

Ritz Printing Incorporated - TERMS AND CONDITIONS OF SALE

1. QUOTATIONS
A Quotation not accepted within 30 days may be changed.
2. ORDERS
Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of God and other causes beyond the provider's control. Cancelled orders require compensation for incurred costs and related obligations.
3. EXPERIMENTAL WORK
Experimental or preliminary work performed at customer's request will be charged to the customer at the provider's current rates. This work cannot be used without the provider's written consent.
4. CREATIVE WORK
Sketches, copy, dummies and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.
5. ACCURACY OF SPECIFICATIONS
Quotations are based on the accuracy of the specifications provided. The provider 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.
6. PREPARATORY MATERIALS
Artwork, type, plates, negatives, positives, tapes, disks and all other items supplied by the provider remain the provider's exclusive property.
7. ELECTRONIC MANUSCRIPTOR IMAGE
It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by the provider, no claims or promises are made about the provider'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 customer-supplied files will be charged at prevailing rates.
8. ALTERATIONS / CORRECTIONS
Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.
9. PREPRESS PROOFS
The provider will submit prepress proofs along with original copy for the customer's review and approval if requested to do so at time of order. Corrections will be returned to the provider on a "Proof set" along with any and all original copy. Until the proof set is received, no additional work will be performed. Final production will not proceed without signed approval. The provider will not be responsible for undetected production errors if:
 - proofs are not required by the customer;
 - the work is printed per the customer's O.K.; and/or
 - requests for changes are communicated orally.
10. PRESS PROOFS
Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during makeready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.
11. COLOUR PROOFING
Because of the differences in equipment, paper, inks and other conditions between colour proofing and production pressroom operations, a reasonable variation in colour between colour proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance.
12. OVER-RUNS OR UNDER-RUNS
Over-Runs or under-runs will not exceed 10% of the quantity ordered. The provider will bill pro-rata for under-runs. Over-runs are free. 10% over or under is acceptable delivery. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.
13. CUSTOMER'S PROPERTY
The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider'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 provider.
14. DELIVERY
Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. provider's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider, or from the customer's supplier to the provider, are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever occurs first.
15. PRODUCTION SCHEDULES
Production schedules will be established and followed by both the customer and the provider. In the event that production schedules are not adhered to by the customer, delivery dates will be subject to change. 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 provider. In such cases, schedules will be extended by an amount of time equal to the delay incurred.
16. CUSTOMER-FURNISHED MATERIALS
Materials furnished by the customer or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance and other technical requirements. Artwork, film, colour separations, special dies, tapes, disks or other materials furnished by the customer must be useable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by the provider at the provider's current rates.
17. OUTSIDE PURCHASES
Unless otherwise agreed to in writing, all outside purchases as requested or authorized by the customer are chargeable.
18. TERMS / CLAIMS / LIENS
Payment is net cash, 30 calendar days from date of invoice. 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, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions and specifications. The provider's liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages. As security for payment of any sum due under the terms of this agreement, the provider has the right to hold and place a lien on all customer property in the provider'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 collection costs incurred.
19. LIABILITY
1. *Disclaimer of Express Warranties:* Provider 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.
2. *Disclaimer of Implied Warranties:* The provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will the provider be liable for specific, individual or consequential damages.
20. INDEMNIFICATION
The customer agrees to protect the provider from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer 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.
1. *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 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 provider 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.
2. *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 provider in all legal actions on these grounds as long as the provider:
 - promptly notifies the customer of the legal action; and
 - gives the customer reasonable time to undertake and conduct a defense.The provider reserves the right to use his/her sole discretion in refusing to print anything he/she deems illegal, libelous, scandalous, improper or infringing upon copyright law.
21. STORAGE
The provider 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 at additional charge. The provider is not liable for any loss or damage to stored materials beyond what is recoverable by the provider's fire and extended insurance coverage.
22. TAXES
All amounts due for taxes and assessments 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 exemption) 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 the provider for any additional taxes paid.
23. TELECOMMUNICATIONS
Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions or extra costs resulting from faults in the transmission.