions regarding the Program, Participants may also contact us via email at Info (at) YourPackagingSource (dot) com

MyReward credits accrue and may be redeemed in accordance with these Program Terms and Conditions. Even though they might appear in a user's account, MyRewards are not offered to any customer that has a pre-negotiated payment discount, early payment discount, volume-based payback plan or other rebate plan with YPS or its affiliates. YPS will periodically remove MyRewards from the accounts of customers that do have pre-negotiated payment or rebate plans as described above, and YPS will not honor reward certificates or other redemptions of MyRewards by these customers. YPS may further restrict the Program based on your place of residence.

When you obtain MyReward credits, you have obtained a limited license from YPS as described in these Program Terms and Conditions. Accrued MyReward credits are not your property. MyReward credits are not transferable under any conditions, including upon a Participant's death, as part of a domestic relations matter, or in any other matter, and any purported transfer or exchange of MyReward credits is null and void. Accrued MyReward credits may not be combined with any other Program Participant's MyReward credits. All accrued MyReward credits will be forfeited upon your withdrawal from or termination of the Program.

MyReward credits have no MONETARY value and may not be combined with any other offer, discount, coupon or promotion. MYREWARDS CREDITS CAN NEVER BE CONVERTED TO CASH OR REFUNDED, EVEN UPON CANCELLATION OF YOUR ACCOUNT BY YOU OR TERMINATION OR SUSPENSION OF YOUR ACCOUNT BY US.

To the fullest extent allowed by law, YPS retains ownership rights in any and all MyReward credits and grants you a limited, non-exclusive, non-transferable license to use MyReward credits only as specifically designated by YPS as part of the Program. In the event that your account is cancelled or terminated by you or by YPS for any reason, then you will no longer have the right to use any MyReward credits stored in or otherwise associated with your account, without any compensation to you or any liability of YPS. Once MyReward credits are deleted from your account, they will not be reinstated, except at YPS's sole discretion. Your only recourse and rights, if any, with respect to MyReward credits obtained by you is to redeem such MyReward credits in accordance with these Program Terms and Conditions pursuant to eligible redemption offers as specifically designated YPS from time to time in YPS's sole discretion.

You are encouraged to redeem MyReward credits stored in your account. YPS reserves the right, at any time and for any reason, to terminate the Program or to otherwise cease to allow any and all uses of MyReward credits previously permitted. In such cases, YPS generally will attempt to provide advance notice to Participants and an opportunity for Participants to redeem then-existing MyReward credits for eligible offers, as designated at such time by YPS in its sole discretion; however, YPS makes no guarantee there will be any such redemption offers available at such time.

The availability of any feature or aspect of the Program cannot be guaranteed. The existence of a particular offer available for redemption of MyReward credits is not a commitment by YPS to maintain or continue to make such offers in the future. MyReward credits required for any redemption offer may increase at any time. The scope, variety and type of offers that may be available for redemption of MyReward credits can change at any time. YPS has no obligation to continue making offers available for redemption of MyReward credits. In addition, we may limit your use MyReward credits stored in your account, including applying limits to: the number of MyReward credits you may have stored in or credited to your account balance at one time, the number of MyReward credits you may redeem within a given time period (for example, one day), or the number of MyReward credits you may obtain per promotion. We also may remove MyReward credits from your account if they are posted to your account in connection with an activity that is subsequently voided, canceled or involves a return.

#### MyRewards Participant Eligibility

- Only one MyReward account allowed per individual.
- Provision of false information or omission of any information requested on any Program enrollment or redemption form or receipt may be grounds for denial of enrollment and/or accrual of MyReward credit in the



Participant's account.

