Terms and Conditions

1. Quotations/Estimates Quotes are valid for 30 days, subject to change based on physical inspection of live artwork/samples, market fluctuations and accuracy of specifications.

2. Orders Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond Western Trade Printing's control. Canceled orders require compensation for incurred costs and related obligations including but not limited to restocking fees for paper.

3. Experimental Work Experimental or preliminary work performed at the customer's request will be charged to the customer at Western Trade Printing's current rates. This work may not be used without Western Trade Printing's written consent.

4. Accuracy of Specifications Quotations are based on the accuracy of the specifications provided. Western Trade Printing can requote a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.

5. Venue In the event of suit regarding this contract, then venue and jurisdiction therefore shall be in either the Superior or Municipal Court, as appropriate, of the County of Fresno, California. The parties agree and stipulate that the essential terms of this contract are to be performed in said County.

6. Electronic Manuscripts/Images It is the customer's responsibility to maintain a copy of the original file. Western Trade Printing is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by Western Trade Printing, no claims or promises are made about Western Trade Printing's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.

7. Alterations/Corrections Customer alterations include all work performed in addition to the original specifications. All such work will be charged at Western Trade Printing's current rates.

8. Hard Copy Prepress Proofs Western Trade Printing will submit Digital color and/or imposition hard copy prepress proofs for the customer's review and approval when requested at the time of quotation and purchased with the project. The proofs will be returned to Western Trade Printing on a "master set" marked "O.K.," "O.K. With Corrections" or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. Western Trade Printing will not be responsible for undetected production errors if:

- Proofs are not required by the customer
- The work is printed per the customer's OK
- Requests for changes are communicated verbally

9. Press Proofs Press proofs will not be furnished unless they have been required in writing in Western Trade Printing's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during makeready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at Western Trade Printing's current rates.

10. PDF Proofs PDF proofs will be furnished on all projects. The purpose of emailed PDF proofs are to check for accurate content, processing of files and/or positioning of your artwork. If color, quality, positioning, etc., are of concern, digital color and imposition proofs can be produced for your review upon request at an additional cost if they were not included in the original quotation.

Western Trade Printing, Inc. will not be responsible for content or errors that are reflected in any proof once approved by the customer. This includes but is not limited to errors that may have occurred during the processing of your files. All changes must be communicated in writing.

Your approval to print is acceptance of full responsibility that the content in the proof has been reviewed and found to be accurate and free of errors. Western Trade Printing, Inc. will not be responsible for undetected production errors if:

- Proofs are not required by the customer
- The work is printed per the customer's OK
- Requests for changes are communicated verbally

11. 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 is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.

12. Overruns/Underruns Western Trade Printing will take every precaution to minimize overruns or underruns. In any case, will not exceed 10 percent of the quantity ordered. Western Trade Printing will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

13. Customer's Property Western Trade Printing will only maintain fire and extended coverage on property belonging to the customer while the property is in Western Trade Printing's possession. Western Trade Printing's liability for such property will not exceed the amount recoverable from the insurance. Ad¬ditional insurance coverage may be obtained if it is requested in writing and if the premium is paid to Western Trade Printing.

14. Delivery Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Western Trade Printing's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, Western Trade Printing will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to Western Trade Printing or from the customer's supplier to Western Trade Printing are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.

15. Production Schedules Production schedules will be established and followed by both the customer and Western Trade Printing. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of Western Trade Printing. In such cases, schedules will be extended by an amount of time equal to the delay incurred.

16. Customer Furnished Materials Materials furnished by customers or their suppliers are verified by delivery tickets. Western Trade Printing bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by Western Trade Printing. These specifications will include correct weight, thickness, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by Western Trade Printing without alteration or repair. Items not meeting this requirement will be repaired by the customer or by Western Trade Printing at Western Trade Printing's current rates.

17. Outside Purchases Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

18. Terms/Claims/Liens Payment is cash in advance or whatever has been agreed to between customer and provider. Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, Western Trade Printing and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that Western Trade Printing's performance has fully satisfied all terms, conditions, and specifications. Western Trade Printing's Liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, Western Trade Printing has the right to hold and place a lien on all customer property in Western Trade Printing'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. A 1.5% per month service charge will be added to all past due accounts.

19. Liability *(1) Disclaimer of Express Warranties*. Western Trade Printing warrants that the work is as described in the purchase order. the customer understands that all pdf proofs, 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.

(2) Disclaimer of Implied Warranties. Western Trade Printing warrants only that the work will conform to the description contained in the purchase order. Western Trade Printing's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will Western Trade Printing be liable for specific, individual, or consequential damages.

20. Indemnification The customer agrees to protect Western Trade Printing from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold Western Trade Printing harmless and save, indemnify, and otherwise defend Western Trade Printing against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

(1) Copyrights. The customer also 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 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 Western Trade Printing 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.

(2) 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 Western Trade Printing in all legal actions on these grounds as long as Western Trade Printing: • Promptly notifies the customer of legal action. Gives the customer reasonable time to undertake and conduct a defense. Western Trade Printing reserves the right to use its sole discretion in refusing to print anything Western Trade Printing deems libelous, scandalous, improper, or infringing on copyright law.

21. Storage Western Trade Printing will retain intermediate materials (plates and film) used until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at an additional charge. Western Trade Printing is not liable for any loss or damage to stored material beyond what is recoverable by Western Trade Printing's fire and extended insurance coverage.

22. Taxes All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse Western Trade Printing for any additional taxes paid.

Customer's signature attests to agreement of all Terms & Conditions of Sales as printed above

Signed _____ Title _____