



## TERMS AND CONDITIONS OF SALE

**QUOTATION:** Prices will be honored for fifteen (15) days from the date of this quotation excluding material increases. Be aware that any order that is not ready for production (files submitted and deposit made or payment terms arranged) within 15 days after original order date will be subject to revised pricing. New prices for any changes, additions or alterations to the specifications in this quote will be sent to you after your order is received.

**ORDER & ACCEPTANCE:** Color House Graphics, Inc. reserves the right to reject any order within ten (10) days after receipt of materials and specifications without liability. Acceptance of an offer by Color House Graphics, Inc., whether in the form of a quotation or otherwise, is limited to the terms of the offer, including these terms and conditions.

**CANCELLED ORDERS:** Costs incurred on cancelled orders are Customer's responsibility and will be invoiced to the Customer.

**PRELIMINARY WORK:** Preliminary or experimental work performed at the Customer's request will be invoiced to the Customer at current hourly rates.

**PREPARATORY MATERIALS:** Digital job files, mechanical art, type, plates, and other items supplied by Color House Graphics, Inc. shall remain its exclusive property unless otherwise agreed in writing. All final printing plates made by Color House Graphics, Inc. for Customer's project are Color House Graphics, Inc's property.

**ALTERATIONS:** Customer alterations include all work to be performed in addition to the original specifications. All such work will be invoiced at Color House Graphics, Inc current rates.

**OVER-RUNS AND UNDER-RUNS:** Normal over-runs or under-runs will not exceed 5% of the amount ordered. CHG will bill for the actual quantity delivered within the tolerance. If the Customer requires a **guaranteed quantity**, the percentage of tolerance must be stated at the time of quotation. The excess or shortage will be charged or credited to the Customer on a pro-rated basis. Books produced in excess of 5% will be offered at a reduced rate.

**DIGITAL ASSET MANAGEMENT:** It is the Customer's responsibility to maintain a copy of the original file. Color House Graphics, Inc. is not responsible for accidental damage or loss to digital media supplied by the Customer or for the accuracy of finished input or final output. Until digital input can be evaluated by Color House Graphics, Inc. no claims or promises are made about our ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise.

**ARCHIVING:** Color House Graphics, Inc. will archive the Customer supplied print-ready PDF files for a period of 3 years from the last printing.

**INSURANCE:** It is the Customer's responsibility to carry adequate insurance on materials supplied and owned by them.

**DELIVERY:** Freight prices quoted are approximate based on a single shipment, without storage, F.O.B. Color House Graphics, Inc.

**PRODUCTION SCHEDULES:** All dates are approximate, depending upon receipt of print ready materials and turnaround time on proofs.

**CUSTOMER-FURNISHED MATERIALS:** Customer-supplied materials must be usable by Color House Graphics, Inc. without alteration or repair.

**PAYMENT TERMS:** Unless otherwise agreed by an authorized representative of Color House Graphics, Inc., prepayment terms will be established. Approval of open payment terms will be determined based on a credit review. Past due invoices are subject to service charges at a rate of 1.5% per month; an annual rate of 18%. Orders are invoiced at the time the order is completed. ***If payments by credit card are made, a 2.5% fee for the convenience of paying through a third party will be applied to the invoice.***

**CLAIMS & LIABILITY:** Claims for defects, damages, or shortages must be made in writing no later than 30 days after delivery. Color House Graphics, Inc.'s liability is limited to the unit price of defective items. In no event shall Color House Graphics, Inc. be responsible for incidental or consequential damages.

**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 have a copyright notice to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce.

**WARRANTY:** Color House Graphics, Inc. warrants that the work will be as described in its quotation and in accordance with any samples or proofs supplied or shown to the Customer. The warranty set forth in these Terms and Conditions is in lieu of any other warranty, expressed or implied, including warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.

**INDEMNIFICATION:** Notwithstanding the Quotation and acceptance thereof by Customer, Color House Graphics, Inc. reserves the right to refuse to print or bind any material it believes is obscene, improper, unlawful or in violation of anyone's rights. Notwithstanding Color House Graphics, Inc. failure to exercise such rights, Customer shall indemnify and hold harmless Color House Graphics, Inc. from all loss and liability, including legal costs, attorney fees and damages, resulting from any claims, demands, actions, or proceedings alleging that any printing violates a copyright or proprietary right, or contains obscene, libelous or scandalous material, or invades a right of privacy or other personal right. Color House Graphics, Inc. shall promptly notify Customer of any such claim and Customer shall promptly defend the claim at its expense.

**GOVERNING LAW AND JURISDICTION:** In the event of any dispute between the parties, the laws of the State of Michigan (without regard to its conflict of rules) shall apply. The Kent County, Michigan Courts or the Federal Court for the Western District of Michigan shall have exclusive jurisdiction over any dispute between the parties.

**ENTIRE AGREEMENT:** The parties acknowledge that there are no representations or promises, expressed or implied, not set forth in these Terms and Conditions or the other applicable written terms of the contract between the parties and that such terms constitute the entire agreement of the parties. Such terms can be waived or modified only if such waiver or modification is in writing and signed by both of the parties to this contract.