Terms and Conditions

1. **ORDERS** regularly entered cannot be cancelled except upon terms that will compensate against loss.

2. **EXPERIMENTAL WORK** performed at customer's request, such as sketches, drawings, composition, computer information/proofs, plates (including lithographic plates), presswork and materials shall be charged for at current rates.

3. **SKETCHES, COPY, DUMMIES** and all preparatory work created or furnished by the printer, shall remain their exclusive property and no use of same shall be made, nor may ideas obtained therefrom be used, except upon compensation to be determined by the printer shall remain his exclusive property, unless otherwise agreed in writing.

5. **ALTERATIONS:** Proposals are only for work according to the original specifications. If, through customer's error or change of mind work has to be done a second time or more, such extra work will carry an additional charge at current rates for the work performed.

6. **COMPUTER FILES,** plates (including lithographic plates), and negatives will not be held after completion of the order except by special agreement and charge therefor.

7. **PROOFS:** Proofs shall be submitted with original copy. Corrections, if any, are to be made thereon and returned marked "O.K." or "O.K. with corrections" and signed with name or initials of person duly authorized to pass on same. If revised proofs are desired, request must be made when proof is returned. <u>Printer is not responsible for errors if work is printed as per customer's O.K.</u>

8. **PRESS PROOFS:** An extra charge will be made for press proofs, unless the customer is present when the form is made ready on the press, so that no press time is lost. Presses standing waiting for O.K. of customer will be charged at current rates for the time consumed.

9. **OVERRUNS** or underruns not to exceed 10% of the amount ordered shall constitute an acceptable delivery and the excess or deficiency shall be charged or credited to the customer proportionately.

10. **CUSTOMER'S PROPERTY:** The printer shall charge the customer, at current rates, for handling and storing customer's stock or customer's printed matter held more than thirty (30) days. All customer's property that is stored with a printer is at the customer's risk, and the printer is not liable for any loss or damage thereto caused by fire, water leakage, theft, negligence, insects, rodents or any cause beyond the printer's control. It is understood that the gratuitous storage of customer's property is solely for the benefit of the customer.

11. **DELIVERY:** Unless otherwise specified, the price quoted is F. O. B. West Central Printing, Willmar, Minnesota. All proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise.

12. **TERMS:** Net cash ten (10) days. Acceptance of order is subjected to credit approval. All claims must be made within ten days of receipt of goods.

13. **DELAYS IN DELIVERY:** All contracts are made contingent upon wars, strikes, fires, floods, accidents or other contingencies beyond the printer's control.

14. **PAPER STOCK** furnished by the customer shall be properly packed, free from dirt, grit, torn sheets, bad splices, etc., and of proper quality for printing requirements. Additional cost due to delays or impaired production on account of improper packing or quality shall be charged to the customer.

15. **COLOR PROOFING:** Because of the difference in equipment and conditions between the color proofing and the pressroom operations, a reasonable variation in color between color proofs and the complete job shall constitute an acceptable delivery.

16. **COLLECTION COSTS/ATTORNEY'S FEES:** All collection costs and attorney's fees will be added to any outstanding balances.

17. **CUSTOMER SUBMITTED FILES,** electronic or hard copy will be used "as is" in the production process. Errors in customer files are not the responsibility of the printer. If a sample is submitted with the job order it must be created from the same file that is submitted for production.