

Trade Printing Services Terms and Conditions

Trade Printing Services (TPS) is consistently striving to enhance the partnership we have with our customers and suppliers. The following terms and conditions are adhered to by TPS in order to provide competitive and responsive service in the market place. When an order is placed with TPS, the customer and TPS are agreeing to these Terms and Conditions, in conjunction with Credit Application and Standard Printing Practices published by Printing Industries of America (PIA) and Graphic Arts Technical Foundation (GATF). This form will remain on file with Trade Printing Services for future reference.

Estimates

Estimates will expire 30 days after being submitted to the Customer. An Estimate is a projected cost based on information submitted by the Customer and is subject to change. A new Estimate may be submitted to the Customer after the actual incoming project is reviewed and compared to the original specs provided by the Customer for the original Estimate. All Estimates are constructed to provide for a standard 10% under run or 10% over run of the ordered quantities. All Estimates are based on a standard production cycle of 15 to 20 working days after final proof approval. Production cycle-time will fluctuate based on current workflows and are subject to change. If faster cycle-time is required, the Customer should contact TPS to negotiate a needed delivery date. Sample products and written request for quotes are appreciated whenever possible to ensure an accurate Estimate.

Order Acceptance

All orders must be accompanied by a customer signed TPS Estimate. White paper copy of electronic files is required with the submission of electronic files unless approved by TPS. TPS reserves the right to review all orders to ascertain if the order is similar to the original Estimate, meets the Credit Approval requirements and that subject matter is non-offensive to the TPS staff. TPS reserves the right to reject any order without cause.

Scheduling

Scheduling is subject to changes due to production workload and is confirmed after artwork/media is received and reviewed by Production Staff. Standard cycle-time is 15 to 20 working days from final proof approval, subject to negotiation. Customer Changes may impact ship date. Delay of receipt of customer furnished materials or outside services (such as covers, tabs or inserts) by TPS may impact final ship date. Delay of proof approvals, signed Change Orders and late arrival of order media to TPS facility may impact final ship date. 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, earthquakes, acts of God, or other causes beyond the control of Trade Printing Services.

Proofs

All jobs (unless approved by TPS) are priced to include one (1) Laser Proof and one (1) Matchprint Color Proof (when required). Any additional proofs will be charged to customer. Proofs are a printed representation of the order to be produced by TPS. These proofs are not bound as the finished order may be, and are for purposes of Copy Review, Image Positioning, and Collation sequence. All changes that are required by the Customer are to be noted on the Proof Approval sheet accompanied by the hard copy. Changes to the proof may constitute additional charges and proof charges. Delays in proof approval may affect turn around times. All orders requiring more than Black Ink Only, will require approval by the Customer by use of a Matchprint. If a Color Break Proof is required by the Customer, additional charges may be incurred. All proofs are the property of TPS and will be maintained on file at the TPS facility.

Prepress

Camera Ready Artwork: All Camera Ready Artwork (CRA) submitted by the Customer is handled with the utmost care. The Artwork is to be clean, defect free, and ready for Camera/Scanner reproduction when it arrives at TPS. Upon completion of the production of the order AND the final payment of the TPS Invoice, the CRA will be returned to the customer. TPS will not store any CRA longer than 60 days after the order is shipped.

Electronic Files: TPS will Copy all electronic files that are submitted for reproduction into the DTP systems. The original medium that was used to transport the files to TPS will be returned to the Customer as soon as practical. The Copied Files are the property of TPS and are only to be used with the implied permission of the Customer for the Order for which they were submitted. It is the customer's responsibility to maintain a copy of the original electronic file/files. The printer is not responsible for accidental damage to media supplied by the Customer and/or for the accuracy of furnished input or final output until the TPS Staff can evaluate the digital files. No claims or promises are made about the printer's ability to work with the files submitted in digital format and no liability is assumed by TPS for problems that may arise. Any additional translation, manipulation, editing, or programming to customer supplied files will be charged at prevailing rates

Prepress By-Products: All Manipulated Electronic Files, Films, Plate, Proofs and Samples that are created in the production process at TPS are the property of TPS unless otherwise stated in writing by TPS Management. Customers requesting a copy of any of these items will be accommodated. There will be a "Copy Charge" applied to each request at prevailing rates. TPS will make every effort to maintain the Electronic Files for a short period of time in the event that a copy is needed. TPS makes no guarantee that these files will be held past the shipment of the order.

Reprints

Electronic Files of past orders will be maintained by TPS when possible to insure quick cycle time for selected customers. It is not the responsibility of TPS to maintain and/or save last revisions of Files although an effort will be put forth to do so.

