

# CHROMATECH

## TERMS and CONDITIONS

**QUOTATION** A quotation not accepted within 30 days is subject to review and may be changed. Quotations are based on the accuracy of the specifications provided and material costs at time of quotation. Chromatech can re-quote a job at time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.

**ORDERS** Orders regularly placed, verbal or written, cannot be cancelled verbally. Notification of cancellation must be in writing 30 days prior to the "order date" and include terms to compensate Chromatech against losses incurred in reliance on order.

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

**CREATIVE WORK** Creative work, such as, but not limited to, sketches, drawings, dummies, graphic elements, compositions, and all preparatory work developed by Chromatech, shall remain its exclusive property and no use of the same shall be made, nor any ideas obtained therefore be used, except upon compensation to be determined by Chromatech, and not expressly identified and included in the selling price.

**PREPARATORY MATERIALS** Artwork, type, all electronic media and associated digital files (original or altered), film, plates and all other items supplied by Chromatech shall remain Chromatech's exclusive property, unless otherwise agreed in writing.

**ALTERATIONS** Customer alterations include all work performed in addition to the original specifications. Such additional work will be charged at current rates and supported with documentation upon request.

**PREPRESS PROOFS** Chromatech will submit Prepress proofs along with the original copy for the Customer's review and approval. Corrections will be returned to the provider 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. Chromatech will not be responsible for undetected production errors if:

- PROOFS ARE NOT REQUIRED BY THE CUSTOMER;
- THE WORK IS PRINTED PER THE CUSTOMER'S OK;
- REQUESTS FOR CHANGES ARE COMMUNICATED ORALLY.

Because of 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 is to be expected. When variations of this kind occur, it will be considered acceptable delivery.

**PRESS PROOFS/OKAYS** Unless specifically provided in 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 time of make-ready. Lost press time due to customer delay, or customer changes and corrections, will be charges at current rates.

**PRODUCTION SCHEDULES** Production schedules will be established and adhered to by Customer and Chromatech, provided that neither shall incur liability or penalty for delays due to state of war, riot, state of civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority and acts of God or other causes beyond the control of Customer or Chromatech. Where Customer does not adhere to production schedules, final delivery date(s) will be subject to renegotiation.

**QUANTITIES** Over-runs or under-runs will not exceed 10% of the quantity ordered. Chromatech will bill for actual quantity delivered within tolerance. If the Customer requires a different percentage of tolerance it must be stated in writing at time of quotation. If customer required an exact quantity, the percentage of tolerance must be doubled.

**CUSTOMER'S PROPERTY** Chromatech will maintain fire, extended coverage, vandalism, malicious mischief, and sprinkler leakage insurance on all property belonging to the customer while such property is in Chromatech's possession. Chromatech's liability for such property shall not exceed the amount recoverable from such insurance. Customer's property of extraordinary value shall be insured through mutual agreement. Chromatech shall not be liable for electronic files, artwork, and the like, as the Customer should have proper backups in their own possession. Chromatech will retain intermediate materials until the customer has accepted the related end product. If requested, the intermediate materials can be stored for an additional period at an additional charge. Completed jobs not picked up or delivered, at Customer's request, will incur a monthly storage charge.

**CUSTOMER FURNISHED MATERIALS** Paper stock, inks, camera copy, electronic files, film, color separations, and other Customer furnished material shall be manufactured, packed, and delivered to Chromatech's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer.

**DELIVERY** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. local customer's place of business or F.O.B. Chromatech for out-of-town customers. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges relating to delivery from customer to printer, or from customer's supplier to printer, 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 to his suppliers are verified with delivery receipt as to cartons, packages, or items shown only. The accuracy of quantities indicated on such delivery receipts cannot be verified and Chromatech cannot accept liability for shortage based on supplier's delivery receipts.

**TERMS & FINANCIAL PENALTIES** If not C.O.D. terms are as Quoted. Only Checks or Cash are accepted payment methods. A finance charge of 1.5 % per month (annual percentage rate of 18%) will be incurred on all late payments. In the event that the Customer fails to make payment as established in this agreement and Chromatech retains a collection agency and/or an attorney to collect any unpaid amounts, the Customer assumes full liability for all reasonable collection and/or legal fees. All discounts given are fully voided if the Customer fails to make payment as established in this agreement. If the Customer terminates an order once work has commenced the Customer will compensate Chromatech for any losses related to work already in progress. Chromatech retains title to the goods until the Customer pays the entire purchase price as specified plus any interest and/or penalties incurred. Should the credit of the Customer in the judgment of Chromatech become impaired at any time, Chromatech has the right to require payment in advance before making further shipments.

**DISPUTES AND CLAIMS** 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, Chromatech and the Customer will understand that the job has been accepted. By accepting the job, the Customer acknowledges that Chromatech's performance has fully satisfied all terms, conditions, and specifications, Chromatech's liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages. The Customer bears the risk of loss, damage to or destruction of the goods from the time of delivery. As security for payment of any sum due under the terms of this agreement, Chromatech has a right to hold and place a lien on all customer property in Chromatech'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 customer is liable for all reasonable collection and/or legal fees incurred.

### DISCLAIMER OF IMPLIED WARRANTIES

Chromatech warrants that the goods and services sold hereunder will conform to the description on the face hereof, will be free of defects in material and workmanship, and will be of Chromatech's standard quality. Chromatech makes no other warranty of any kind, expressed or implied, including but not limited to merchantability or fitness for a practical purpose. There are no warranties, which extend beyond the description on the face hereof. Chromatech's liability under this warranty shall be limited to Chromatech's option to either repair or replace the goods or services ordered, or to return the purchase price paid by the customer.

### INDEMNIFICATION

The Customer hereby acknowledges and agrees that he shall indemnify and hold harmless Chromatech from any and all loss, cost, expense, and/or damages including actual attorneys' fees incurred by Chromatech on account of any and all manners of claims, demands, actions, and proceedings that may be instituted against Chromatech on grounds alleging that the said printing violates any copyright or any proprietary right of any other person, or that it contains any matter that is libelous or slanderous, or invades any person's right to privacy or other personal rights. The Customer hereby agrees, at the customer's sole cost and expense, to promptly defend and continue the defense of any such claim, demand, action, or proceeding, that may be brought against Chromatech, provided, that Chromatech shall promptly notify the Customer with respect thereto, and, further provided, that Chromatech shall give the Customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof. Chromatech reserves the right in its sole discretion to refuse to print any matter in which, in its judgment it shall deem improper, libelous, or scandalous or the printing of which would result in the violation of federal, state or local laws.