



# Terms and Conditions

By proceeding with an order, client is forming a legally binding contract with Graphtech, for products and services, and agrees to be bound by the following Terms and Conditions.

## Client

If you are placing this order in the name of a company, you must be legally authorized to place this order for the company.

## Pricing & Quotations

In most cases estimates are valid for 30 days, unless otherwise specified. Estimates are based on using standard specifications, inks and materials. Prices are subject to change without notice. When the client provides their own digital files to Graphtech for printing, prices are based on clients supplying PRINT READY digital files. Failure to setup files according to these guidelines may result in additional charges. Art changes made by Graphtech, per client's request, will be subject to extra charges.

## Accuracy of Specifications

Estimates are based on the specifications understood at time of estimate. Graphtech reserves the right to invoice the job based on the actual specifications of the order placed.

## Terms of Sale

Orders require a deposit upon placing an order with balance due prior to delivery, unless otherwise agreed upon by Graphtech and client. In the event of non-payments that lead to dispute and/or litigation, the client agrees to pay all legal and collection fees incurred by Graphtech.

## Cancellation of Job

Orders cancelled by the client after receipt and acceptance of order will be subject to compensation of incurred costs and related obligations, and any other cancellation charges computed by Graphtech, but not to exceed the original value of the order.

## Art Services

Any estimate provided for design services is only an estimate based upon specifications understood at time of estimate. Actual design time will be billed by the hour and may be more or less than the estimate provided. Client's alterations to be billed additionally at the hourly rate as well as changes made after final approval of artwork, prior to printing.

## Proofing, Print Quality & Files

Graphtech will reproduce color from digital files as closely as possible, but may not exactly match color and density due to limitations in the proofing and printing process. A reasonable variation in color between original materials, proofs and the completed order, will be considered acceptable print quality. Client must provide high resolution images suited to the offset printing process. Graphtech is not liable for images printing poorly due to the client providing low resolution images. Client must provide all full color images in CMYK format.

Graphtech is not responsible for any color shift that occurs in conversions from RGB to CMYK color modes. Full color jobs that contain large solid areas of black ink should have the black set up as Rich Black. Graphtech will not be responsible for printing a consistent, solid and rich black if the client has not set up their files accordingly. It is the client's responsibility to maintain a copy of their original artwork or electronic files. Any press time lost or alterations/corrections made because of client's delay or change will be charged at current rates.

## Over or Under-runs

While every attempt will be made to ship as close to exact quantities ordered, the nature of custom manufacturing is such that we must reserve the right to ship a variance of 10% over or under the quantities ordered, unless otherwise specified. Graphtech will bill for actual quantity delivered within this tolerance.

## Errors and Omissions

Graphtech is not responsible for errors and omissions approved by the client. The client is solely responsible for errors missed during the proofing process of either artwork supplied by the client or artwork created by Graphtech. Graphtech does not and is not responsible for proofreading.

## Indemnification

Under no circumstances will Graphtech be liable for specific, individual, or consequential damages. The client agrees to protect Graphtech from economic loss and any other harmful consequences that could arise in connection with the work. This means that the client will hold Graphtech harmless and save, indemnify, and otherwise defend them against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

## Copyrights

The customer also 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 law, absence of such notice does not necessarily assure a right to reproduce. The client 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 Graphtech harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

## Personal or Economic Rights

The client also 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 client will, at the client's sole expense, promptly and thoroughly defend Graphtech in all legal actions on these grounds.

## Taxes

All amounts due for taxes and assessments will be added to the client's invoice and are the responsibility of the client. No tax exemption will be granted unless the client's Exemption Certificate accompanies the actual order. If the client has paid the invoice, and it is determined now or any time period in the future that more tax is due, then the client must promptly remit the required taxes immediately.

## Delivery and Shipping

All turnaround times are approximate and although Graphtech will make every effort to meet these deadlines, Graphtech will not be liable for any costs or damages resulting from deliveries made later than expected to the Client. Delays or damage during shipping are the sole responsibility of the carrier providing shipping services. Graphtech is not responsible for delays or damage caused during shipping.



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