

# Fox Print Services Terms and Conditions

1. Quotation: A quotation not accepted within sixty (60) days is subject to review. All prices are based on material costs at the time of quotation.

2. Orders: Orders regularly placed, verbal or written, cannot be cancelled except upon terms that will compensate Company against loss incurred in reliance of the order.

3. Experimental Work: Experimental or preliminary work performed at the customer's request will be charged for all current rates and may not be used until the printer has been reimbursed in full for the amount of the charges billed.

4. Creative Work: Creative work, such as sketches, copy, dummies and all preparatory work developed and furnished by the Company, shall remain the Company's 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 Company, and not expressly identified and included in the selling price.

5. Condition of Copy: Upon receipt of original copy or manuscript, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

6. Preparatory Materials: Working mechanical art, type, negatives, positives, flats, plates and other items when supplied by the Company, shall remain the Company's exclusive property unless otherwise agreed in writing.

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. Pre-Press Proofs: Pre-press proofs shall be submitted with original copy. Corrections are to be made on "master set," returned marked "O.K." or "O.K. with Corrections" and signed by the customer. If revised proofs are desired, request must be made when proofs are returned. The Company cannot be held responsible for errors under any or all of the following conditions:

- a. If the work is printed per customer's O.K.;
- b. If changes are communicated verbally;
- c. If customer has not ordered proofs;
- d. If customer has failed to return proofs with indication of changes;
- e. If customer has instructed the Company to proceed without submission of proofs.

9. Press Proofs: Unless specifically provided in the Company'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. Lost press time due to customer delay, or customer changes and corrections, will be charged at current rates.

10. Color Proofing: Because of differences in equipment, processing, proofing substrates, paper, ink, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the complete job shall constitute acceptable delivery.

11. 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. The Company will bill for actual quantity delivered within this tolerance. If customer requires guaranteed exact quantities, the percentage tolerance must be doubled.

12. Customer's Property: The Company 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 Company's possession; the Company's liability for such property shall not exceed the amount recoverable from such insurance. Customer's property of extraordinary value shall be insured through mutual agreement.

13. Delivery: Unless otherwise specified, the price quoted is for a single shipment, without storage, FOB Origin. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from Company to customer are not included in any quotations unless specified. Title for finished work shall pass to the customer upon delivery to the freight carrier at the shipping point or upon mailing of invoices for finished work, whichever occurs first.

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 Company 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. Production Schedules: Production schedules will be established and adhered to by customer and Company, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, actions of Government or civil authority and acts of God or other causes beyond the control of customer and Company. Where production schedules are not adhered to by the customer, final delivery date(s) will be subject to renegotiation.

15. Customer-Furnished Materials: Paper stock, inks, camera copy, film, color separations and other customer-furnished material shall be manufactured, packed and delivered to the Company's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer.

16. Terms: Payment shall be whatever was set forth in the quotation or invoices unless otherwise provided in writing. Claims for defects, damages or shortages must be made by the customer in writing within a period of fifteen (15) days after the delivery of all or any part of the order. Failure to make such a claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications. Further, in consideration of such extension of credit, it is understood all bills shall be due and payable FIFTEEN (15) days from the invoice date; and that the Company has the right and option to charge interest on all past due accounts at the rate of 1.5% per month. If an account is past due, Customer agrees to pay reasonable attorney's fees, court costs, and/or collection agency fees. Customer has right to pay for Company's services and products in advance.

17. Liability: The Company's liability shall be limited to invoiced price of any defective goods, 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, Company shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in Company's possession including work in progress and finished work. The extension of credit or the acceptance of notes, trade acceptance or guarantee of payment shall not affect such security interest and lien.

18. Indemnification: The customer shall indemnify and hold harmless the Company from any and all loss, cost expense and damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions and proceedings that may be instituted against the Company on grounds alleging that the said printing violates any copyrights or any proprietary right of any person, or that it contains any matter that is libelous or obscene or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that the Company contributed to the matter. The customer agrees, at the customer's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against the Company, provided that the Company shall promptly notify the customer with respect thereto, and provided further that the Company 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.