#### How MyRewards Add Up

When you make an approved online purchase, for every unit spent net of taxes & shipping:	You will earn :
\$1	1 point

- MyRewards are considered earned after the following criteria are met:
  - 1) A Registered Distributor makes an approved online purchase.
  - 2) YPS manufactures and ships your product.
  - 3) Payment is made in full by credit card, eCheck, or any other approved payment method; or, if terms have been pre-approved and offered, then payment is made within our stated payment terms.
- The site might place MyRewards in your account immediately after a purchase is made, even though items 2 and/or 3 listed above might not yet have occurred. If this happens then these MyRewards should not be considered 'earned' until items 2 and 3 listed above have occurred.
- If you believe that you have validly obtained any MyReward credits that have not posted to your account, then you must contact us within 2 months after the date you claimed to have obtained MyReward credits. You acknowledge and agree that we may require reasonable documentation to support your claim and our resolution of your claim after our internal customer service review processes will be considered binding and final by you.

#### MyRewards Redemption

- All redemption offers are subject to availability. Certain restrictions may apply to specific redemption offers.
- After a Participant has redeemed MyReward credits, the Participant will not be able to exchange, refund or return the credits for redeposit in the Participant's account.
- By redeeming a MyReward, the Participant releases YPS, its subsidiaries and affiliates from any and all liability regarding the Program or any redemption or use of MyReward credits. YPS is not responsible for replacing lost, stolen or mutilated gift certificates, merchandise or anything else obtained by redemption of MyReward credits.

#### MyRewards Miscellaneous

Participants are responsible for all taxes, liabilities, surcharges and any other fees associated with participation in the Program.

To the fullest extent allowed by law, YPS makes no warranty, express or implied, regarding merchantability, fitness for a particular use or otherwise, regarding the Program or anything obtained by redemption of MyReward credits, AND YPS is

not liable or responsible for special, incidental, punitive, consequential, or exemplary damages arising from the or related to the Program or use in any manner of anything obtained by redemption.

You acknowledge and agree that the results of our internal customer service review processes will be considered binding and final by you with respect to any and all matters arising from or related to the Program. YPS may audit any Participant's account at any time, with or without notice to the Participant, to ensure compliance with these Program Terms and Conditions. YPS, in its sole discretion, may cancel, suspend or otherwise limit your access to MyReward credits stored in your account if there is any suspicious, fraudulent, abusive or unlawful activity associated with your account. If we cancel, suspend or otherwise limit access to MyReward credits stored in your account, your right to use MyReward credits stored in your account immediately ceases. We will use reasonable efforts to investigate accounts that are subject to access limitations and to reach a final decision on the limitations promptly. YPS reserves the right to pursue legal action in the event of fraud, misrepresentation, abuse or violation of the Program Terms and Conditions.

The Program is subject to applicable government laws, rules and regulations. Void where prohibited.

## **CUSTOM AND COMMERCIAL ORDERS - TERMS AND CONDITIONS**

Terms and Conditions of Sale

### **(Trade Customs of the Printing Industry of North America)**

- 1. QUOTATION:** A quotation not accepted within thirty 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. CREATIVE WORK:** Sketches, copy, dummies and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.
- 5. 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.
- 6. PREPARATORY MATERIALS:** Art work, plates, negatives, positives, tapes, disks, and all other items supplied by the provider remain the provider's exclusive property.
- 7. 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.

**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 rates.

**9. 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", "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.

**10. 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.

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

**12. OVER-RUNS OR UNDER-RUNS:** Over-runs or under-runs 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.

**13. CUSTOMER'S PROPERTY:** The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider'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 provider.

**14. DELIVERY:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. 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 to the provider, or from the customer's supplier to the provider, 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 of invoices for the finished work or its segments, whichever occurs first.

**15. 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.

**16. CUSTOMER-FURNISHED MATERIALS:** Materials furnished by customers or their suppliers are verified by delivery tickets. The provider shall bear 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.

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

**18. TERMS/CLAIMS/LIENS:** If terms are granted in writing, 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 30 calendar days after delivery. If no such claim is made, the provider and the customer 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 liability for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer 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 collection costs incurred.

**19. LIABILITY:**

- 1. 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.
- 2. 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, 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 could arise in connection with the work. This means that the customer will hold the provider 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.

1. **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 in order 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.*

1. **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 the provider in all legal actions on these grounds as long as the provider:
  - o promptly notifies the customer of the legal action;
  - o gives the customer reasonable time to undertake and conduct a defense. The provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon 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 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 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.

**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 the transmission.