

Terms & Conditions

OF SALE

1. QUOTATION: All estimates based on verbal or written specifications, visuals, sketches, and copies or in any other form other than repeat business shall be considered only tentative. DAC reserves the right to revise prices to reflect any increased costs that are apparent upon inspection of copy furnished by the client or to reflect any increased costs that are encountered in the manipulation of materials furnished by the client in order to obtain the desired result. If there is an increase in the cost of materials ordered for this job prior to delivery to DAC., the price quoted to the client is subject to that increase. In the event that raw material is not available, notification will be given to the client and a substitute will be suggested, if available. The price quoted to the client will be adjusted for this substitution. DAC may change a quotation not accepted within 30 days. DAC is not responsible for delays in raw material shipment.

2. ORDERS: Acceptance of orders is subject to credit approval and full payment of previous orders. Canceled orders will require compensation for all incurred costs prior to the date of cancellation.

3. EXPERIMENTAL AND PRELIMINARY WORK: All experimental and preliminary work performed at the clients request will be charged to the client at DAC's current rates. This work cannot be used without the written consent of DAC.

4. PERSONAL OR ECONOMIC RIGHTS: DAC has the right to refuse any work that DAC finds as libelous or scandalous or anything that threatens anyone's right to privacy or other personal or economical rights.

5. CREATIVE WORK: Sketches, copy, dummies and all other creative work created or furnished by DAC shall remain their exclusive property and no use of same shall be made, nor may ideas obtained there from be used except with specific financial compensation as determined by DAC.

6. ACCURACY OF SPECIFICATIONS/CONDITION OF COPY: Quotations are based on the accuracy of the specifications provided by the client. DAC has the right to re-quote a job at time of submission if copy, film, tapes, disks or other input materials don't conform to the information on which the original quotation was based. Estimates of typesetting are based on receipt of original copy or manuscript clearly typed, double spaced on 8 ½" x 11" uncoated stock, one side only. Margins of at least 1" should be allowed on each edge of sheet. Copy that deviates from this standard is subject to re-quoting by DAC at the time of submission of copy, unless otherwise specified in the estimate.

7. CLIENT-FURNISHED MATERIALS: Paper stock furnished by the client or their supplier shall be properly packed, free from dirt, grit, torn sheets, bad splices and any other product defect affecting a smooth run and must be delivered according to specifications furnished by DAC. Additional costs incurred by DAC due to delays or impaired production

caused by poor material shall be charged to the client at the current rate. Materials furnished by the client or their supplier shall be verified by delivery tickets. DAC bears no responsibility for discrepancies between delivery tickets and actual counts. Artwork, film, color separations, special dies, tapes, disks or other materials furnished by the client must be usable by DAC without alteration or repair. Items not meeting this requirement will be repaired by the client or by DAC at the current rate of DAC.

8. PREPARATORY MATERIALS: Artwork, typeface, plates, engravings, dies, negatives, positives, tapes, disks, electronic/digital files and all other items supplied by DAC Company shall remain the property of DAC.

9. ELECTRONIC MANUSCRIPT OR IMAGE: It is the client's responsibility to maintain an original copy of the file. DAC cannot be held responsible for any damage caused to electronic manuscripts or images supplied by the client or for the accuracy of the material supplied by the client. Until digital input can be evaluated by DAC, no claims or promises are made about DAC's ability to work with the clients' digital input and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize the clients provided digital copy will be charged to the client at the current rate of DAC.

10. ALTERATIONS: Quotations are only for work according to original specifications. Client alterations include all work performed by DAC in addition to the original specifications. All such work will be charged to the client at the current rate of DAC.

11. PREPRESS PROOFS: DAC shall submit prepress proofs for the clients review and approval. Approval form shall be returned by the client to DAC marked as "O.K.", "O.K. with corrections" or "Revised proof required" and signed by the client with a valid, authorized signature with time and date. Until approval is received, no additional work will be performed by DAC. DAC shall not be held responsible for undetected production errors if:

- a. Proofs are not returned by the client;
- b. The work is printed per the client's given "O.K";
- c. The requests for changes are communicated orally.

It is the client's responsibility to thoroughly review proofs and DAC will not be held responsible for any inaccuracies in print that do not meet the above given guidelines.

12. PRESS PROOFS: Press proofs will not be furnished to the client unless they have been specifically provided for in the Quotation. If press proofs have been requested after DAC has supplied the Quotation, a charge shall be given to the client at the current rate of DAC Any press time lost or alterations/corrections made because of a clients delay or change of mind will be charged to the client at the current rate of DAC.

13. 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 variation of this kind occurs, it will be considered acceptable performance.

14. OVER-RUNS OR UNDER-RUNS: Over-runs or under-runs will not exceed 10% of the quantity ordered. DAC will bill for actual quantity delivered within this tolerance. If the

client requires a guaranteed quantity, the percentage of tolerance must be stated at the time of the request for Quotation.

