

STANDARD CONDITIONS OF THE PRINTING INDUSTRY

1. THIS ORDER or QUOTATION is given subject to the standard conditions of the Printing Industry. These conditions shall be deemed to be embodied in any contract based on or arising out of this quotation or order unless otherwise agreed in writing.
2. TIME FOR ACCEPTANCE – Unless previously withdrawn a quotation is open for acceptance within 30 days from the date thereof.
3. COST VARIATION – Quotations are based on the current costs of production and are subject to amendment by the printer on or at any time after acceptance to meet any rise or fall in such costs.
4. ORDERS – Orders regularly entered cannot be cancelled except upon terms that will compensate us against loss. A contract for the printing of periodical publications may not be terminated by either party unless written notice is given as follows: -

NATURE OF PUBLICATION	LENGTH OF NOTICE
Weekly	One month
Fortnightly	Two months
Monthly	Three months
Quarterly	Six months

Nevertheless the printer may terminate any such contract forthwith should any sum due thereunder remain unpaid.
5. ACCURACY OF SPECIFICATIONS – Quotations are based on the accuracy of the specifications provided. The provider can re-quote a job at time of submission if copy, film, tapes, disks, electronic files or other input materials don't conform to the information on which the original quotation was based.
6. EXPERIMENTAL WORK – Experimental work performed at customer's request, (such as designs, sketches, proofs, drawings, composition, screens, plates, presswork and materials) will be charged for at current rates.
7. DESIGNS, LAYOUTS, SKETCHES AND DUMMIES – Sketches, copy, dummies and all preparatory work created, designed or furnished by us shall remain our exclusive property and no use of same shall be made, nor may any ideas obtained therefrom be used, except upon compensation to be determined by us.
8. DRAWINGS, NEGATIVES AND PLATES – Art work, drawings, negatives, positives, screens, plates, electrotype and other items when produced or supplied by us shall remain our exclusive property, unless otherwise agreed in writing.
9. DESIGNS, COPY, ARTWORK, ELECTRONIC FILES SUBMITTED BY CLIENTS – We shall not be responsible for omissions or errors in designs copy, artwork or electronic files submitted to us by clients. Any such artwork and designs furnished to us by clients for reproduction must be properly executed and of proper quality and specification for our requirements. Additional cost due to delays or impaired production on account of improper execution or quality shall be charged to the customer.
10. ELECTRONIC MANUSCRIPT OR IMAGE – It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by the provider, no claims or promises are made about the provider'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.
11. ALTERATIONS – Proposals are only for work according to the original specifications. If through customer's error, or change of mind, work has to be done a second time or more, such extra work will carry an additional charge at current rates for work performed.
12. APPROVAL OF PROOFS – When proofs are submitted to the customer, corrections, if any, are to be made thereon and the same proofs returned to us marked "O.K." or "O.K. with corrections" and signed with the name or initials of the person duly authorized to pass on same. If revised proofs are desired, request must be made when proof is returned. We are not responsible for errors if work is completed as per customer's O.K.
13. LEGAL COPY – The Buyer shall assume all responsibility for, and save the Seller harmless from any and all violations of all existing or future Pure Food and Drug Laws, Trade-mark and Copyright Laws, or from any subject matter required by law or prohibited by law that Buyer authorized printed or lithographed on or omitted from labels covered by this contract. We shall not be responsible for the imprint of any words, devices or designs contrary to law, or for the failure to imprint any words, devices or designs required by law if the same be not expressly ordered in writing by the Buyer. The printer shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature. The printer shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any illegal or libellous matter printed for the customer or any infringement of copyright, patent or design.
14. PRESS PROOFS – An extra charge will be made for press proofs, unless the customer is present when the plate is made ready on the press, so that no press time is lost. Presses standing awaiting O.K. of customer will be charged for at current rates for the time so consumed.
15. COLOUR PROOFING – Because of the difference in equipment and conditions between the colour proofing and the pressroom operations, a reasonable variation in colour between colour proofs and the completed job shall constitute an acceptable delivery.
16. VARIATIONS IN QUANTITIES DELIVERED – Over runs or under runs not to exceed 10% of the amount ordered shall constitute an acceptable delivery and the excess of deficiency shall be charged or credited to the customer proportionately.
17. PRODUCTION SCHEDULES – Production schedules will be established and followed by both the customer and the provider. In the

event that production schedules are not adhered to by the customer, delivery dates will be subject to renegotiation. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

18. CUSTOMER'S PROPERTY – We shall charge the customer, at prevailing rates, for handling and storing customer's paper stock or customer's lithographed and printed matter held more than thirty (30) days. All customer's property that is stored with us is at the customer's risk, and we are not liable for any loss or damage thereto caused by fire, water, leakage, breakage, theft, negligence, insects, rodents, or any other cause beyond our control. It is understood that the gratuitous storage of customer's property is solely for the benefit of the customer.
19. STANDING MATTER – Type may be distributed in lithographic, photogravure, screens or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.
20. DELIVERY – Unless otherwise specified, the price quoted is for a single shipment, F.O.B. customer's local place of business. All estimates are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Delivery of goods shall be accepted and payment shall become due upon notification that they are ready for delivery.
21. EXPEDITED DELIVERY – Should expedited delivery be agreed and necessitate overtime or other additional cost, an additional charge may be made.
22. TERMS TO BE ARRANGED BY OUR AUTHORIZED SELLING AGENTS – All claims must be made within five days of receipt of goods. Claims arising from damage, delay or partial loss of goods in transit must be made in writing to the printer and the carrier so as to reach them within three days of delivery and claims for non-delivery within 28 days of dispatch of the goods. All other claims must be made to the printer in writing within ten days of delivery. The printer shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in his hands and shall be entitled on the expiration of 14 days notice to dispose of property as he thinks fit and to apply the proceeds towards such debts.
23. LIABILITY – The printer shall not be liable for indirect or consequential loss or for any loss to the customer arising from third party claims occasioned by errors in carrying out the work or by delay in delivery.
24. FORCE MAJEURE – Every effort will be made to carry out the contract but its due performance is subject to cancellation by the printer or to such variation as he may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War, Strike, Lockout or other labour dispute. Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the printer's control.
25. PAPER STOCK FURNISHED BY CUSTOMER – (A) Paper stock furnished by the customer shall be properly packed, free from dirt, grit, torn sheets, bad splices, etc., and of proper quality and specifications for our requirements. Additional cost due to delays or impaired production on account of improper packing or quality shall be charged to the customer. (B) Customer's property and all property supplied to the printer by or on behalf of the customer will be held at customer's risk. (C) Every care will be taken to secure the best results where materials or equipment are supplied by customers, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of such materials or equipment. (D) Where the customer supplies materials adequate quantities shall be supplied to cover spoilage.
26. OUTSIDE PURCHASES – Unless otherwise agreed in writing, all outside purchases that are requested or authorized by the customer, are chargeable.
27. TERMS/CLAIMS/LIENS – Payment is net cash 30 calendar days from date of invoice. 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, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions and specifications.

The provider's liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider'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.

28. DISPUTES – In the event of an unresolved dispute between the printer and his client, the matter shall be referred to the Official Referee.

Our products will be carefully prepared, examined and packed, and are sold without warranties expressed or implied. The buyer assumes all risk and liability, whatsoever resulting from the use of our goods, whether singly or in combination with other substances.

Interest at the rate of 1 ½ % per month will be charged on all unpaid past due balances.

COMPANY

DATE

PRINT NAME

SIGNATURE