

TERMS AND CONDITIONS OF BUSINESS CONTRACT

Orders accepted by 1to1Printers (Printer) from its customers (Customer) are subject to the following Terms and Conditions, which should be considered contractual in nature and are based on the Printing Industry's market practices. If you agree to do business with us, you agree to these Terms & Conditions:

1. Proposals (Estimates) shall be open for acceptance for a maximum period of thirty days only. **Quoted Prices on Estimates may change** if client changes any aspect of specifications. If the specifications of the final job differ from what had been originally described and made the basis of the Quote, the Proposal shall be considered void. The Customer shall nevertheless reimburse Printer for any and all costs incurred.
2. Orders entered by Customer and accepted by Printer cannot be cancelled unless and until Printer is reimbursed for any and all costs incurred in connection with the order. **A Restocking Fee and all other incurred expenses will be charged to Customers on Cancelled orders.** Acceptance of orders is subject to contingencies such as fire, water, strike, vandalism, acts of God, and causes beyond the Printer's control.
3. **Any work performed at Customer's request** (Preliminary work, Translating, Editing, Alterations and/or file Modifications) in addition to that specified in the original Proposal **will be billed to Customer at Printer's current rates.** Sketches and all creative work developed or furnished by Printer are the Printer's exclusive property. Printer must give written consent for any use of all its work and for any ideas derived from it. All original artwork is the exclusive property of the Printer, who owns all copyrights. Original artwork may be purchased from Printer at an agreed price.
4. **Production schedules will be provided and followed by both the Customer and the Printer.** Any overtime required because the acceleration in a delivery schedule requested by Customer will be billed to Customer at current rates. There will be no liability or penalty for delays due to state of war, riot, fire, power outages, acts of God, or other causes beyond the Printer's control. If production schedules are not adhered to by the Customer, final delivery date will be adjusted accordingly.
5. **Printer will furnish one set of proofs and Customer shall demand one.** Corrections shall be made by Customer on the proof and returned to Printer marked "OK" or "OK with corrections", and signed by Customer. An additional charge will be made to Customer for the production of revised proofs. Printer shall not be liable for errors if the work is printed according to Customer's written or verbal OK, or if changes requested are communicated verbally by Customer. When Customer waives the right to review a final printed proof, Customer shall accept work as is.
6. Customer understands that sketches, copy, dummies, proofs and preparatory work shown to the customer are intended to illustrate only the general type and quality of the work.
7. **Printer will assume no responsibility or liability for incorrect out if Customer does not provide revised, correct, and ready-to-print electronic media (including all files, fonts, graphics, data bases, etc.), if Customer waives the right to review and sign printed proofs, if the work is printed per the Customer's signature, if requests for changes are communicated orally, and/or if Customer opts for incorrect production methods.**
8. Overruns or under-runs will not exceed 10% of the quantity ordered. Printer will bill accordingly.
9. Printer will maintain extended coverage and property insurance, which will cover all property belonging to the Customer while such property is in the Printer's possession. **Customer's property of unusual nature or possessing a value in excess of normal print reproduction costs shall be separately insured by Customer, at Customer's expense.** Customer agrees that in no case shall Printer's liability for damaged property exceed the proceeds received from the insurance carrier in relation to the damage incurred.
10. **Prices are quoted F.O.B. Printer's dock in Houston, Texas.** Customer agrees that Printer shall not be liable for damage to goods in transit, nor for the responsibility to carry insurance covering such goods while in transit. Customer agrees to file claims for both visual and concealed damage against the carrier involved. Title to finished work shall pass to Customer upon loading to any delivery vehicle (including vehicles owned and operated by Printer) at Printer's dock.
11. **Customer must maintain original file of work and furnish only a back-up copy.** Customer-furnished materials shall be manufactured delivered according to Printer's specifications. All such property is stored at Customer's own risk, and Printer shall not be liable for loss or damage. Printer is not liable for storing completed jobs or electronic data files of completed jobs.
12. **Claims for defect, damage or shortage shall be made in writing within 5 days from the date of delivery of the job, otherwise the job shall be considered accepted in full. Printer's liability shall be limited to the amount of the stated selling price of any defective printed material.**
13. **Customer warrants that the work does not violates any copyright law.** Customer also warrants that material does not threaten anyone's right to privacy or other personal economic rights. The Printer reserves the right to use its own discretion in refusing to print anything it deems illegal, libelous, scandalous, improper, and/or infringing a copyright law.
14. **Customer indemnifies and holds harmless Printer from any and all loss, cost, expense and damages from any and all claims and actions that may be instituted against Printer upon grounds asserting or alleging that the printed material produced by Printer for Customer violates any privacy, copyright, proprietary, or intellectual property right of any person, or that such material contains any matter that is libelous or invasive of any person's right to privacy.** Customer agrees promptly to defend, and continue other defense of, any such claim, demand, action, or proceeding that may be brought against Printer.
15. **Customer agrees to allow Printer to maintain in file copies (Samples) of the completed work for an indefinite period of time.** Furthermore, Customer agrees that Printer may display and use these Samples in order to demonstrate the quality and characteristics of Printer's job to potential and current customers.
16. **Customer will pay in full each invoice, including appropriate taxes, when work is completed (C.O.D.) unless Credit Terms have been agreed by both parties in writing. Customer agrees that finance charges of 18% annual rate will be charged to accounts over 60 days after invoice date.** Furthermore, Customer agrees that any invoices turned over for collection will be assessed a 35% late fee and any trade discounts will be revoked and standard retail pricing will be collected along with all fees due. The person placing the order is liable for all payment, collection, and late fees unless otherwise agreed in writing by Printer.
17. These Terms and Conditions shall be governed by and interpreted under the Laws of the State of Texas. **Placing an order constitutes that Customer has agreed to all terms stated above.**