

## Color Impressions, Inc. Terms and Conditions of Sale

**Accuracy of Specifications** - Estimates are based on the accuracy of the specifications provided. The supplier can requote a job at time of submission if copy, film, disks or other input materials do not conform to the information on which the original estimate was based.

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

**Client Furnished Material** - Paper stock, camera copy, and other client furnished materials shall be manufactured, packed and delivered to printer's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the client.

**Client's Property** - The printer will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the client while such property is in the printer's possession. Printer's liability for such property shall not exceed the amount recoverable from such insurance.

**Color Proofing** - Because of the 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 shall constitute acceptable delivery. Special inks and proofing stocks will be forwarded to client's suppliers upon request at current rates.

**Delivery** - Unless otherwise specified, the price quoted is for single shipment, without storage, F.O.B. local client's place of business or F.O.B. printer's dock for out-of-town clients. Proposals are based on continuous and uninterrupted delivery of complete order, unless client specifications distinctly state otherwise. Charges related to delivery from client to printer or from client's supplier to printer are not included in any quotations unless specified. Special priority pickup or delivery services will be provided at current rates upon client's request. Materials delivered from client or his suppliers are verified with delivery tickets as to cartons, package or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and printer cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to client upon delivery to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first.

**Electronic Manuscript or Image** - It is the client's responsibility to maintain a copy of the original file. The supplier is not responsible for accidental damage to media supplied by the client or for the accuracy of furnished input or final input. Until digital input can be evaluated by the supplier, no claims or promises are made about the supplier'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 client-supplied files may be billable.

**Estimate** - An estimate not accepted within 30 days is subject to review. All information provided verbally for estimates will be subject to review prior to the start of production.

**Experimental Work** - Experimental work performed at client request, such as sketches, drawings, composition, electronic desktop, plates, press-work and materials will be charged for at current rates and may not be used without consent of the printer.

**Indemnification** - The client agrees to protect the supplier from economic loss and any other harmful consequences that could arise in connection with the work. This means that the client 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. **Copyrights:** The client warrants that the subject matter to be printed is not copyrighted by a third party. The client 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 client 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 client agrees to indemnify and hold the supplier 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. **Personal or economic rights:** The client also warrants that the work does not contain anything that is libelous or scandalous, or anything threatens anyone's right to privacy or other personal or economic rights. The client will, at the client's sole expense, promptly and thoroughly defend the supplier in all legal actions on these grounds as long as the supplier promptly notifies the client of the legal action and gives the client reasonable time to undertake and conduct

a defense. The client 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.

**Order** - Acceptance of order shall not be effective until acceptance by supplier. Acceptance by supplier may be either by notification to client or by commencing to produce work on the merchandise ordered. Canceled orders require compensation for incurred cost and related obligations.

**Outside purchases** - Unless otherwise agreed in writing, all outside purchases as requested or authorized by the client are chargeable.

**Over-runs or Under-runs** - Over-runs or under-runs will not exceed the percentage (+/- 10%) specified in the signed estimate. The supplier will bill for actual quantity delivered within this tolerance. If the client requires a guaranteed quantity, the percentage of tolerance must be stated at the time of estimate.

**Preparatory Materials** - Art work, electronic files, plates, negatives, positives and other items when supplied by the printer shall remain his exclusive property unless otherwise agreed in writing.

**Preparatory Work** - Sketches, copy dummies and all preparatory work created or furnished by the printer, shall remain his 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 printer.

**Production Schedules** - Production schedules will be established and adhered to by client and printer, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, actions of Government or civil authority and acts of God or other causes beyond the control of client or printer. In such cases, schedules will be extended by an amount of time equal to delay incurred.

**Proofs** - Proofs shall be submitted. Corrections are to be made on "master set", returned marked "OK", or "OK with corrections" and signed by client. If revised proofs are desired, request must be made when proofs are returned. Printer regrets any error that may occur if the work is printed per client's OK or if changes are communicated verbally. Printer shall not be responsible for errors if the client has not ordered or has refused to accept proofs, or has failed to return proofs with indication of changes or has instructed printer to proceed without submission of proofs.

**Taxes** - It is customary in the industry to charge for all amounts due for taxes and assessments and are the responsibility of the client. No tax exemption will be granted unless the client's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the client has paid the invoice, it is determined that more tax is due, then the client must promptly remit the required taxes to the taxing authority, or immediately reimburse the supplier for any additional taxes paid.

**Terms** - It is Color Impressions, Inc.'s policy that payment is net cash in thirty (30) calendar days from date of invoice as specified. A monthly service charge of 1.5% per month (18% annum) will be added to all past due accounts. Claims for defects, damages, or shortages must be made by the client in writing no later than ten (10) calendar days after delivery. If no such claim is made, the supplier and the client will understand that the job has been accepted. By accepting the job, the client acknowledges that the supplier's performance has fully satisfied all terms, conditions, and specifications. It is customary in the industry that the supplier's liability will be limited to the estimated selling price of defective goods, without additional charge for special or consequential damage or as specified. As security for payment of any sum due under the terms of an agreement, the supplier has the right to hold and place a lien on all client property in the supplier'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 client is liable for all collection costs incurred.

*By signing below you accept these terms and conditions of sale for  
Color Impressions, Inc. and their subsidiaries.*

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Authorized Representative

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Company

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