

(YOUR NAME HERE)
Terms and conditions of Sale

EFFECTIVE DATE: This _____ day of _____, 2024

These terms and conditions of sale (“TERMS”) are the only terms that govern the sale of goods and services, (collectively “GOODS”) by (YOUR NAME HERE) (as the “SELLER”) and the Customer (as the “BUYER”), each of which may be identified in subsequent agreements quotations, orders, credit application, proposals, acknowledgements, or invoices. (collectively “sales documents”) These terms and sales documents comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, either written or oral. These terms prevail over any of Customer’s terms and conditions of purchase, regardless whether or when the Customer submitted its purchase order or other documents. Seller’s fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these terms.

1. QUOTATION

All quotations are subject to change due to availability of paper from the mills and pricing at the time of order placement.

2. ORDERS

Acceptance of orders is subject to credit approval and contingencies such as fire, theft, vandalism, acts of God, and other causes beyond Seller’s control. Once accepted, Customer is liable for all costs incurred by Seller in the event of an order cancellation.

3. CREATIVE WORK

All sketches, copy dummies, mock-ups, and other creative work (“IF”) developed or furnished by Seller, that is not otherwise provided for in an agreement between Seller and Customer, are Seller’s exclusive property. Customer has no rights in or to the IP, nor any work or ideas derived from the IP, without express written approval of Seller.

4. ACCURACY OF SPECIFICATION

Quotations are based on the accuracy of the specifications provided, Seller reserves the right to 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 quote was based.

5. PREPARATORY MATERIALS

Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by the Seller remains Seller’s exclusive property.

6. ELECTRONIC MANUSCRIPT OR IMAGE

It is Customer’s responsibility to maintain a copy of any original data files provided to the Seller as Seller is not responsible for accidental damage to media supplied by Customer, or for the accuracy of Customer furnished input or final output. Until digital input is evaluated by Seller, no claims or promises are made regarding Seller’s ability to work with jobs submitted in digital format and no liability is assumed for problems that may arise therefrom, any additional translating, editing, or programming needed to utilize Customer-supplied files will be charged at prevailing rates.

7. ALTERATIONS/CORRECTIONS

Customer alterations include all work performed in addition to the original specifications and all such work shall be charged at Seller’s current rates.

8. PREPRESS PROOFS

Upon Customer’s request, Seller will submit prepress proofs along with original copy for the Customer’s review and approval. Corrections will be returned to Seller 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. Seller will not be responsible for undetected production errors if

- Proofs are not required by Customer.
- The work is printed per the Customer’s O.K of proofs
- Requests for changes that are communicated orally

9. PRESS PROOFS

Press proofs will not be furnished unless they have been required in writing as a part of Seller's quotation. A press sheet can be submitted for the Customer's approval as long as the Customer is present during make-ready. Any press time lost or alterations/corrections required because of the Customer's delay or change specifications will be charged at the Seller's current press time rates.

10. COLOR PROOFING

Because of differences in equipment, paper, inks, and other conditions between proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is normal and commercially anticipated. When variation of this kind occurs, it will be considered acceptable performance by Seller.

11. OVER-RUNS OR UNDER-RUNS

Quantity over-runs or under-runs up to 5% of the quantity ordered will be deemed acceptable delivery, and seller will invoice for the actual quantity delivered within tolerance. If Customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

12. CUSTOMERS PROPERTY

Seller shall maintain fire and extended coverage on materials received from Customer while the property is in Seller's possession. ("CUSTOMERS PROPERTY"). Seller's liability for the Customer's property is limited to the amount recoverable from insurance. Additional insurance coverage may be obtained if it is requested in writing by Customer and IF the premium is paid by Seller.

13. DELIVERY

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B Seller's dock. Proposals are based on continuous and uninterrupted delivery of completed orders. If Customer requests alternative shipping and storage terms, Seller will charge accordingly at current rates. Charges for delivery of materials and supplies from the Customer to Seller, or from Customer's supplier to Seller, are not included in quotation unless specified. Title for finished work passes to Customer upon delivery to the carrier at the shipping point, or upon mailing of invoices for the finished work or its segments, whichever occurs first.

14. PRODUCTIONS SCHEDULES

Productions schedules will be established and substantially followed by both Customer and seller. In the event that production schedules are not adhered to by Customer, delivery dates will be subject to change in accordance to Seller's press and other production schedules. Seller will not be liable or penalized for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, scarcity of materials or other causes beyond the commercially reasonable control of Seller ("force majeure"). In cases of force majeure, schedules will be extended by an amount of time equal to the delay incurred.

