



TERMS AND CONDITIONS

1. **QUOTATION.** A quotation not accepted within thirty (30) days is subject to review. All prices and artwork are based on rates at the time of quotation.

2. **ORDERS.** (a.) Orders regularly placed, verbal or written, cannot be canceled except upon terms that will compensate **PRINTEK** against loss incurred in reliance of the order. (b.) A 100% deposit is required on all orders placed. (c.) All orders placed must be approved to print with client's signature (signed off), all copies of an application, order, or sign offs which contain customers signatures are valid and as if **PRINTEK** held the original signature. (d.) All signature approvals (sign offs) must be thoroughly reviewed and are final; no adjustments can be made to the order after the signature approval has been received. All signature approvals (sign offs) done by fax are at client's risk. (e.) The **PRINTEK** 'Logo' and phone number will be placed on all retail orders. (f.) There is an hourly fee based on current rates on all client attended design sessions otherwise known as "Sit-Downs." Additional custom design work and art direction is available and will be charged at current rates..

3. **EXPERIMENTAL WORK.** Experimental or preliminary work performed at the customer's request will be charged at current rates and may not be used until **PRINTEK** has been reimbursed in full for the amount of the charges billed.

4. **CREATIVE WORK.** Creative work, such as sketches, copy, dummies, and all preparatory work developed and furnished by **PRINTEK** shall remain its exclusive property and no use of the same should be made, nor any ideas obtained there from be used, except upon compensation to be determined by **PRINTEK**, and not expressly identified and included in the selling price.

5. **CONDITION OF COPY.** Upon receipt of original copy or manuscript, should it be evident that the condition of the copy differs from that which had been originally and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

6. **PREPARATORY MATERIALS.** Working mechanical art, type, negatives, positives, flats, plates, and other items when supplied **PRINTEK**, shall remain its exclusive property unless otherwise agreed in writing.

7. **ALTERATIONS.** Alterations represent work performed in addition to the original specification. Such additional work shall be charged at current rates and be supported with documentation upon request.

8. **PRESS PROOFS.** Unless specifically provided in **PRINTEK**'s quotation, press proofs will be charged at current rates. An inspection sheet of any form can be submitted for customer approval, at no charge, provided customer is available at the press during the time of make-ready. Lost press time due to customer delay, or customer changes and corrections, will be charged at current rates. Not available for gang runs.

9. **COLOR PROOFING.** A color "Hardcopy" or color proof is required on all orders where the artwork is provided by the client. Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery.

10. **OVER-RUNS AND UNDER-RUNS.** Over-runs or under-runs not to exceed 10% on quantities ordered, or the percentage agreed upon, shall constitute acceptable delivery. **PRINTEK** will bill for actual quantity delivered within this tolerance. If customer requires guaranteed exact quantities, the percentage tolerance must be doubled.

11. **DELIVERY.** Local delivery is available at an additional cost. Charges related to delivery from customer to **PRINTEK**, or from customer's supplier to **PRINTEK** are not included in any quotations unless specified. Special priority pickup or delivery service will be provided at current rates upon customer's request. Materials delivered from customer or its suppliers are verified with delivery ticket as to cartons, packages, or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and **PRINTEK** cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first. **PRINTEK** is not responsible for, and is absolved from all liability on orders being delivered by third party shipping companies. (Outside shipping company)

12. **PRODUCTION SCHEDULES.** Production schedules will be established and adhered to by customer and **PRINTEK** provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of supplier or carriers, action of government or civil authority and acts of God or other causes beyond the control of customer or **PRINTEK** Where production schedules are not adhered to by the customer, final delivery date(s) will be subject to renegotiation. Allow an average (not guaranteed) of 3-4 working days for the completion of all retail and specially priced orders. There is an average of 10 working days for the completion of business cards. Any order to be completed at rush is available at an additional cost.

13. **CUSTOMER-FURNISHED MATERIALS.** Paper stock, inks, camera copy, film, color separations, computer files, and other customer-furnished material shall be manufactured, packed, and delivered to **PRINTEK**'s specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer. **PRINTEK** is not responsible for any loss of client furnished material.

14. **TERMS.** Payment shall be whatever was set forth in quotation or invoice unless otherwise provided in writing. Customer shall pay \$35.00 for any check returned for insufficient funds or stop payment. Claims for defects, damages, or shortages must be made by the customer in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

15. **LIABILITY.** **PRINTEK**'s liability 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 lost). As security for payment of any sum due or to become due under terms of any agreement. **PRINTEK** shall have the right, if necessary, to retain possession of, and shall have a lien on, all customer property in **PRINTEK**'s possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance, or guarantee of payment shall not affect such security interest and lien.

16. **INDEMNIFICATION.** The customer shall indemnify and hold harmless **PRINTEK** from any and all loss, cost, expense, and damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against **PRINTEK** on grounds alleging that the said printing violates any copyrights or any proprietary right of any person, or that it contains any matter that is libelous or obscene or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that **PRINTEK** contributed to the matter. The customer agrees, at the customer's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against **PRINTEK**, provided that **PRINTEK** shall promptly notify the customer, with respect thereto, and provided further that **PRINTEK** shall give the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.