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TERMS AND CONDITIONS

- 1. ACCEPTANCE:** The acceptance of any order and terms of payment on all sales and orders are subject to the approval of the credit department of Picky Print Production, Inc. (Picky Print). The terms and conditions of Picky Print's credit application will be deemed to be a part of all orders and contracts of sale unless such terms are expressly waived in writing by Picky Print. If there is any conflict between these terms and conditions and customer's purchase order, these terms and conditions shall control.
- 2. QUOTATION:** All quotations are good for thirty (30) days. In addition, all prices are subject to review upon inspection of final art. All prices are based on material costs at the time of quotation.
- 3. ORDERS:** Orders regularly placed, verbal or written, cannot be canceled except upon terms that will compensate Picky Print against loss incurred in reliance on the order.
- 4. EXPERIMENTAL WORK:** Experimental work or preliminary work performed at the customer's request will be charged at current rates and may not be used until Picky Print has been reimbursed in full for the amount of the charges billed.
- 5. CONDITION OF COPY:** Upon receipt of original copy or artwork, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotations shall be rendered void and a new quotation issued.
- 6. PREPARATORY MATERIALS:** "Reusable pre-press materials" shall be the property of the customer. All other preparatory materials when supplied by Picky Print, shall remain its exclusive property unless otherwise agreed in writing.
- 7. ALTERATIONS:** Alterations represent work performed in addition to the original specification. Such additional work shall be charged at current rates and be supported with documentation upon request.
- 8. PRE-PRESS PROOFS:** Pre-press proofs shall be 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. Picky Print cannot be held responsible for errors under either or both of the following conditions: if the customer fails to return proofs with indication of changes, or if the customer instructs Picky Print to proceed without submission of proofs.
- 9. COLOR PROOFING:** Because of differences in equipment, processing, proofing substrates, material substrates, inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery.
- 10. CUSTOMER-FURNISHED MATERIALS:** Substrates, inks, copy, color separations, and other customer-furnished material shall be manufactured, packed, and delivered to Picky Print's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer.
- 11. CUSTOMER'S PROPERTY:** Picky Print will maintain fire, extended coverage, vandalism, malicious mischief, and sprinkler leakage insurance on all property belonging to the customer while such property is in Picky Print's possession: Picky Print's liability for such property shall not exceed the amount recoverable from such insurance. Customer's property of extraordinary value shall be insured through mutual written agreement.
- 12. DELIVERY:** Unless otherwise specified, the price quoted is for a single shipment without storage, F.O.B. Picky Print's platform. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Special priority pickup or delivery service will be provided at current rates upon customer's request. Materials delivered from customer or its suppliers are verified with delivery ticket as to cartons, packages, or items shown only.
- 12. DELIVERY CONT:** The accuracy of quantities indicated on such tickets cannot be verified and Picky Print cannot accept liability for shortage based on supplier's tickets. Title 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.
- 13. PRODUCTION SCHEDULES:** Production schedules will be established and adhered to by customer and Picky Print, 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, actions of government or civil authority, and acts of God or other causes beyond the control of customer or Picky Print. Where production schedules are not adhered to by the customer, final delivery date(s) will be subject to renegotiation.
- 14. CLAIMS:** Claims for damage or defects, shortages or deduction for erroneous charges must be presented in writing to Picky Print within 10 days after receipt of the goods and all goods claimed to be defective shall be held for inspection by Picky Print or such claims will not be allowed. No goods will be taken back and credited or replaced unless arrangements for such return have been made and approved in advance by Picky Print.
- 15. PAYMENT:** If payment is received by Picky Print after the due date stated, a late charge at the rate of 1.5% per month of the overdue amount, computed from the due date to the date payment is received by Picky Print, shall be paid by customer to Picky Print upon demand; provided, however, that such late charges shall not exceed the maximum amount allowed by law. If payment is not made according to the terms and conditions hereof, customer agrees to pay on demand all costs of collection including collection fees, reasonable attorneys' fees, and court costs, whether or not action is commenced or whether or not such action proceeds to judgment.
- 16. WARRANTY:** NO WARRANTY OF FITNESS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED OR STATUTORY, IS MADE BY PICKY PRINT AS TO ANY GOODS EXCEPT THAT PICKY PRINT AGREES TO REPLACE, OR AT ITS OPTION, GIVE CREDIT FOR SUCH GOODS AS PICKY PRINT DEEMS TO BE DEFECTIVE. IN NO EVENT SHALL PICKY PRINT BE LIABLE FOR LABOR COSTS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES.
- 17. INDEMNIFICATION:** The customer shall indemnify and hold harmless Picky Print from any and all loss, cost, expense, and damages (including court costs and reasonable attorneys' fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against Picky Print on grounds alleging that the said printing violates any copyrights or any proprietary right of any person, or that it contains any matter that is libelous or obscene or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that Picky Print contributed to the matter. Customer agrees, at the customer's own expense, to promptly defend and continue the defense of any such claim, demand, action, or proceeding that may be brought against Picky Print, provided that Picky Print shall promptly notify customer with respect thereto, and provided further that Picky Print shall give the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.
- 18. JURISDICTION:** This agreement is entered into in the State of California and shall be governed, construed, interpreted, and enforced under and in accordance with the laws of the State of California. Customer agrees that any legal action to enforce the terms of this agreement shall be brought only in the State and Federal Courts having jurisdiction over Los Angeles County, California, and customer consents to the jurisdiction of these courts.
- 19. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the customer and Picky Print with respect to the transactions contemplated herein and all prior discussions or negotiations are hereby superseded in their entirety. No modification of or amendment of this agreement, nor any waiver of any rights under this agreement, shall be effective unless agreed to in writing by Picky Print.