

TERMS AND CONDITIONS OF SALE

1. **ORDERS** regularly entered, with a bona fide purchase order or signed agreement, cannot be cancelled except upon the terms that will compensate the CTA Printing Co-op (Printing Co-op) against loss. All work done to the date of cancellation is billable to the customer with a normal profit. The work done to the date and/or the materials, if billed to the customer, remains the customer's property, and Printing Co-op has the right to immediately ship all material to any point designated F.O.B. origin. If the material is the property of Printing Co-op, Printing Co-op may use said materials on other production runs and will advise the customer of this decision. Printing Co-op reserves the right to reject an order if the order is entered with specifications other than those that were quoted when the order was placed or if the order is entered more than 30 days after the date of the quotation.

2. **EXPERIMENTAL WORK** performed under the direction of customer's request and against a bona fide purchase order (or, in lieu of this, a proper letter of direction from an authorized person) shall be charged to the customer at a "cost plus profit" basis.

3. **PAPER STOCK AND/OR OTHER MATERIAL FURNISHED BY THE CUSTOMER:** If the customer desires to furnish paper stock or any other material, it must, first of all, be completely satisfactory to Printing Co-op, who must be fully aware of this at the time of bid. Printing Co-op must be informed of the manufacturer, of the material, the method of delivery, and the dates of delivery. Material supplied must be of a quality that Printing Co-op considers completely acceptable. Printing Co-op will not be responsible for inordinate waste incurred in the use of stock furnished by the customer. However, Printing Co-op should exercise prudence in the care and use of such stock.

4. **LAYOUTS AND DUMMIES:** All layouts and dummies created by Printing Co-op remain the property of Printing Co-op and may not be used by the customer. Conversely, all layouts or dummies supplied by the customer to Printing Co-op remain the property of the customer and may not be retained as the property of Printing Co-op without the written consent of the customer.

5. **ARTWORK, NEGATIVES, PLATES, POSITIVES, OVERLAYS & TEMPLATES:** Original artwork remains the property of Printing Co-op unless purchased by payment of a separate fee. Ownership of any and all of these items is determined entirely upon who created them. If the customer desires property that was created or supplied by Printing Co-op, that property should be transferred to the customer for an additional full payment, plus profit, for the work involved. The liability of Printing Co-op goes no further than to faithfully reproduce the products from the materials supplied by the customer. Printing Co-op is not required to store these materials beyond the time of delivery unless both parties agree upon additional fee for storage. If such storage is agreed upon, the agreement must clearly state whether Printing Co-op remains liable for them in the event of loss or damage.

6. **PMS:** Color may not match exactly, only near tonal values may be expected. PMS color may vary from the original order and reorders.

7. **COPYRIGHT / TRADEMARK LAWS:** Printing Co-op assumes that all artwork submitted by the customer is in full compliance with the laws governing copyright and/or trademark. Printing Co-op will not be held liable for any damages, costs, or expenses arising under these laws as consequences or our use of this artwork.

8. **PROOFS:** At least one proof of each plate and each part is to be submitted along with the original customer copy. The proof and the original copy are to be returned to Printing Co-op as manufacturing guides. If additional proofs are required, they are charged for.

9. **ALTERATIONS:** On each proof, alterations must be clearly indicated and signed by the customer and by the sales representative of Printing Co-op. Also, for each item altered, it must be clearly indicated whether it is a customer's alteration and must be charged for, with a proper profit to Printing Co-op or whether it is Printing Co-op's alteration or error and is in no way chargeable to the customer.

10. **NUMBERING:** The type, location, and style of numbering shall be clearly stated on the customer's quotation request and confirmed on Printing Co-op's bid. It is understood that Printing Co-op has no responsibility to make up missing numbers unless specifically stated in the customer's quotation request, confirmed in Printing Co-op's bid, and stipulated in the purchase order. Crash numbers are recommended to the customer wherever possible to minimize missing numbers.

11. **SPLICES AND BREAKS:** Printing Co-op is not responsible for any splicing or for manufacturing forms with less than one break in every three cartons unless clearly stated on the quotation, on the bid, and on the final purchase order from the customer.

