

# Standard Terms and Conditions of Purchases and Sales

## 1. QUOTATION

A quotation not accepted within thirty (30) days is subject to review. All prices are net, FOB printer's plant unless otherwise specified. Any local, state or federal taxes must be added to these prices when applicable.

## 2. ACCURACY OF SPECIFICATIONS

Quotations are based on the accuracy of the specifications provided. Barefoot Press reserves the right to requote a job at the time of submission if copy, film, electronic file, or other input material doesn't conform to the information on which the original quotation was based.

## 3. ORDERS

Acceptance of orders is subject to credit approval, if applicable. Cancelled orders require Barefoot Press be compensated for incurred costs and related obligations.

## 4. EXPERIMENTAL WORK

Experimental work performed by Barefoot Press at customer's request, such as sketches, drawings, compositions, plates, presswork and materials will be charged for at current rates and may not be used without written consent of Barefoot Press.

## 5. CREATIVE WORK

Sketches, copy, dummies, and all preparatory work created or furnished by the provider, shall remain the exclusive property of the provider, and no use of same shall be made, nor any ideas obtained therefrom be used, without written consent of the provider.

## 6. PREPARATORY MATERIALS

Artwork, type, plates, negatives, positives, and all other items supplied by the provider shall remain the exclusive property of the provider.

## 7. TELECOMMUNICATIONS

Unless otherwise agreed, the customer will pay for all transmission charges. Barefoot Press is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

## 8. ELECTRONIC FILES

It is the customer's responsibility to maintain a copy of the original file. Barefoot Press is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by Barefoot Press, no claims or promises can be made about Barefoot Press' ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or formatting needed to utilize customer-supplied files will be charged at prevailing rates.

## 9. CONDITION OF COPY

Estimates for typesetting are based on the receipt of original copy or manuscript clearly typed, double-spaced on 8.5" x 11" uncoated stock, one-side only. Condition of copy which deviates from this standard is subject to re-estimating and pricing review by Barefoot Press at time of submission of copy, unless otherwise specified in estimate.

## 10. ALTERATIONS

Alterations represent work performed in addition to the original specification. Such additional work shall be charged at current rates.

## 11. PREPRESS PROOFS

Proofs shall be submitted with original copy. Corrections are to be made on "master set," returned marked "OK" or "OK with corrections," and signed by customer. If revised proofs are desired, request must be made when proofs are returned. Printer regrets any undetected errors, but cannot be held responsible for errors if:

- bluelines and/or other proofs are not required by the customer;
- the work is printed per customer's OK;
- approval of proofs or requests for changes are communicated verbally.

## 12. COLOR PROOFING

Because of differences in equipment, paper, inks and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected, and shall be considered acceptable performance.

## 13. PRESS PROOFS

Press proofs will not be submitted, unless provided for in this quotation, except at an additional charge. A press sheet can be submitted for customer approval only if customer is present at printer's location during makeready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at Barefoot Press' current rates. When press proofs are submitted, whether on an additional charge basis or included in the original base price, a good commercial match of approved press proof shall constitute acceptable delivery.

## 14. OVER RUNS OR UNDER RUNS

Over runs or under runs will not exceed 10% of quantities ordered. Barefoot Press will bill for actual quantity delivered within this tolerance. If customer requires guaranteed "no less than" delivery, percentage tolerance of overage must be doubled.

## 15. DELIVERY

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. printer's plant. Proposals are based on continuous and uninterrupted delivery of complete order. Special pickup or delivery service will be provided at current rates upon customer's request. Charges related to delivery from customer to Barefoot Press, or from customer's supplier to Barefoot Press are not included in any quotations unless specified. Materials delivered from customer or his/her 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 Barefoot Press 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. Responsibility of Barefoot Press terminates with its delivery to a responsible common carrier.

## 16. PRODUCTION SCHEDULES

Production and/or delivery schedules mentioned herein are subject to renegotiation at the time of order placement, and are approximate unless specifically guaranteed, and in any event are contingent upon customer's adherence to same. There will be no liability or penalty for delays due to: fire, earthquake, tornado, flood, drought, explosion, accident, strike, lockout, slow down, embargo, war, act or consequence of war, alien invasion, riot, government regulation or act, delay or failure of carriers or contractors, serious breakdown or other trouble in plant of Barefoot Press, act of God or public enemy, or by reason of any other cause beyond the control of Barefoot Press, whether or not the cause be of a class or character similar to those hereinabove set forth. In such cases, schedules will be extended by an amount of time equal to the delay incurred, or amount of time necessary to rectify, in good faith, trouble from which delay results.

## 17. CUSTOMER FURNISHED MATERIALS

Paper stock, camera copy, film, color separations, proofs, computer diskettes, and any other customer furnished materials shall be manufactured, packed and delivered to Barefoot Press' specifications. Additional costs due to delays or impaired production caused by specification deficiencies shall be charged to the customer. Printer will not be responsible for materials lost in production due to any cause.

## 18. CUSTOMER'S PROPERTY

Although materials belonging to the customer may be held in our plant upon request, Barefoot Press assumes no responsibility and shall not be liable for customer's property. It is the responsibility of the customer to provide for its benefit any insurance it deems necessary or desirable for its protection and the protection of its property. In the event that any liability is deemed to exist, such liability shall not exceed the amount recoverable from insurance.

## 19. STORAGE

Barefoot Press will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at additional charge. Barefoot Press is not liable for any loss or damage to stored material beyond what is recoverable by insurance.

## 20. TAXES

All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. 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 the provider for any additional taxes paid. If it should be determined that a refund is due of taxes previously paid, the customer shall petition the taxing authority for such refund.

## 21. TERMS

Payment shall be 50% upon placement of order, balance due net upon receipt of job unless otherwise provided or prearranged in writing. Claims for defects, damages or shortages must be made by customer in writing within a period of ten (10) days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that goods fully comply with terms, conditions and specifications. Printer's 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 profit lost. As security for payment of any sum due or to become due under terms of any Agreement, Barefoot Press shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in Barefoot Press' 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 interest and lien.

## 22. LIABILITY

*Disclaimer of Express and Implied Warranties:* Barefoot Press warrants only that the work will conform to the description contained in the purchase order. The customer understands that all sketches, dummies, copy and preparatory work shown are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed. Barefoot Press' maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work or portion of work in dispute. Under no circumstances will Barefoot Press be liable for specific, individual or consequential damages.

## 23. INDEMNIFICATION

The customer agrees to protect Barefoot Press from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold Barefoot Press harmless and save, indemnify, and otherwise defend Barefoot Press as well as its agents, employees and principals against claims, demands, actions and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

*1. Copyrights:* The customer warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright laws, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold Barefoot Press harmless for all liability, damages, and attorney's fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

*2. Personal or Economic Rights:* The customer warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend Barefoot Press in all legal actions on these grounds as long as Barefoot Press promptly notifies the customer of the legal action, and gives the customer reasonable time to undertake and conduct a defense.

Barefoot Press reserves the right to use its sole discretion in refusing to print anything it deems illegal, libelous, scandalous, improper or infringing upon copyright law.

## 24. SEVERABILITY

If any provision or provisions of this agreement is deemed to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision or provisions of this agreement.