15. CUSTOMER FURNISHED MATERIALS

Material furnished by Customer or their suppliers are verified by delivery tickets. Seller bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by Seller. This specification will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by Customer must be usable by Seller without alteration or repair. Items not meeting this requirement will be repaired by Customer, or by Seller at Seller's current rates and upon Customer's written authority to repair.

16. OUTSIDE PURCHASES

Unless otherwise agreed in writing, all outside purchases as required or authorized by Customer, are chargeable.

17. TERMS/CLAIMS/LIENS

Unless otherwise agreed, Payment is net cash, 30 days from date of invoice. Claims for defects, damages, or shortages must be made by Customer, in writing, within 10 business days after delivery. If no such claim is made then the goods shall be deemed accepted and all amounts invoiced shall be due. By accepting the job, Customer acknowledges that the Seller's performance has fully satisfied all terms, conditions, and specifications. Late payments shall be subject to interest assessed on the unpaid balance of 1 and ½ percent per month (18% annually), and should Seller deem it necessary to engage an outside collection agency and/or an attorney, whether suit is filed or not, Customer shall pay all actual collection fees and attorney fees equal to 35% of the principal balance then owed, and should a lawsuit be filed to recover money owed, Customer shall also pay all actual court costs. Seller'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 this agreement, seller shall hold and place a lien on all Customer property in seller's possession.

18. WARRANTY AND LIABILITY

Limited Warranty – Seller warrants that the work confirms to that described in the purchase order and/or quote and will be free of defects in workmanship and materials supplied by Seller.

Disclaimer of Other Warranties – The foregoing limited warranty does not apply to any defects of materials provided to seller by Customer. THE LIMITED WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES., INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE TRADE.

Customer understands that all sketches, copies, dummies, and preparatory work shown to Customer are intended only to illustrate the general type and quality of the work, they are not intended to represent the actual work performed.

Limitation of Liability – Seller’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 circumstance will the Seller be liable for specific, individual, or consequential damages.

19. EXPERIMENTAL WORK

Experimental or preliminary work performed at Customer’s request will be charged to Customer at seller’s or it’s sub-contractor’s (provider’s) current rates. The work cannot be used by Customer without Seller’s written consent.

20. INDEMNIFICATION AND CUSTOMER WARRANTIES

Indemnification - Customer agrees to protect, indemnify and hold harmless, Seller, its affiliates, officers, directors, owners, employees, and/or members, and assigns from any losses, damages, suits, claims, demands, economic loss, or any other harmful consequences arising in connection with the work regardless of responsibility for negligence.

Copyrights – Customer warrants the subject matter to be printed is not copyrighted by a third party. Customer also recognizes that because the subject matter does not bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. Customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. Without limitation of any other indemnification herein, Customer agrees to indemnify and hold Seller harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with any copyright infringement involving the work product or provided.

Personal or Economic Rights - Customer warrants 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. Customer will, at their own expense, promptly and thoroughly defend Seller all its legal actions on these grounds as long as Customer

- Promptly notifies customer of the legal action,
- Gives Customer reasonable time to undertake and conduct a defense.

Customer reserves the right in its sole and absolute discretion to refuse to print anything it deems as illegal, libelous, scandalous, improper or infringing upon copyright law.

21. STORAGE

Seller will retain intermediate materials until the related end product has been accepted by Customer. If requested, by Customer, intermediate materials will be stored for an additional period at an additional charge. Seller will not be liable for any loss or damage to stored material beyond what is recoverable by Sellers insurance coverage.

22. TAXES

All amounts due for taxes and assessments will be added to Customer’s invoice and are the responsibility of Customer. No tax exemption will be granted unless Customer’s ‘Exemption Certificate’ (or other proof of exemption) accompanies the purchase order or is presented at the time a job order is placed. If, after Customer has paid the invoice, it is determined that more tax is due, then Customer shall promptly remit the required taxes to the taxing authority, or immediately reimburse Seller for any additional taxes paid.

23. TELECOMMUNICATIONS

Unless otherwise agreed, Customer will pay for all transmission charges. Seller is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.

24. RIGHT TO SETOFF

Seller at its sole option, may setoff any amounts owed by Customer to Seller with materials received from said customer and in Seller’s sole option, be deemed a credit against which debts may be setoff. Seller’s right to setoff shall be in addition to, and not in limitation of any and all other rights arising under this agreement or by operation of law.

