

## TERMS AND CONDITIONS

### Orders:

All orders received and accepted by 360 Digital Books (hereunto referred to as "360") will be considered non-cancellable unless 360 is immediately compensated in full for work completed. Orders cancelled before any production is done will be charged a \$50.00 fee to cover administration costs due to cancellation. Customer guarantees the legal propriety of all matter submitted to 360 and will indemnify 360 against all claims and causes of action. 360 reserves the right, at its sole discretion, to refuse to print any matter, which in its judgment is improper, libelous, scandalous or in any use prejudicial to its interest, or that of any of its Customers. Acceptance of order is based on conformity to quoted specifications. Orders not conforming to quote specifications may require changes in price and/or schedule. 360 reserves the right not to accept an order if it does not conform to quoted specifications. A quotation is valid for 30 days.

### Payment Terms:

Unless otherwise agreed to by an authorized 360 representative below are payment options. All claims such as damage or shortage must be made within five (5) business days from receipt of goods. Defective material must be returned for inspection prior to issuance of credit.

\* Cash-In-Advance – 100% of quoted amount when order is placed. Shipping costs will be billed and invoice sent to customer to pay immediately.

\* Credit Card – 50% will be charged to card at Confirmation of Pricing & Scheduling stage. Remaining 50% plus shipping costs will be charged to card in full before release for shipment.

Note: Customer will be charged a \$35.00 fee for each occurrence in the event of any returned check or charge card decline.

\*Subject to the laws of the State of Michigan

### Proofs:

360 will provide proofs upon the request of the Customer at current rates. All proofs will be shipped via FedEx P1 at customers expense unless otherwise requested by Customer. If revised proofs are desired, request must be made when a proof is returned. 360 is not responsible for errors if work is printed per Customer's authorization. A signature, initials or verbal approval by Customer or Customer's Representative is considered authorization to print the job. Costs for additional proofs due to Customer's correction will be billed at the current rates.

### Color Proofing:

Due to the variation that can happen with any digital color printing device, a reasonable variation in color between color proofs and the completed job shall constitute an acceptable delivery.

### Alterations:

Quotes are only for work performed 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 for the work performed. Corrections that are submitted as a single page PDF file will be charged at current rate. Entire new files will be charged at current rates as well.

### Continuous Production:

Customer's order is based on continuous and uninterrupted production. Excessive delays caused by changes, corrections, editing, rewrites and/or other reasons will be charged for any extra costs incurred due to handling, storage, increased costs of labor and material and other additional items. Orders that exceed two (2) months production from placement of order will be subject to payment by Customer for all costs incurred within that period.

### Customer Furnished Material:

Customer warrants that all materials furnished by Customer, including without limitation, paper, inserts, covers, artwork and plates shall be of good quality and workmanship, free from defects and fit for the purpose of the printing equipment for which they are to be used. 360 Shall not be responsible for any delays, impaired production, corrective work or any other additional costs incurred or time spent by 360 resulting from the use of such material.

### Overruns:

Overruns or under runs not to exceed five percent (5%) of the amount ordered shall constitute an acceptable delivery and the excess or deficiency shall be charged or credited to Customer on a pro-rated basis.

### Delays On Delivery:

360 shall not be liable for any damages arising in any way from its failure to make or delay in making delivery because of its inability to obtain paper in the amount and grades specified herein or arising in any way from any circumstances or other cause beyond its control. Within a reasonable time after receiving knowledge of any condition referred to above 360 shall give notice to Customer. Upon agreement of both 360 and Customer in writing, changes may be made in delivery schedules, specification as to quantities, paper or any other matters affected by the conditions referred to above. Changes in Customer specifications, artwork and approval time frames may alter delivery time. Delivery dates are estimates.

### Delivery:

Unless otherwise specified, the price quoted is for a single shipment, FOB Printer plant. All proposals are based on continuous and uninterrupted delivery of complete order unless specification clearly states otherwise. Shipping cost estimates are to be treated as estimates only. Any differences between quoted shipping costs and actual costs will be Customer's responsibility. Additional costs to expedite shipment will be incurred by Customer. Customer may elect to ship on their own via UPS, FedEx or specified supplier's account. All jobs (other than motor freight) will incur handling charges of \$3.00 per carton. Any job that requires more than two destinations will incur additional charges at a rate of \$7.50 per destination.

### CD's/Disks/Files:

Files supplied electronically or in hard copy by Customer shall remain Customer's exclusive property unless otherwise agreed to in writing. These items will only be released if Customer's account is in good standings. Until 360 can evaluate digital input, no promises or claims are made about 360'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 360's prevailing rates. 360 is not responsible for any errors, omissions or extra costs resulting from faults in the transmission of Customer's files or documents.

### Samples:

360 has the privilege of retaining two (2) sample copies of each job for file and reference purposes. If desired by 360 Digital Books, someone may contact the Customer to get written approval to use their title(s) so that additional copies can be produced to show and use as samples at its discretion.

### Damages:

In no case arising hereunder shall 360 be liable for special, incidental or consequential damages. 360's liability shall be limited to repair or replacement of defective goods or at 360's option, to a refund of the purchased paid by the Customer.