

## Terms and Conditions of Sale

**Accuracy of Specifications:** Quotations are based on the accuracy of the specifications provided. TPS, Inc. can re-quote a job at the time of submission if copy, film, disks, tapes, or other input materials do not conform to the information on which the original quotation was based.

**Alterations/Corrections:** Client alterations include all work performed in addition to the original specifications. All such work will be charged at our current rates.

**Color Proofing:** Because of differences in equipment, paper, inks, treatments, coatings, 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 variation of this kind occurs, it will be considered acceptable performance.

**Creative Work:** Sketches, copy, dummies, and all other creative work developed or furnished by TPS are TPS's exclusive property. TPS must give written approval for all use of this work and for any derivation of ideas from it.

**Client-Furnished Materials:** Materials furnished by clients or client's representatives are verified by delivery tickets. TPS, Inc. bears no responsibility for discrepancies between delivery tickets and actual counts. Artwork, film, color separations, paper, special dies, tapes, disks, or other materials furnished by the client must be usable by TPS, Inc. without alteration or repair. Items not meeting this requirement will be repaired by the client, or by TPS at TPS's current rates.

**Client's Property:** TPS, Inc. will only maintain insurance on a client's property while in TPS's possession during the production process. TPS's liability for this property will not exceed the amount recoverable from the insurance. A customer may at anytime purchase additional insurance for their materials and warehoused product.

**Delivery:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. TPS's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, TPS, Inc. will charge accordingly at current rates. Charges for delivery of material and supplies from the client to TPS, Inc., or from the client's representative to TPS, are not included in quotations unless specified. Title for finished work passes to the client upon delivery to the carrier at shipping point, or programming needed to utilize client-supplied files will be charged at prevailing rates.

**Electronic Manuscript or Image:** It is the client's responsibility to maintain a copy of the original file. TPS, Inc. is not responsible for accidental damage to media supplied by a client or for the accuracy of furnished input or final input. Until digital input can be evaluated by TPS, Inc., no claims or promises are made about TPS'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 client-supplied files will be charged at prevailing rates.

**Experimental Work:** Experimental or preliminary work performed at the client's request will be charged to the client at TPS, Inc.'s current rates. This work cannot be used without TPS's written consent.

**Indemnification:** The client agrees to protect TPS, Inc. from economic loss and any other harmful consequences that could arise in connection with the work. This means that the client will hold the provider harmless and safe, indemnify, and otherwise defend him/her against claims, demands, actions, and proceeding on any and all ground. This will apply regardless of responsibility for negligence.

**Copyrights:** The client warrants that the subject matter to be printed is not copyrighted by a third party. The client 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 client 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 client agrees to indemnify and hold TPS, Inc. 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 client 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 client will, at the client's sole expense, promptly and thoroughly defend TPS, Inc. in all legal action and gives the client reasonable time to undertake and conduct a defense. TPS reserves the right to use its sole discretion in refusing to print anything deemed by TPS to be illegal, libelous, scandalous, improper, or infringing upon copyright law.

**Inappropriate Content:** TPS reserves the right to refuse production of inappropriate content that does not align with its standards. Content including criminal violence, extremist information, racism, hate, pornography, sexually explicit or graphic content may be denied.

**Liability:** *Disclaimer of Express Warranties:* TPS, Inc. warrants that the work is as described in the purchase order. The client understands that all sketched, copy, dummies, and preparatory work shown to the client 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:* TPS, Inc. warrants only that the work will conform to the description contained in the purchase order. TPS, Inc.'s maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount for specific, individual, or consequential damages. Order: Acceptance of orders is subject to credit approval, resource availability at time order is placed and contingencies such as fire, water, strikes, theft, vandalism, acts of God, and other causes beyond TPS, Inc.'s control. Canceled orders require compensation for incurred costs and related obligations. Outside Purchases: Unless otherwise agreed in writing, all outside purchases as requested or authorized by the client are chargeable.

**Over-runs or Under-runs:** Over-runs or under-runs will not exceed 10 percent of the quantity ordered. TPS, Inc. will bill for actual quantity delivered within this tolerance, reducing overs' unit rate by 25%. If the client requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

**Preparatory Methods:** Artwork, type, plates, negatives, positive, tapes, disks, and all other items supplied by TPS, Inc. remain TPS's exclusive property.

**Press Proofs:** Press proofs will not be furnished unless they have been required in writing in TPS's quotation. A press sheet can be submitted for the client's approval as long as the client is present at the press during make-ready. Any press time lost or alterations/corrections made because of the client's delay or change of mind will be charged at TPS, Inc.'s current rates.

**Production Schedules:** Production schedules will be established and followed by both the client and TPS, Inc. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, equipment breakdown, action of government or civil authority, acts of God, or other causes beyond the control of TPS. In such cases, schedules will be extended by an amount of time equal to delay incurred.

**Proposition 65:** TPS, Inc. will comply and identify all products with warnings affected by Proposition 65 laws shipping to California. Additional charges may apply to orders with affected products shipping to California.

**Quotation:** A quotation not accepted within 30 days may be changed. Material cost quoted is subject to review upon receipt of purchase order and may be subject to change based on prevailing market price.

**Storage:** TPS, Inc. will retain intermediate materials until the client has accepted the related end product. If requested by the client, intermediate materials will be stored for an additional period for additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by TPS's fire and extended insurance coverage.

**Taxes:** All amounts due for taxes and assessments will be added to the client's invoice and are the responsibility of the client. 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 client has paid the invoice, it is determined that more tax is due, then the client must promptly remit the required taxes to the taxing authority, or immediately reimburse TPS, Inc. for any additional taxes paid.

**Telecommunications:** Unless otherwise agreed, the client will pay for all transmission charges. TPS, Inc. is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

**Terms:** Payment of 50% required with first purchase order, balance prior to shipment. Upon receipt of first order, credit review process will begin and specific credit terms will be established. Standard payment terms offered to client is Net cash (to the extent net cash is within available credit) 30 calendar days from date of invoice. Claims for defects, damages, or shortages must be made by the client in writing no later than 10 calendar days after delivery. If no such claim is made, TPS, Inc. and the client will understand that the job has been accepted. By accepting the job, the client acknowledges that TPS's performance has fully satisfied all terms, conditions, and specifications. TPS'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, TPS, Inc. has the right to hold and place a lien on all client property in TPS's possession. This right applies even if credit had been extended, notes have been accepted, trade acceptances have been made, or payment had been guaranteed. If payment is not made, the client is liable for all collection costs incurred.