15. CLIENT'S PROPERTY: DAC shall charge the client, at current rates, for handling and storing client's stock or client's printer matter held by DAC for more than thirty (30) days. All client material stored by DAC shall be done so at the client's risk and DAC is not responsible for any loss or damage thereto caused by fire, water leakage, theft, negligence, insects, rodents, strikes, civil disorder, accidents, action of government or civil authority, acts of God or any other cause beyond DAC's control. It is understood that the gratuitous storage of client's stock shall not be at the financial risk of DAC Insurance coverage may be obtained if it is requested in writing and if the premium is paid to DAC prior to the first day of said extended storage.

16. PRODUCTION SCHEDULES: Production schedules shall be established and followed by both the client and DAC Delivery dates will be subject to renegotiation in the event that the client does not adhere to production schedules. 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 DAC In such cases, schedules will be extended by an amount of time equal to the delay incurred.

17. DELIVERY: Unless otherwise specified in the Quotation, the price quoted is for a single shipment, without storage, F.O.B. DAC platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the client's specifications state otherwise, DAC will charge the client accordingly at current rates. Charges for delivery of materials and supplies from the client to DAC or from the client's supplier to DAC are not included in the quotation unless specified. Special priority pick-up or delivery service will be provided at the current rate upon client request. Materials delivered from the client or their suppliers are verified with the delivery ticket as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and DAC cannot accept liability for shortages based on supplier's tickets. Title for finished work will pass to the client upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work of its segments, whichever occurs first.

18. DELAYS IN DELIVERY: All contracts are made contingent upon war, strikes, fires, floods, accidents or other contingencies beyond DAC's control. DAC is not responsible for delivery delays if delayed by the client in any way. Overtime in an effort to make up lost time caused by delays from the client is chargeable to the client when such effort is required. When agreed upon deadline listed in the Quotation is missed by the client, no new delivery date is to be assumed without specific rescheduling with DAC. DAC shall not be bound in any way to verbal deadlines.

19. REPAIRS OR CHANGES: Trimming, mortising, anchoring, special proving or similar work required on materials that are furnished by the client, including but not limited to, drawings, engravings, electrotypes, negatives and positives shall be billed at current prices.

20. DEFFECTIVE PRINT: DAC shall replace any printed materials provided to the client that are proved defectively printed. Replacement of defective printed material is the sole and exclusive obligation of DAC and remedy to the client. The Client assumes liability for all direct and indirect damages arising from use or inability to use defectively printed material. DAC gives no express implied warranties upon the materials including no warranty of merchantability.

21. LIABILITY:

a. Disclaimer of Express Warranties:

DAC warrants only that the work is as described in the purchase order. The client understands that all sketches, copy, dummies, and preparatory work shown to the client are intended only to illustrate type and quality of work. Such items are not intended to represent the actual work performed.

b. Disclaimer of Implied Warranties: DAC warrants only that work will conform to the description contained in the purchase order. DAC's maximum liabilities, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstance will DAC be liable for specific, individual or consequential damages.

22. INDEMNIFICATION: The client agrees to protect DAC from economic loss and any other harmful consequences that could arise in connection with the work. The client will hold DAC harmless and save, indemnify, and otherwise defend DAC. against claims, demands, actions, and proceedings on any and all grounds, regardless of responsibility for negligence.

a. Copyrights: The client shall warrant 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 materials used in preparing the subject matter for reproduction. To support these warranties, the client agrees to indemnify and hold DAC 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. DAC., at its sole discretion, may require the client to provide written proof of permission to reprint material.

b. Personal or Economic Rights: The client also warrants that the subject matter 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 DAC in all legal actions on these grounds as long as DAC:

- i. Promptly notifies the client of the legal action;
- ii. Gives the client reasonable time to undertake and conduct a defense.
- iii. DAC reserves the right to use their sole discretion in refusing to print anything they deem illegal, libelous, scandalous, improper or infringing upon copyright law.

23. STORAGE BY DAC: DAC shall 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 at an additional charge. DAC is not liable for any loss or damage to stored material beyond what is recoverable by DAC's fire and extended insurance coverage.

24. STORAGE BY THE CLIENT: Pressure-sensitive labels should be stored at 72 degrees F +/- 5 degrees and at 50% relative humidity +/- 10%. Storage of labels under conditions outside of this range will make the performance of labels suspect. Labels stored outside this range will not carry any warranty. Labels aged past 12 months from the date of manufacture will not carry any warranty.



25. TERMS: Net thirty (30) days from date of invoice unless otherwise specified. Claims for defects, damages or shortages must be made in writing within five (5) business days of receipt of goods. Failure to make such a claim within stated period shall constitute irrevocable acceptance and an admission that DAC fully complies with terms, conditions and specifications. As security for payment of any sum due or to become due under terms of any agreement, DAC shall have the right, if necessary, to retain possession including work in progress and finished work. The extension of credit or the acceptance of notes, trade acceptances or guarantees of payment shall not affect such a security interest lien.

26. 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 to the client unless the client's "Resale/ Exemption Certificate" (or other official governmental proof of exemption) accompanies the purchase order. If, after the client has paid the invoice, it is determined that additional tax is due, the client must promptly remit the required taxes to the taxing authority or immediately reimburse DAC for any additional taxes paid.

27. TELECOMMUNICATIONS: Unless otherwise agreed, the client will pay for all transmission charges. DAC is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.

SIGNATURE

DATE