Change Orders

TPS will issue Change Orders detailing charges for time and materials in the event an order is modified in the production process. These Change Orders will reflect changes required due to a request from the customer and/or any modification that may be required

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to meet the Customer's expected Final Product. *Charges less than \$50 will be implemented without customer approval* in order to maintain the production schedule. *Customer is required to return a signed authorization for Changes of \$50 or greater prior to continued work performance.*

Packing & Shipping

All orders are FOB at TPS Shipping Dock unless denoted in the Estimate. Estimated Shipping costs are "estimated only" final shipping cost may vary from the Estimate due to weight and/or size difference, destination, fuel charges, etc. TPS Estimates reflect all orders to be bulk packed in 35# cartons and placed on skids. Materials are packed to insure minimum damage. TPS will not be held liable for damage incurred by shipping of the product. To insure the utmost protection of materials, prior arrangements must be made and may incur extra charges if not included in estimate. Shipping addresses must be available 1 week prior to shipment to avoid shipping delay.

Billing

Invoices are processed and billed 24 to 48 hours after shipment pending your company's credit limit and billing arrangements with TPS. Invoices will itemize total quantity shipped, "Overs" shipped, Change orders, and freight cost. Any special invoice requirements must be explained and approved by the TPS Accounting and Sales Depts. prior to start of job.

Claims/Liens

Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, Trade Printing Services and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that Trade Printing Services performance has fully satisfied all terms, conditions, and specifications. Trade Printing Services liability will be limited to the quoted cost 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, Trade Printing Services has the right to hold and place a lien on all customer property in Trade Printing Services 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.

Disclaimer of Implied Warranties

Trade Printing Services warrants only that the work will conform to the description contained in the purchase order. Trade Printing Services' maximum liabilities, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will Trade Printing Services be liable for specific, individual, or consequential damages.

Indemnification

The customer agrees to protect Trade Printing Services from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold Trade Printing Services 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 customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because 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 Trade Printing Services 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 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 Trade Printing Services in all legal actions on these grounds as long as Trade Printing Services: promptly notifies the customer of the legal action; and gives the customer reasonable time to undertake and conduct a defense. Trade Printing Services 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.

Taxes

All amounts due for taxes and assessment 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 exception) 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 Trade Printing Services of any additional taxes paid.

Paper

Prices quoted and any schedules submitted are subject to change in either price or availability of paper. Price of finished job will be based on the cost of paper at the time of shipment of paper. Most grades of paper are available on the terms of "price prevailing at the time of shipment". Scheduled deliveries of paper are subject to change at the discretion of paper mills.

Jurisdiction

The parties agree that California law shall govern all disputes arising under this agreement. The parties further agree that the Courts of the State of California shall be the sole and exclusive jurisdiction and venue in which any dispute arising under this agreement shall be determined.

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The undersigned authorizes Trade Printing Services L.L.C. (TPS) to make inquires as are necessary to obtain credit information and authorizes my/our bank and/or suppliers to release information regarding account(s). Unless specified in writing to the contrary, payment is 50% with order and balance before shipping product. In the event credit is extended with an approved and signed credit application I/we understand that payment is due net 30 from invoice date. In consideration of the extension of credit, I/we agree to pay 1.5% monthly (18% APR) late charges on any amounts past due, and to pay attorney, court, and all other costs in the collection of balances. I/we agree to pay for work performed on any customer-cancelled orders. I/we agree that orders may be subject to hold until existing outstanding balances have been paid, current, and/or brought under credit limit. I/we understand TPS is not responsible for keeping work on file for any length of time. While TPS will make every effort to maintain reprint capabilities and deliver services in a timely manner. T.P.S. is not liable for any loss or damages experienced as a result of the following: 1) inability to deliver services in a timely manner 2) faulty equipment 3) loss of power. I/we agree to pay for any service charges TPS has incurred as a result of returned checks. A minimum of \$75.00 will be charged for each returned check. Payment must be made within 5 business days or additional charges will be applied. All contracts or agreements are subject to the Printing Trade Customs in conjunction with PIA (Printing Industries of America) and GATF (Graphic Arts Technical Foundation).

Date

Name (Print)

Title

Signature

Personal Guarantee - (when Credit Application is signed ONLY)

In consideration of the extension of credit by TPS, the undersigned does jointly and personally guarantee to pay and be responsible for payment of all sums, balances, and accounts due to TPS by _____, including attorney, court and/ or collection charges. This shall be an open and continuous guarantee and shall continue in force notwithstanding any change in the form of such indebtedness, renewals or extensions granted, without obtaining written consent thereto. I agree that in the event of any default at any time by said buyer, TPS shall be entitled to full payment from me without prior demand or notice

Date

Name (Print) Title

Signature