



# Terms & Conditions

## QUOTATIONS \ ESTIMATES

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

## EXPERIMENTAL WORK

2. Experimental work performed at customer's request, such as sketches, drawings, composition, plates, presswork, and materials will be delivered to Customer and Customer will be charged at current rates.

## ACCURACY OF SPECIFICATIONS

3. Quotations are based on the accuracy of the specifications provided. Upon prior written notice to Customer, Dimaco, Ltd can quote a job at the time Customer submits spec changes if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.

## PREPARATORY MATERIALS

4. Art work, type, plates, negatives, positives, and other items shall remain the exclusive property of the party that supplied same unless otherwise agreed in writing. Sketches, copy, dummies, and all other types of preparatory work created or furnished by a party to this agreement remain their exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation mutually agreed to by both Parties. Dimaco, Ltd. acknowledges that Customer, is the sole and exclusive owner of all trademarks used by Customer and/or any other trademarks may, from time to time, adopt or apply. Dimaco, Ltd. shall not use, for any purpose, without prior written consent of Customer, any trademarks or trade names (in whole or in part) of Customer. All requests for permission to use any of Customer's trademarks shall be in writing and shall be accompanied by the proposed text or document in which Dimaco, Ltd. proposes to use same.

## ELECTRONIC MEDIA/ IMAGES

5. 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

6. Alterations represent work performed in addition to the original specifications. If alterations are necessary upon customer's request or customer consents to an alteration proposed by Dimaco, Ltd., such additional work shall be charged at current rates and be supported with documentation upon request.

## PREPRESS PROOFS

7. 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 written O.K.. 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 in writing to proceed without submission of proofs.

## PRESS PROOF

8. 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 make-ready. 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

9. 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

10. Overruns or under runs

## CUSTOMER'S PROPERTY

11. 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

12. Unless otherwise specified, the price quoted for a single shipment, without storage, F.O.B. local customer's place of business. 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

13. 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

14. 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.

#### TERMS \ CLAIMS \ LIENS

15. Payment shall be collected 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.

#### CONFIDENTIALITY

16. "Confidential Information" means either Party's business and/or technical information, customer/prospect lists, financial information, business and/or marketing plans, trade secret information, pricing, discounts, volume of business, flight information, identity of BAC passenger on BAC aircraft, and any other information or data, regardless of whether in tangible form.

Each party will protect the secrecy of all Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. In the event Customer's Confidential Information is accessed by a party not authorized by Customer and while in the care of or use by Dimaco, Ltd, Dimaco, Ltd shall immediately notify Customer and take all remedial actions directed by Customer and at Dimaco, Ltd's sole expense. Neither party will use or disclose the other party's Confidential Information except as permitted in this section or for the purpose of performing obligations under this Agreement, and as required by court order or other lawful government action, but only to the extent so ordered, provided the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure as immediately described above, the receiving party will provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order.

Confidential Information excludes information that:

- (a) is publicly available other than by an act or omission of the receiving party;
- (b) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination and disclosure;
- (c) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; or
- (d) was independently developed by the receiving party without use of the disclosing party's Confidential Information.

The confidentiality obligations of each party will survive expiration or termination of the Agreement. Upon termination of the Agreement, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request, destroy all Confidential Information, including copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party will certify in writing its compliance with this section.

#### LIABILITY

17. 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. CUSTOMER SHALL, IN NO EVENT, BE LIABLE TO DIMACO, LTD. FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES AND/OR PUNITIVE DAMAGES OF ANY KIND OR NATURE UNDER ANY CIRCUMSTANCES OR FOR ANY REASON. CUSTOMER SHALL, IN NO EVENT, BE LIABLE TO DIMACO, LTD. FOR ANY DAMAGES ARISING OUT OF DIMACO, LTD'S NEGLIGENCE OR WILLFUL MISCONDUCT.

#### INDEMNIFICATION

18. 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.

**Customer Indemnification:** Dimaco, Ltd. shall release, indemnify and hold the Customer, its agents, officers, directors, employees, attorneys, representatives and affiliates, and their successors and assigns (collectively the "Indemnified Parties") harmless from and against any and all losses, claims, damages, costs, liabilities or expenses (including, without limitation, reasonable attorney's fees) suffered or incurred by any and/or all of the Indemnified Parties or to which any and/or all of the Indemnified Parties may become subject arising out of, resulting from or in connection with, (a) the willful or negligent acts or omissions of the Indemnifying Party, its agents, officers, directors, employees, subcontractors or representatives in the performance of any aspect of this Agreement; (b) the failure of the Indemnifying Party to comply with any of the terms of this Agreement, including, without limitation, breach of any of its covenants, representations, warranties, or obligations hereunder; (c) injury to, or death arising out of, or in any way connected with Indemnifying Party's performance of its obligations under this Agreement; (d) damage to or loss of use of any property, including property of Indemnifying Party or any third parties arising out of Indemnifying Party's performance of this Agreement; (e) allegations against Customer that said printing violates any copyright or 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 contributed by Customer.

#### STORAGE

19. 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

20. 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.

#### CHANGES OR CANCELLATIONS

21. Cancellation by Customer after an order estimate is signed by Customer and the 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.

#### JURISDICTION

22. 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 repromuglated, Annual Convention, Printing Industries of America, Inc. 1945, 1974, and 1994.

Company: \_\_\_\_\_ Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_ Phone: ( \_\_\_\_\_ )

Customer Signature \_\_\_\_\_ - \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

