



TERMS AND CONDITIONS OF SALE

ACCURACY OF SPECIFICATIONS & QUOTATION:

Quotations are based on the accuracy of specifications provided. Upon receipt of original copy, artwork, computer files, negatives, plates or other furnished material, should it be evident that the condition of these materials differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation

issued. All quoted prices are based on material costs at the time of the quotation. A quotation not accepted within 30 days may be changed at the discretion of the printer based on the current time and material costs.

CREATIVE WORK & PREPARATORY MATERIALS

Creative work, such as sketches, copy, dummies, and all preparatory work such as art, type, computer files, positives, negatives, flats, and plates developed and 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, and not expressly identified and included in the selling price.

PREPRESS PROOFS

Prepress proofs shall be submitted to customer for review. Corrections are to be made on "master set," returned marked "O.K. as is," or "O.K. with noted changes," or "Not O.K.: Make changes and show new proofs" and signed by customer. No further proofs will be shown unless by prior agreement unless marked "Not O.K.: Make changes and show new proofs". Printer cannot be held responsible for errors under any or all of the following conditions: If the work is printed per customer's O.K.; if changes are communicated verbally; if the customer has failed to return proofs with indication of changes; or if customer has instructed printer to proceed without submission of proofs. Once an order is placed into production changes can be made at an additional charge to the customer should the customer change be detected.

COLOR PROOFING

Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, 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.

OVER RUNS AND UNDER RUNS Over runs or under runs not to exceed 10% on quantities ordered, or the percentage agreed upon, shall constitute acceptable delivery. Printer will bill for actual quantity delivered within this tolerance. If customer requires guaranteed exact quantities, the percentage tolerance for over runs must be doubled.

CANCELLATIONS

Orders entered may be cancelled by the Customer only upon the terms that customer will compensate Rye Printing & Splash Designz for any and all work completed to date, including a reasonable cancellation fee. The work done to date and/or materials ordered, if billed to the Customer, becomes the Customer's property and Rye Printing & Splash Designz has the right to immediately ship all materials to the Customer FOB our plant. If Rye Printing & Splash Designz elects, at its option, to keep the materials, all charges necessary to convert said materials into a usable state are billable to the Customer.

ELECTRONIC MANUSCRIPT OR IMAGE:

It is the customer's responsibility to maintain a copy of the original file. The printer is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until the printer can evaluate digital input materials, no claims or promises are made about the printer's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise.

CUSTOMER FURNISHED MATERIALS

Paper stock, ink, camera copy, film, color separation, and other furnished material shall be and remain the property of the party who supplies it. Rye Printing & Splash Designz's responsibility is limited to do no more than faithfully reproduce the product from the materials supplied by the Customer within commercially acceptable tolerances without liability for the accuracy or quality of furnished material. Rye Printing & Splash Designz is not responsible either for waste incurred in the use of **Customer furnished stock**, which would result in short shipments or its performance or lack thereof. There will be a handling charge applied to orders using customer furnished stock. All stock will be counted prior to use.

The copy of the original files given by a customer to a printer remains the property of the customer. All other files created or amended by the printer are the property of the printer. The amended file created by a printer to achieve an end result or product remains the property of the printer.

See attached Art Guidelines for information on preparing electronic files for output.

A corrupted file, or a file that cannot be read or laser printed by a customer may not be able to be used or accessed by printer. Customer will be billed at the customary rate for the time needed to correct these files.

PRODUCTION SCHEDULES:

Production schedules will be established by both the customer and printer. There will be no liability for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, power outages or other cause beyond the control of the printer. In such cases, schedules will be extended by an amount of time equal to the delay incurred.

Unless otherwise agreed in writing, delivery dates represent ESTIMATES only and are based on projected production schedules and commitments by printers. Rye Printing & Splash Designz shall not be liable for failure or delay in manufacturing or shipping products, nor shall such failure or delay constitute grounds for cancellation if such failure or delay is directly or indirectly due to shortages of fuel or energy; acts or omissions of the Customer, fire, floods, and other acts of God; war, riot, civil disturbances; labor difficulties, accident, inability to reasonably obtain material; acts or omissions of transportation companies; or other causes of any kind whatever beyond the control of Rye Printing & Splash Designz, which reserves the right to make adjustments to delivery schedules and in price if there has been a price change during the period of such delivery.

