



Terms & Conditions

QUOTATIONS \ ESTIMATES

1. A quotation not accepted within thirty (30) days is subject to review.

ORDERS

2. Orders regularly entered in writing cannot be canceled except upon terms that will compensate Dimaco, Ltd against loss.

EXPERIMENTAL WORK

3. Experimental work performed at customer's request, such as sketches, drawings, composition, plates, presswork, and materials will be charged for at current rates and may not be used without consent of Dimaco, Ltd.

ACCURACY OF SPECIFICATIONS

4. Quotations are based on the accuracy of the specifications provided. Dimaco, Ltd can requote a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.

PREPARATORY MATERIALS

5. Art work, type, plates, negatives, positives, and other items when supplied by Dimaco, Ltd shall remain their exclusive property unless otherwise agreed in writing. Sketches, copy, dummies, and all preparatory work created or furnished by Dimaco, Ltd, shall remain their exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by Dimaco, Ltd.

ELECTRONIC MEDIA / IMAGES

6. It is the customer's responsibility to maintain a copy of the original file. Dimaco, Ltd is not responsible for accidental damage to media supported by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by Dimaco, Ltd, no claims or promises are made about Dimaco, Ltd'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.

ALTERATIONS \ CORRECTIONS

7. Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and be supported with documentation upon request.

PREPRESS PROOFS

8. If requested, proofs shall be submitted with original copy. Corrections are to be made on "master set", returned marked "O.K." or "O.K.. With corrections" and signed by the customer. If revised proofs are desired, request must be made when proofs are returned. Dimaco, Ltd regrets any errors that may occur through production undetected, but cannot be held responsible for errors if the work is printed per customer's O.K., or if changes are communicated verbally. Dimaco, Ltd shall not be responsible for errors if the customer has not ordered or has refused to accept proofs or has failed to return proofs with indication of changes or has instructed Dimaco, Ltd to proceed without submission of proofs.

PRESS PROOF

9. Unless specifically provided in Dimaco, Ltd's quotation, press proofs will be charged for, at current rates. An inspection sheet of any form can be submitted for customer approval, at no charge, provided customer is available at the press during the time of makeready. Any changes, corrections, or lost press time due to customer's change of mind or delay will be charged for at current rates.

COLOR PROOFING

10. Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operation, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery. Special inks and proofing stocks will be forwarded to customer's suppliers upon request at current rates.

OVERRUNS OR UNDERRUNS

11. Overruns or underruns not to exceed 10% on quantities ordered up to 10,000 copies and/or the percentage agreed upon over or under quantities ordered above 10,000 copies shall constitute acceptable delivery. Dimaco, Ltd will bill for actual quantity delivered within this tolerance. If customer requires guaranteed "no less than" delivery, percentage tolerance of coverage must be doubled and charged at prevailing rates.

CUSTOMER'S PROPERTY

12. Dimaco, Ltd will maintain fire, extended coverage, vandalism, malicious mischief, and sprinkler leakage insurance on all property belonging to the customer, while such property is in Dimaco, Ltd's possession. Dimaco, Ltd's liability for such property shall not exceed the amount recoverable from such insurance.

DELIVERY

13. Unless otherwise specified, the price quoted for a single shipment, without storage, F.O.B. local customer's place of business or F.O.B. Dimaco, Ltd's platform or out-of-town customers. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from customer to Dimaco, Ltd, or from customer's supplier to Dimaco, Ltd are not included in any quotations unless specified. Special priority or pickup or delivery service will be provided at current rates upon customer's request. Materials delivered from customer or his suppliers are verified with delivery ticket as to cartons, packages or items

shown only. The accuracy of quantities indicated on such tickets cannot be verified and Dimaco, Ltd cannot accept liability for shortage on supplier's tickets. Titles for finished work shall pass to the customer upon delivery, to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first.

PRODUCTION SCHEDULES

14. Production schedules will be established and adhered-to by customer and printer, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of Government or civil authority and acts of God or other causes beyond the control of customer or printer. Where production schedules are not adhered to by the customer, final delivery date(s) will be subject to renegotiation.

CUSTOMER-FURNISHED MATERIALS

15. Paper Stock, camera copy, film, color separations and other customer-furnished materials shall be manufactured, packaged, and delivered to Dimaco, Ltd specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer.

OUTSIDE PURCHASES

16. Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

TERMS \ CLAIMS \ LIENS

17. Payment shall be collect on delivery unless credit has been granted in advance by Dimaco, Ltd. Claims for defects, damages, or shortages must be made by the customer in writing within a period of thirty (30) days after delivery. Failure to make such claims within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications. Dimaco, Ltd's liability shall be limited to stated price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms of any Agreement, Dimaco, Ltd shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in Dimaco, Ltd's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptances or guarantee of payment shall not affect such security in interest and lien.

LIABILITY

18. Dimaco, Ltd warrants its products, as described in the order or contract, to be free of defects in materials or workmanship and within the bounds of reasonable quality. Dimaco, Ltd makes no merchandising claims and accepts no liability beyond the amount to be paid by the customer, nor is Dimaco, Ltd liable for any indirect damage that may result from any errors or inaccuracies.

INDEMNIFICATION

19. The customer shall indemnify and hold harmless Dimaco, Ltd from any and all loss, cost, expense, and damages on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against Dimaco, Ltd on grounds alleging that the said printing violates and copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that Dimaco, Ltd has contributed to the matter. The customer agrees to, at the customer's own expense, promptly and continue the defense of any such claim, demand, action or proceeding that may be brought against Dimaco, Ltd, provided that Dimaco, Ltd shall promptly notify the customer with respect thereto, and provided that Dimaco, Ltd shall give to customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

STORAGE

20. Dimaco, Ltd will retain intermediate materials until the related end product has been accepted by the customer. Finished product will be retained for 10 days after job completion at no cost. After this time, materials will be destroyed. If requested by the customer, intermediate materials will be stored for an additional period at an additional charge. Finished goods will be stored for an additional period at a rate of \$45 per item per month. Dimaco, Ltd is not liable for any loss or damage to stored material beyond what is recoverable by Dimaco, Ltd's fire and extended insurance coverage.

TAXES

21. All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse Dimaco, Ltd for any additional taxes paid.

TELECOMMUNICATIONS

22. Unless otherwise agreed, the customer will pay for all transmission charges. Dimaco, Ltd is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.

CHANGES OR CANCELLATIONS

23. Cancellation after an order is in process will require payment for the actual work performed (amount to be determined by Dimaco, Ltd). Changes to orders in process may or may not require additional charges and extended delivery time. Our Minimum Cancellation Charge is \$50.00 once your order has been entered into our production system.

JURISDICTION

24. This agreement shall be construed under the laws of the State of Texas. The parties agree that this contract is binding upon Dimaco, Ltd when accepted in the home office in Carrollton, Texas. It is further agreed that the appropriate venue and jurisdiction for interpretation and enforcement of this agreement shall be in Dallas County, Texas. Trade customs have been in general use in the Printing Industry throughout the United States of America for more than 50 years. Originally formally promulgated, Annual Convention, United Typotheate of America, 1922. Revised and updated and repromulgated, Annual Convention, Printing Industries of America, Inc. 1945, 1974, and 1994.

Company: _____ Customer Name: _____

Address: _____ Customer Signature: _____

City, State Zip: _____ Phone: (_____) _____ - _____ Date: ____/____/____