

## TERMS AND CONDITIONS OF GERMANTOWN COPY CENTER, INC.

**COLLECTION:** If Germantown Copy Center, Inc. should refer this account to its attorneys for collection, Customer will pay balance of this account, all reasonable legal and other associated costs incurred for such collection and interest (computed at 1.5% per month) from due date.

**TAXES:** Customer shall be solely responsible for any tariffs, duties, sales taxes or other taxes of any nature imposed or levied on the goods, advice of services provided by Germantown Copy Center, Inc. in accordance with this Agreement.

**WARRANTIES & LIMITATIONS:** Germantown Copy Center, Inc. warrants that it will adhere to printing industry standards in providing services and will perform in a manner consistent with generally accepted procedures for such matters. The warranties stated in this Agreement are exclusive and in lieu of all other warranties. In no event shall Germantown Copy Center, Inc. be liable to Customer for special, indirect or consequential damages in any way connected with the performance or breach of this Agreement. The amount of liability of Germantown Copy Center, Inc. to Customer on any claim for loss or liability in any way connected with the performance of this Agreement shall in no case exceed the amount of money or compensation actually paid to Germantown Copy Center, Inc. for the particular job or project in issue.

**MODIFICATION:** The terms of this Agreement may be waived or modified only in writing, signed by an authorized officer of Germantown Copy Center, Inc. and Customer. In the absence of an express written Agreement, the terms of this Agreement will prevail under all conditions. The Customer recognizes that no employee or agent of Germantown Copy Center, Inc. has authority to modify this Agreement without the written approval of an authorized officer of Germantown Copy Center, Inc.

**COPYRIGHT WARRANTY:** Customer warrants and represents to Germantown Copy Center, Inc. that all times during which this account is open, Customer will submit to Germantown Copy Center, Inc., for printing or reproduction only items which are not copyrighted or subject to copyright laws. Customer agrees to indemnify Germantown Copy Center, Inc. from any liability, loss, expenses, damages attorney's fees it may sustain for copyright information resulting from Germantown Copy Center, Inc. fulfilling Customer's orders.

**MISCELLANEOUS:** Maryland law governs this Agreement. This account shall begin upon execution hereof by Germantown Copy Center, Inc. and shall continue until terminated by either the Customer or Germantown Copy Center, Inc. Until terminations, all work is governed by this Agreement; any obligations incurred prior to termination shall survive termination.

## THE PRINTING INDUSTRY'S STANDARD TERMS AND CONDITIONS OF PURCHASES AND SALES

**ORDERS:** Orders regularly entered are not cancelable except upon terms that will compensate against loss. (See Cancellations)

**SKETCHES, COPY, DUMMIES** and all preparatory work created or furnished by Germantown Copy Center, Inc., will remain its exclusive property and no use of same may be made, nor may ideas obtained there from be used, except upon compensation to be determined by the said Germantown Copy Center, Inc.

**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 the work performed.

**PROOFS:** Proofs will be submitted with original copy. Corrections, if any, are to be made thereon and the proofs returned marked "OK", or "OK" with corrections", signed with the name or initials of the person duly authorized to pass on same. If revised proofs are desired, request should be made when proof is returned, Germantown Copy Center, Inc. is not responsible for errors if work is printed as per customer's OK.

**OVER / UNDER RUNS:** Over or under runs not to exceed 10% of the amount ordered constitutes an acceptable delivery, and the excess or deficiency shall be charged or credited to the customer proportionately.

**CUSTOMERS PROPERTY:** Germantown Copy Center, Inc. shall charge the customer, at current rates, for handling and storing customer's stock or customer's printed matter held more than (30) days. All customers' property that is stored with Germantown Copy Center, Inc., is at the customers risk, and Germantown Copy Center, Inc. is not liable for any loss or damage there to caused by fire, water leakage, death, negligence, or any other cause beyond the printer's control. It is understood that the gratuitous storage of customer's property is solely for the benefit of the customer.

**DELIVERY:** Unless otherwise specified, the price quoted is for a single shipment, F.O.B. customer's local place of business. All proposals are based on continuous and uninterrupted delivery of completed order, unless specifications distinctly state otherwise.

**DELAYS IN DELIVERY:** All contracts are made contingent upon wars, strikes, fires, floods, accidents or other contingencies beyond the control of Germantown Copy Center, Inc.

**EXPERIMENTAL WORK** performed at customer's request, such as sketches, drawings, composition, plates (including lithographic plates), press work, materials, and labor are charged for at current rates.

**ARTWORK, TYPE, PLATES** (including lithographic plates), engravings, electrotypes, negatives, positives and other items when supplied by Germantown Copy Center, Inc. shall remain its exclusive property, unless otherwise agreed to in writing.

**STANDING TYPE MATTER:** Plates (including lithographic plates), and negatives will not be held after completion of the order except by special agreement and charge therefore.

**PRESS PROOFS:** An extra charge will be made for press proofs, unless the customer is present when the form is ready on the press, so that no press time is lost. Presses standing awaiting an OK of customer will be charged at current rates for the time so consumed.

**COPY PROOFS:** An extra charge will be made for each additional copy proof requested by the customer.

**REPAIRS, CHANGES,** trimming, mortising, anchoring, special proofing or similar work required on materials which are furnished by the customer, including but not limited to drawings, engravings, electrotypes, and negatives, shall be billed at current market rates.

**PAPER STOCK** furnished by the customer shall be properly packed, free from dirt, grit, torn sheets, bad splices, etc., and of proper quality for printing/copying requirements. Additional cost due to delays or impaired production on account of improper packing or quality shall be charged to the customer.

**COLOR PROOFING:** Because of the difference in equipment and conditions between the color proofing and our pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute an acceptable delivery.

**TERMS:** Collect on delivery (C.O.D.) or net 30 days for approved accounts. All claims must be made within five days of receipt of goods. Germantown Copy Center, Inc. has the right to refuse to print any materials distributed by the customer in which the company in its sole discretion finds to be unlawful or possibly unlawful. The customer agrees that no claim shall be made against the company as a result of such refusal. The Customer agrees to indemnify and to hold Germantown Copy Center, Inc. harmless from any claim, demand, action, proceeding or judgment. Including legal fees, against the company arising in any way from the printing of material for the customer which is alleged by any person to be libelous, scandalous, or an invasion of privacy.

**COST ESTIMATES:** Written Estimates will be honored for a period of 30 days from date shown, unless otherwise specified. All Estimates provided without having seen final art and specs are tentative to receipt and approval of same. It is the Customers sole responsibility to request an estimate before placing an order. If a price has not been expressly agreed to before the time an order is placed GCC inc. shall charge in accordance with our normal pricing structure.

**CANCELLATIONS / REFUND / RETURNS:** Canceled orders require compensation for incurred costs and related obligations at the time of cancellation. Each job is custom created for its owner, it can not be reused or resold. Therefore **All Sales Are Final**. Customers must notify GCC inc. within 5 business days of order acceptance of any defects. GCC inc. will verify that we made an error, and will re-print or fix the order per approved specs. The Customer must return 99% of the rejected product prior to delivery of the re-print.

THESE TRADE CUSTOMS HAVE BEEN IN GENERAL USE IN THE PRINTING INDUSTRY THROUGHOUT THE UNITED STATES OF AMERICA FOR MORE THAN 50 YEARS

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