

# PressTime Graphics, Inc.

## Printing Trade Customs

1. QUOTATION A quotation not accepted within thirty (30) days is subject to revision.

2. ORDERS Orders regularly entered, verbal or written, cannot be cancelled except upon terms that will compensate printer against loss.

3. EXPERIMENTAL WORK Experimental work performed at customer's request, such as sketches, drawings, composition, plates, presswork and materials, will be charged for at current rates and may not be used without consent of the printer.

4. 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.

5. CONDITION OF COPY Estimates for typesetting are based on the receipt of original copy or manuscript clearly typed, double-spaced on 8 1/2" x 11" uncoated stock, one side only. Condition of copy which deviates from this standard is subject to re-estimating and pricing review by printer at time of submission of copy, unless otherwise specified in estimate.

6. OFFSET PRELIMINARY WORK Final electronic files positives and negatives are the property of the publisher, if they are furnished by the publisher. Worker negatives and/or positives not used in platemaking shall remain the property of the manufacturer. All electronic files positives or negatives stored in the manufacturer's plant are stored at the publisher's risk and any loss or damage thereto caused by fire, water, leakage, breakage, theft, insects, rodents, deterioration, or any other cause beyond the manufacturer's control shall not make the manufacturer liable for the value thereof.

All electronic data stored on the printer's systems or on the printer's data file mediums are the sole and exclusive property of the printer, unless specifically stated to the contrary, in the written sales agreement.

7. 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.

8. PROOFS Proofs shall be submitted with original copy if a hard copy proof is requested. Electronic PDF proofs will not accompany the original file. Corrections are to be made on proof, marked OK or OK with corrections. Electronic Emails approving proof will also signify approval by customer in writing. Printer regrets any errors that may occur through production undetected, but cannot be held responsible for errors if the work is printed per customer's O.K. or if changes are communicated verbally. Printer shall not be responsible for errors if the customer 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.

9. PRESS PROOFS Unless specifically provided in printer's quotation, press proofs will be charged for 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 the time of makeready. Any changes, corrections or lost press time due to customer's change of mind or delay will be charged for at current rates.

10. COLOR PROOFING 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 shall constitute acceptable delivery. Special inks and proofing stocks will be forwarded to customer's suppliers upon request at current rates.

11. OVER RUNS AND UNDER RUNS Over runs or under runs not to exceed 10% on quantities ordered or the percentage agreed upon over or under quantities ordered above 10,000 copies shall constitute acceptable

delivery. Printer will bill for actual quantity delivered within this tolerance. If customer requires guaranteed "no less than" delivery, percentage tolerance of overage must be doubled.

12. CUSTOMER'S PROPERTY The printer will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the customer, while such property is in the printer's possession; printer's liability for such property shall not exceed the amount recoverable from such insurance.

13. 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. printer's platform for out-of-town customers. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related 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 or his suppliers are verified with delivery ticket as to cartons, packages 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 the customer upon delivery, to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first.

14. CUSTOMER FURNISHED MATERIALS Paper stock, camera copy, film, color separations and other customer 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 customer.

15. TERMS Payment shall be net cash thirty (30) days from date of invoice unless otherwise provided in writing. Claims for defects, damages or shortages must be made by the customer in writing within a period of thirty (30) days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications.

Printer's maximum liability shall be limited to stated selling price of the product delivered by the printer, whether the goods are defective or delivered in an untimely manner, and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms of any Agreement, printer shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in printer's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptances or guarantee of payment shall not affect such security interest and lien.

16. INDEMNIFICATION The customer shall indemnify and hold harmless the printer from any and all loss, cost, expense and damages on account from any and all manners of claims, demands, actions and proceedings that may be instituted against the printer on grounds alleging that the said printing violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that the printer has contributed to the matter. The customer agrees to, at the customer's own expense, promptly defend and continue the defense of any such claim, demand, action or proceedings that may be brought against the printer, provided that the printer shall promptly notify the customer with respect thereto, and provided further that the printer shall give to the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.