

# Printing Industries of America - (PIA)

## TERMS AND CONDITIONS OF SALE

### **Accuracy of Specifications:**

Quotations are based on the accuracy of the specifications provided by the customer or his representative. The supplier may revise the quotation at time of submission if copy, film, tapes, disks, digital files or other input materials do not conform to the information on which the original quotation was based.

### **Alterations/Corrections:**

Customer alterations include all work performed in addition to the original specifications. It is customary in the industry to charge for these services, and to allow additional time in the production schedule.

### **Contract Color Proofing:**

A contract color proof is used to simulate how the printed piece will look. Because of differences in equipment, paper, inks, and other conditions between digital color proofing and production pressroom operations, a reasonable variation in color between contract color proofs and the completed job is to be expected. When minor variation of this kind occurs, it will be considered acceptable performance.

### **Customer-Furnished Materials:**

Materials furnished by customers or their representative are verified by delivery tickets. The supplier bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the supplier and is subject to handling fees. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, disks, digital files or other materials furnished by the customer must be usable by the supplier without alteration or repair. Items not meeting this requirement may be repaired by the customer or by the supplier, and may be billable to the customer.

**Customer's Property:** The supplier will only maintain fire and extended coverage on property belonging to the customer while the property is in the supplier's possession. The supplier'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 supplier.

### **Creative Contributions:**

No use shall be made, except by written permission of the supplier, for all use of supplier's creative contributions and for any derivation of ideas from it; compensation to be determined by the supplier.

### **Delivery:**

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. supplier's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the supplier will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the supplier, or from the customer's representative to the supplier are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to their warehouse or carrier at contracted shipping point as specified in the quotation.

### **Electronic Manuscript or Image:**

It is the customer's responsibility to maintain a copy of the original file. The supplier is not responsible for accidental damage to media supplied by the customer 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. Additional charges not previously quoted to correct the problems may apply.

### **Experimental Work:**

It is customary in the industry to charge for experimental or preliminary work performed at customer's request. This work or knowledge gained from it cannot be used without the supplier's written consent.

**Copyrights:**

The customer 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 supplier harmless for all liability, damages, and attorney fees 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 the supplier in all legal actions on these grounds as long as the supplier promptly notifies the customer of the legal action and gives the customer reasonable time to undertake and conduct a defense. The supplier reserves the right to use its sole discretion in refusing to print anything it deems illegal, libelous, scandalous, improper, or infringing upon copyright law.

**Liability:**

**Disclaimer of Express Warranties:** The supplier 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. **Disclaimer of Implied Warranties:** The supplier warrants only that the work will conform to the description contained in the purchase order. The supplier's maximum liability, whether by negligence, contract, or otherwise, will not exceed the amount specified in the contract. Under no circumstances will the provider be liable for specific, individual, or consequential damages.

**Order:**

Acceptance of order shall not be effective until acceptance by supplier. Acceptance by supplier may be either by written notification to customer or by commencing to produce work on the merchandise ordered. Canceled orders require compensation for incurred cost, material restocking, and related obligations.

**Outside Purchases:**

Unless otherwise agreed in writing, all outside purchases authorized by the customer are chargeable.

**Over-runs or Under-runs:**

Over-runs or under-runs will not exceed 10% or as otherwise stated on the quotation. The supplier will bill for actual quantity delivered within this tolerance unless otherwise agreed. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

**Preparatory Materials:**

Artwork, type, films, plates, digital files, tapes, disks, and all other items furnished by the supplier remain the supplier's exclusive property, unless otherwise provided to customer at supplier's option.

**Prepress Proofs:**

The supplier will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the supplier on a "master set" marked "OK," "OK with Corrections," or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. Supplier will not be responsible for undetected production errors if: a) proofs are not required by the customer; b) the work is printed per the customer's written or verbal OK; c) requests for changes are communicated orally.

**Production Press Proofs:**

Production press proofs will not be furnished unless they have been required in writing in the supplier'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. It is customary in the industry to charge for any press time lost on alterations

and/or corrections made because of the customer's delay or change of mind.

**Production Schedules:**

Production schedules will be established and followed by both the customer and the supplier, but are subject to change during the course of production when there delays associate with proof approval or equipment failure. 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 supplier. In such cases, schedules will be extended by an amount of time equal to delay incurred.

**Quotation:**

Quotations not accepted within 30 days must be re-confirmed before acceptance, and may be amended or withdrawn. All quotations, regardless of date, may be adjusted to reflect fluctuations in international currency exchange rates, increases in paper and materials, and changes in fuel and freight costs.

**Storage:**

The supplier 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 for additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the supplier's fire and extended insurance coverage.

**Taxes & Duties:**

It is customary in the industry to charge for all amounts due for taxes, duties and assessments (both foreign and domestic); and all such charges 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 and/or duty is due, then the customer must promptly remit the required taxes/duties to the taxing/customs authority, or immediately reimburse the supplier for any additional taxes/duties paid.

**Telecommunications:**

The supplier is not responsible for any errors, omissions, or extra costs resulting from faults in the electronic transmission of communications, whether by telephone, facsimile, or electronic mail.

**Terms/Claims/Liens:**

It is customary in the industry that payment is net cash in calendar days from date of invoice as specified. Claims or 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 supplier and the customer understand that the job has been accepted. By accepting the job, the customer 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 quoted 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 customer property in the supplier's possession. The supplier also has the right to cease production/shipment of all work/orders under contract. 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.