

# design.matters

## Creative Services LLC

### 1. QUOTATION

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

### 2. PRINTING ORDERS

A printing order that is cancelled after the printing process has begun will be billed in full as quoted by Design Matters.

### 3. EXPERIMENTAL WORK

Experimental work performed at a customer's request, such as sketches, drawings, composition, plates, presswork or any other materials will be charged at current rates and may not be used without consent of Design Matters.

### 4. PREPARATORY WORK

Sketches, copy, mechanical dummies and all other preparatory work created or furnished by Design Matters, shall remain the exclusive property of Design Matters. No use of same shall be made or any ideas obtained there from be used, except upon compensation to be determined by Design Matters.

### 5. CONDITION OF COPY, ORIGINALS AND TRANSPARENCIES

Estimates and quotes are based on the receipt of original copy and are subject to change if different from any verbal communication.

### 6. PREPARATORY MATERIALS

Artwork, type, plates, negatives, positives and other items when supplied by Design Matters shall remain the exclusive property unless otherwise agreed in writing.

### 7. ALTERATIONS

Any color corrections, dot etching or extensive shifts in color, intensity or cast are chargeable alterations.

### 8. PROOFS

Proofs shall be submitted for all design or printing orders. Corrections are to be made on proof, returned marked "OK" or "OK with corrections" and signed by customer. If revised proofs are desired, request must be made when proofs are returned. Design Matters regrets any errors that may occur through production undetected, but cannot be held responsible for errors if the work is printed per customers "OK" or if changes are communicated verbally by customer. Design Matters shall not be responsible for errors if the customer has not ordered, has refused to accept proofs, has failed to return proofs with indication of changes or has instructed Design Matters to proceed without submission of proofs.

### 9. PRESS PROOFS

Unless specifically noted in quotation, press proofs will be charged 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 make ready. Any changes, corrections or post press time due to customer's change of mind or delay will be charged for at current rates.

### 10. COLOR PROOFING

Color proofs furnished by Design Matters are only a facsimile. The actual printing may vary due to many factors beyond the control of Design Matters.

### 11. DELIVERY

Charges related to delivery are not included in any quotations unless specified. Special priority 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 or quantities indicated on such tickets cannot be verified and Design Matters cannot accept liability for shortage based on supplier's tickets.

### 12. PRODUCTION SCHEDULES

Production schedules will be established and adhered to by customer and Design Matters, provided that neither shall incur any liability or penalty for delays to state of war, riot, civil disorder, fire, strikes, accidents, action of Government or civil authority and acts of God or other causes beyond the control of customer or Design Matters.

### 13. CUSTOMER FURNISHED MATERIALS

Paper stock, camera ready copy, film, color separations and other customer furnished materials shall be manufactured, packed and delivered to Design Matters specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer.

### 14. TERMS OF PAYMENT

Payment shall be net cash twenty-one (21) days from date of invoice unless otherwise provided in writing. Design Matters liability shall be limited to stated selling 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, Design Matters shall have the right, if necessary, to retain possession of all customer property in Design Matters possession including work in process and finished work. Accounts overdue are subject to all legal fees and collection charges.

### 15. INDEMNIFICATION

The customer shall indemnify and hold harmless Design Matters 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 Design Matters on grounds alleging that the said goods violates any copyright of any proprietary right of any person, or that it contains any matter that is scandalous, or invades any person's right to privacy or other personal rights.