

## ADDITIONAL TERMS AND CONDITIONS

### **Quotations/Estimates**

Prices posted on this website are subject to change without notice. Written estimates are good for 30 days. An estimate not accepted within 30 days may be changed.

### **Payment Terms**

All orders require a minimum down payment of at least 50% of total order. Balance to be paid when shipping begins. We accept all major credit cards online via PayPal™, our secure card processing as well as checks by mail or fax.

### **Orders**

The Proof is in The Printing reserves the right to use its sole discretion in refusing to print anything it deems improper. We are not liable for any damages resulting from unwitting violation of copyright laws or illegal use of trade names or slogans. The client guarantees the legal title of all matter submitted to us for printing and/or publication and indemnifies The Proof is in The Printing against any such claims.

### **Cancellations**

There are no cancellations once production has begun on your job. If you have placed an order and wish to try to cancel, please contact us immediately.

### **Refunds**

Once an order is placed, there are no refunds - regardless of whether you placed the order yourself or you had us custom enter the order for you. Orders placed by us on your behalf are subject to the same terms and conditions as orders you enter yourself. Custom entered orders are only done as an accommodation for you and in no way do we waive any of our terms and conditions by agreeing to enter an order for you. Should an order be canceled in the appropriate manner during the allotted cancellation period, we will issue a credit for future orders for whatever amount (if any) is owed to the client. In no case shall we issue a refund or offer anything other than a credit against future orders. Should the client abandon their order for whatever reason, they will not be entitled to a refund for any printing, postage, mailing, shipping or design fees. Any orders abandoned will be issued a credit at the sole discretion of The Proof is in The Printing. Likewise, customers that refuse to accept delivery of their product will not be entitled to any refunds, credits or compensation of any kind.

### **Liability**

The Proof is in The Printing liability shall be limited to the stated selling price to the customer of any defective goods, and shall in no event include special, consequential, incidental, indirect or similar damages, including without limitation, lost profits. We warrant that every product manufactured by it meets industry standard for such product and is free of any material defect in workmanship. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF FITNESS FOR PARTICULAR USE AND MERCHANTABILITY. We make no other warranty and no actions or words of The Proof is in The Printing or its officers, employees or agents shall constitute a warranty.

### **Indemnification**

The customer represents that it has the legal right to produce all printed materials ordered from us. In the event that a charge, claim or demand, or arbitration, action or proceeding (collectively, a "Claim") is made or commenced against us based upon, relating to or arising from the alleged wrongful acts of the customers, or alleging that the printing performed or product produced by us ordered by the customer: (a.) infringes any copyright, patent or other proprietary right of any person; or (b.) contains matter that is libelous, slanderous, defamatory, scandalous or obscene, the customer shall indemnify and hold The Proof is in The Printing harmless from and against any loss, damages, cost and expense arising from or related to the Claim including without limitation; (1.) defending The Proof is in The Printing against any such Claim (2.) paying any judgment or award against the customer; and (3.) reimbursing The Proof is in The Printing

for any legal fees and expenses it reasonably incurs in responding.

### **Electronic Manuscripts/Images**

It is the client's responsibility to maintain a copy of the original computer files, artwork and transparencies. While some files are kept for a short period of time, we do not archive your work for longer than it takes to produce the final product. Please save your work!

### **Color Proofing/Match**

CMYK Offset printing is considered an art form and color results are highly subjective and dependent on numerous factors including your supplied files and design. We use only Heidelberg Offset Printing presses (the best) and high fidelity printing inks. Please bear in mind that our offset printing process is completely different from dry proofs (inkjet, color key, etc) and unlikely to be an exact match to a dry proof or like what you see on your computer monitor-but it will be high resolution and top quality. If you are reordering a job we have previously printed for you and would like us to match it, please contact us and we will be happy to do so.

### **Overruns/Underruns**

The Proof is in The Printing will normally deliver the exact quantity of goods ordered plus a small additional amount of overs. There is no extra charge for any overs or credits for unders (shortage less than 10%). The generally accepted trade practice is plus or minus 10%. If you must have a guaranteed number of pieces (such as for a mailing) we strongly suggest you order a sufficient amount of pieces to allow for the +/- 10% and the waste that occurs during the inkjet/laser mailing process. For example, if you have a 5,000 piece mailing you should order 5,500 pieces. Any disputes about the quantity you received will be determined by the shipping weight of the product you ordered.

### **Delivery**

Charges for delivery of materials and supplies from the client or the client's supplier to PressGeek.com are not included in quotations unless specified. PressGeek.com is not responsible for delays and/or damage incurred during shipping.

### **Claims**

Claims for defects, damages, or shortages must be made by the client in writing no later than 3 days after delivery. If no such claim is made, The Proof is in The Printing and the client will understand that the job has been accepted. By accepting the job, the client acknowledges that The Proof is in The Printing performance has fully satisfied all terms, conditions and specifications. Under no circumstances shall postage or shipping charges be credited or refunded. You (the customer) hereby grants and The Proof is in The Printing retains a security interest in any work produced by us until such time that your order has been paid in full. In the event of a credit card chargeback, PressGeek.com reserves the right to pursue for payment both you and any company or individual for whom the work was performed.

### **Disputes & Venue**

For legal purposes, the venue for any dispute shall be Brevard County, Florida, USA.

### **Workmanship Guarantee**

All work produced by The Proof is in The Printing will be performed in accordance of Generally Accepted Printing Standards and be free of any major defects. We utilize only the very best in equipment and highly trained operators and we are confident you'll be happy with the results. If you feel you received an unsatisfactory job, please contact us within 3 days so we can help resolve any issues.

### **Turnaround Times**

We achieve an almost 100% on time rate for turnaround. Based on the product you are ordering, you may choose from our standard turnaround, expedited turnaround or rush turnaround. Some products are available as Next Business Day Rush (for an additional fee) if received by 9pm EST. While we make every attempt to ship those items on the next business day, all turn times are estimated and not guaranteed. Orders placed after those times will be considered as being ordered the following business day. All

estimates are based on "business days" and do not include weekends or holidays. Turnaround times do not include the time required to ship your product. If for some reason we are unable to meet your expedited or rush turnaround deadline, we will credit you for the additional monies you spent for faster service (if any) but you will still be charged for the entire order-less the expedited or rush fee (if any). Under no circumstances shall you be entitled to a refund, credit or any other consideration. Turn times begin at the time you submit a ready to print file. Files that are not submitted properly will not begin production until they are corrected and resubmitted by you to us. Orders requiring a proof will not begin production until we receive a written proof approval from you.

**Privacy Statement / Billing**

Your information is used for contact, billing, and shipping purposes. Your credit card information is never stored by The Proof is in The Printing. Your credit card bill will read "ProofPrint."

**Samples**

The Proof is in The Printing might use your product for samples or advertising purposes.

**Changes**

The Proof is in The Printing may change, modify, add or remove portions of this policy at any time, and any changes will become effective immediately upon being posted unless otherwise stated.

This policy was last updated 2/24/14

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