MAINTENANCE OF FILES:

Rye Printing & Splash Designz maintains files for a period of five (5) calendar years.

INDEMNIFICATION:

The customer agrees to protect the printer from economic loss and any other harmful consequences that could arise in connection with the work. This means the customer will hold the printer 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.

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 Printer 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.

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 printers in all legal actions on these grounds as long as the Printer promptly notifies the customer of the legal action and gives the customer reasonable time to undertake and conduct a defense. The customer reserves the right to use his/her own discretion in refusing to print anything he/she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

LIABILITY:

DISCLAIMER OF EXPRESS WARRANTIES: The printer warrants that the work is as described in the purchase order provided by customer. 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 printer warrants only that the work will conform to the description contained in the purchase order. The printer's maximum liability, whether by negligence, contract or otherwise will not exceed the amount specified the purchase order or quotation provided. Under no circumstances will the printer be liable for specific, individual or consequential damages.

TERMS/CLAIMS/LIENS:

It is customary in the industry that payment is net cash in thirty (30) calendar days from the date of invoice as specified. **Any claims for defects, damages or shortages must be made by the customer, in writing, no later than ten (10) calendar days after delivery.** If no such claim is made, the printer and customer understand that the job has been accepted. By accepting the job, the customer acknowledges that the printer's performance has fully satisfied all terms, conditions and specifications as set forward by the customer. Should a claim be submitted, the printer'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 goods, any sum due under the terms of an agreement, the printer has the right to hold and place a lien on all customer property in the printer'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.

Rye Printing & Splash Designz warrants their products to be free from defects in materials and workmanship, but excludes all other express or implied warranties, including warranties as to merchantability and fitness. This warranty is in lieu of all other warranties and liabilities implied or expressed and constitutes the sole and exclusive liability of Rye Printing & Splash Designz in the event a defect is discovered. Rye Printing & Splash Designz will have the option to repair, replace or issue a credit at cost for all defective product, which shall be the sole remedy of the Customer. Under no circumstances shall Rye Printing & Splash Designz be liable for any costs for Customer down time, programming time, loss, expense, damages, special damages, incidental damages or consequential damages, including profits (or profit lost) arising directly or indirectly from the design, manufacture, sale, use or repair of the product whether based upon warranty, contract, negligence or strict liability for defective merchandise exceed the purchase price of the defective merchandise.

RETURN MATERIAL AUTHORIZATION

To return material to Rye Printing & Splash Designz for any reason, contact the office for authorization.

TERMS OF SALE

Our terms are NET 30 DAYS from the date printed on each invoice for established customers. Any invoices not paid within this time are subject to past due charges. Terms for all new customers will be due upon receipt of goods. Rye Printing & Splash Designz reserves the right to request a down payment or place a company on C.O.D. status at anytime deemed necessary.

PAST DUE CHARGES

If payments are not made according to terms governing the sales, the unpaid balance shall, without forfeit of Rye Printing & Splash Designz's right to immediate payment be increased by 1.5% per month or 18% annually. Rye Printing & Splash Designz also reserves the right to delay or cancel the shipment of Customer orders if the Customer's account with Rye Printing & Splash Designz is past due.

SUBMISSION OF A PURCHASE ORDER AND/OR THE APPROVAL OF A PROOF CONSTITUTES A CONTRACT BETWEEN THE CUSTOMER AND PRINTER AND ALL OF THE ABOVE TERMS AND CONDITIONS WILL APPLY. THIS CONTRACT SHALL HAVE THE SAME LEGALLY BINDING EFFECT WHETHER SUBMITTED ELECTRONICALLY OR WITH AN ORIGINAL DOCUMENT. RYE PRINTING & SPLASH DESIGNZ RESERVES THE RIGHT TO REVISE THESE TERMS AND CONDITIONS AT THEIR SOLE DISCRETION WITHOUT FURTHER REPRODUCTION OF THIS FORM.

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