12. **DEVIATION IN QUANTITY:** The great majority of orders are subject to plus or minus 10% of the original quantity. This is necessary so as to conserve vital materials and avoid inordinate waste. However, Printing Co-op will have awareness not to automatically factor in a 10% overrun in every instance. An exception to this "10%" rule is that orders of more than 100,000 conventional one-part form without special features are subject to plus or minus 5% of the original quantity. Any deviation from this practice will be clearly stated by the customer and accepted by Printing Co-op. If at the completion of the job the plus or minus 10% (or plus or minus 5% for orders of more than 100,000 conventional one-part forms without special features) has been exceeded, Printing Co-op will have the right to ask customer prior to shipment that the overrun or under-run be accepted. It will be the final decision of the customer whether such an overrun or under-run is accepted. In the case of an overrun that is not accepted but that has already been shipped, the customer at the option of Printing Co-op, must return or destroy the overrun. In orders involving special materials that are often shipped short, Printing Co-op will not be liable to make up deviations below 10%.

13. **GRANT OF RIGHTS AND COPYRIGHT NOTICE:** Grant of any reproduction rights is conditioned upon receipt of payment in full and use of proper copyright notice. All rights not expressly granted remain the exclusive property of Printing Co-op. Unless otherwise stated on the face of this invoice, duration of the grant of rights is one year from invoice date and limited to use in the United States of America.

14. **DELIVERY:** Unless otherwise specified, the price quoted is for a single shipment, without storage, and is F.O.B. origin. All proposals based upon a series of shipments at one time or a series of shipments throughout a given period of time, with or without storage, shall be specifically stated in the customer's quotation request, confirmed in Printing Co-op's bid, and stipulated in the purchase order. In the event that storage takes place, under no circumstances will storage be required for more than the period agreed upon by the involved parties. Liability for damage to forms in storage will be assumed by an insurance policy covering the items stored and it is the responsibility of the customer to ascertain that forms in storage are properly insured. A portion of Printing Co-op's terms and conditions will state that, at the end of the storage period agreed upon, all forms are to be shipped and paid for (if not previously paid for) at that time. If storage of the forms as the property of the customer is to continue from that time forward, it will be done on the basis of a cost plus profit to Printing Co-op yielding a monthly storage charge. Taxes incurred as a result of storage will be paid for by Printing Co-op but will be part of the cost of the forms to the customer.

15. **DELAYS IN DELIVERY:** All items produced by Printing Co-op are made contingent upon the inability to delivery due to shortages of material, carrier delays, wars, strikes, fires, floods, accidents, government decrees (either foreign or domestic), or other contingencies beyond the manufacturer's control, such as acts of God. Printing Co-op shall not be responsible in such contingencies. Printing Co-op must make the customer aware of the problem as soon as it develops, and the customer shall not be held liable for cancellation of the order except for usable composition.

16. **PERFORMANCE OF THE PRODUCT:** The customer shall neither expect nor hold Printing Co-op responsible for the proper running qualities of forms (such as continuous forms run on a high-speed printer, scanner, decollator, etc.) unless the following factors have been met:

- That the machine used to process the forms has been clearly stated in the customer's quotation request, the Printing Co-op bid, and the purchase order.
- That before the forms are ordered, the machine used to process the forms has been tested and found to be in acceptable condition and not in need of repair that would make the product malfunction.
- That in the event of a dispute arising from a claim that the forms' performance on the machine is unsatisfactory because of a defect or defects in the manufacture of the forms, the customer will have a Customer Engineer (CE) present for the various companies involved in the dispute can demonstrate to Printing Co-op's satisfaction that the machine is indeed in acceptable condition and not in need of repair that would make the product malfunction.

17. **CLAIMS:** All claims of defective merchandise should be made to Printing Co-op as soon as the problem is discovered and then followed up in writing. Printing Co-op shall not be held liable for any costs for manufacturer's downtime, programming time, processing time, or other consequential damages, including profits (or profits lost). Printing Co-op's liability is limited to cost or replacement of the product and necessary shipping charges. If a dispute arises as to whether or not a particular order is usable, every reasonable effort should be made by all involved parties to discuss and resolve the problem in an expeditious and equitable manner and to preserve the relationship among all parties.

18. **TAX:** Should any tax hereafter be imposed by law, government agency, and/or board, affect the merchandise billed herein after, customer agrees to pay such tax in addition to the amount of each invoice as the same invoice becomes due and payable.

19. **ATTORNEY'S FEES:** If not paid within thirty (30) days, this invoice shall be subject to a 1-1/2 percent per month service charge effective as of the date of delivery. In the event it is necessary to commence collection proceedings, buyer shall pay all collection costs incurred, including reasonable attorney's fees.

CTA PRINTING CO-OP

"Custom printing at reduced costs thru the power of group buying"



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P.O. Box 2439, Chino, CA 91708-2439
Tel: 800.583.3515 • Fax: 909.984.0659
www.ctaprintingcoop.com

Office Hours: Mon-Thur 7:30AM-5:30PM • Fri-Sun Closed

