

ROLLING PRESS TERMS & CONDITIONS

By placing an order, you are forming a legally binding contract with Rolling Press for products and services, and you agree to be bound by the following Terms and Conditions.

Rolling Press reserves the right to update our Terms and Conditions without notice.

Payment

The fees for Rolling Press products and services, which include the cost of processing, printing, shipping and/or mailing, and any other charges applicable, are due and payable together with the submission of an order. Orders in the state of New York are subject to state sales tax unless a resale certificate is submitted at the time of order placement. Rolling Press requires a 50% deposit of the agreed upon estimate, or pre-payment on all orders with the exception of certain customers pre-approved for Credit Terms. Rolling Press grants Credit Terms on the print portion of orders only. All mailing services and postage related fees must be prepaid. Rolling Press accepts Purchase Orders from government and educational institutions with prior approval and requires the submission of the PO number at the same time the order is submitted. Any amount due to Rolling Press, which is not paid, may result in non-delivery of the order, and interest charges as allowed by law. Customers are responsible for all related collection costs, legal fees and interest. All returned checks will be charged a fee of \$25.

Color Reproduction & Quality

Rolling Press will meet print industry standards regarding color and quality. The accuracy of each color reproduction is targeted to be within 90% of the approved proof, provided that the proof simulates the intended paper surface (e.g. inkjet proofs simulate coated papers, but not uncoated papers). Otherwise, Rolling Press will faithfully interpret a close proximation of color as conditions will allow. Rolling Press accepts no responsibility whatsoever for color variations between submitted images and the actual artwork or product they represent because of the limitations in printing. Rolling Press cannot assume color accuracy unless a hard proof is ordered.

Clients must provide print ready files suited for the commercial printing process. Rolling Press is not liable for files printed poorly due to low resolution images provided by the client. Clients are fully responsible for all text and layouts. Furthermore, Rolling Press is not responsible for errors and omissions in artwork, either supplied by the client or edited by Rolling Press, approved by the client.

Clients must provide all full color printing images in CMYK format. Rolling Press is not responsible for the color shift that occurs in conversions from RGB to CMYK color modes. Orders requiring spot colors must be created using PMS colors.

Over-Runs and Under-Runs

Rolling Press follows the industry standard of +/- 10% regarding over-runs and under-runs. Overruns or underruns not to exceed 10% of the amount ordered shall constitute an acceptable delivery. If you receive more prints than you ordered, these are complimentary extras that are sent to you at no charge. Any deficiency shall be credited to your account proportionately. If a required quantity is needed, this must be stated when order is placed.

Soft & Hard Proofs

A soft proof is sent to the client's email address in PDF format. The soft proof will be completed within one business day once the print ready files have been uploaded to the order. The client can view it on a computer screen or download and print. The soft proof represents only the design layout, text accuracy, image proportion and placement; it is not meant for reviewing color accuracy or density. Rolling Press cannot guarantee color quality unless a hard proof is ordered. In the case of online orders, soft proofs are created and presented during the process. Approval of soft proofs are required before the order is purchased.

A hard proof is a printed simulation of the final result. For digital printing, hard proofs are printed on the actual stock using the same press that will print the final, approved product. For offset printing, a hard proof is a printed proof that has been calibrated to the press that will print the final, approved product. The proof media will best simulate a coated stock. Projects that are specified for uncoated stocks will use the same hard proof as a color target where the accuracy of color will be affected by the physical behavior of wet ink on uncoated paper. Hard proofs can be reviewed on site, or can be mailed to the account address. Delivered hard proofs must be • If order is not completed within 60 days of being placed due to client's delay, it will be cancelled by Rolling Press and charged according to the terms above.

Claims

All claims regarding printed jobs must be submitted in writing for evaluation within 10 business days of receiving your product. Any claims submitted after this deadline will not be accepted.

If the claim is for a print replacement (reprint) or 100% credit (refund), we will ask that you send back the entire product in person or by shipping carrier, before a final adjustment or reprint will be completed. All other adjustments or credits will be evaluated based on a job-to-job basis.

Indemnification

You agree to indemnify and hold Rolling Press and its parent companies, subsidiaries, affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, violation of these Terms and Conditions, or other infringement by you, or any other user of your member name, of any intellectual property or other right of any person or entity.

returned to Rolling Press to initiate order turnaround. If your order is color critical, Rolling Press strongly suggests you purchase a hard proof. Any changes to orders must be in writing. Rolling Press will not proceed with verbal corrections or approvals.

Rolling Press will contact the client (by e-mail or by phone) when errors are detected in supplied files. The client will be alerted to the issue and given the following choices:

1. Resubmit a corrected file.
2. Request an estimate for Rolling Press to correct your files.

Turnaround Time

The turnaround time selected by the client begins with online proof approval of our soft proofs or when approved hard proofs are returned to our location. If your job or proof is approved after 3:00 P.M. EST, printing turnaround time begins next business day. Please make a note that Rolling Press is closed on Saturdays, Sundays, and Holidays. Your selected turnaround time does not include shipping and should be taken into consideration when choosing your method of shipping.

Printing turnaround for approved orders is guaranteed. If your deadline is not met our policy is to refund any rush charges or upgrade a future order to include rush services. Only orders with written instructions regarding a specific ship date will be considered for a full refund. The date requested, however, must be achievable with the selected print turnaround.

Mailing Services

Mailing list(s), while in Rolling Press's control, is/are the sole property of the client and shall be used only with the client's instructions. Once the piece is delivered to the USPS, Rolling Press's responsibility ends. Rolling Press is only responsible for the preparation and delivery of mailing pieces. In no case is Rolling Press liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job.

Shipping & Handling

Delays or damages during shipping are the sole responsibility of the carrier providing shipping services. For UPS claims please call 1-800-PICK-UPS. For FedEx claims please call 1-800-GO-FEDEX. For delivery messenger claims, Rolling Press will first try to act as a mediator, and will provide the contact information of the hired company in necessary. Rolling Press is not responsible for delays or damages caused during shipping.

Cancellation of Orders

Cancelled orders require compensation for incurred costs and related obligations:

- If no work has been done, a full refund or credit will be issued.
- If a soft proof is completed there will a charge of \$40.00.
- If a hard proof has been completed, the client is responsible for the cost and delivery of the proof (hard proof costs vary based on job description).
- If the order has been printed (regardless of shipping status), no refund is available.