

Nittany Valley Offset's (NVO) Trade Customs and Practices

1. **Quotation.** Any quotation not accepted and signed within 30 days is subject to a price change.

2. **Orders.** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of God, and other causes beyond NVO's control. Cancelled orders require compensation for any and all incurred costs and related obligations.

3. **Experimental Work.** Experimental or preliminary work performed at customer's request will be charged to the customer at NVO's current rates. This work cannot be used without written consent of NVO.

4. **Creative Work.** Sketches, copy, dummies and all other creative work developed or furnished by NVO are NVO's exclusive property. NVO must give written approval for all use of this work and for any derivation of ideas from it.

5. **Accuracy of Specification.** Quotations are based on the accuracy of the specifications provided. NVO can re-quote a job at time of submission if copy, film, disks, or other electronic media input materials don't conform to the information on which the original quotation was based.

6. **Preparatory Materials.** Art work, plates, disks, and final working electronic files and all other items supplied by NVO remain NVO's exclusive property.

7. **Electronic Manuscript or Image.** It is the customer's responsibility to maintain a copy of the original electronic file. NVO is not responsible for accidental damage to media supplied by the customer or for the accuracy of finished input or final output. Until digital input can be evaluated by NVO, no claims or promises are made about NVO's ability to work with jobs submitted in digital format. If a customer submits an Image in RGB or another mode other than CMYK, NVO assumes no responsibility for the color fidelity upon conversion to CMYK.

8. **Alterations/Corrections.** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at NVO's current rates.

9. **Prepress Proofs.** NVO will submit prepress proofs along with the original copy for the customers' review and approval. Corrections and proofs will be returned to NVO marked "O.K as is" or "Revised Proof Required" and signed by the customer. Until the proofs are received, no additional work will be performed. NVO will not be responsible for undetected production errors if:

- Proofs are not required or requested by the customer;
- The work is printed per the customer's O.K.;
- Requests for changes are communicated orally.

10. **Press Proofs.** Press proofs will not be furnished unless they have been required in writing in NVO's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during make-ready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at NVO's current rates.

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

12. **Over-Runs and Under-Runs.** Over-runs or under-runs will not exceed 10 percent of the quantity ordered. NVO will bill for actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage must be stated at the time of quotation.

13. **Customer's Property.** NVO will only maintain fire and extended coverage on property belonging to the customer while property is in NVO's possession. NVO's liability for the property will not exceed the amount recoverable from this insurance.

14. **Delivery.** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. NVO's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, NVO will charge accordingly at current rates. Charges for delivery of materials and supplies from the customers to NVO, or from the customer's supplier to NVO, are not included in the quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or it's segments, whichever occurs first.

15. **Production schedules.** Production schedules will be established and followed by both the customer and NVO. In the event that production schedules are not adhered to by the customer, delivery dates will be subject to renegotiation. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, power loss, internet failures, or other such causes beyond the control of NVO. In such cases, schedules will be extended by the amount of time equal to delay incurred.

16. **Customer-Furnished Materials.** Materials furnished by customers or their suppliers are verified by delivery tickets. NVO bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-Supplied paper must be delivered according to specification by NVO. These specifications will include correct weight, thickness, pick resistance, moisture content and other technical requirements. Any Press or Bindery costs incurred due to defective supplied paper will be billed to customer directly. Artwork, film, color separations, special dies, tapes, disks, electronic files or other materials furnished by the customer must be usable by NVO without alteration or repair. Items not meeting this

requirement will be repaired by the customer, or by NVO at NVO's current rates and billed to customer.

17. **Outside Purchases.** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

18. **Terms/Claims/Liens.** Payment is net cash 30 calendar days from date of invoice. Past due balances will be subject to a finance charge of 2% per month. Claims for defects, damages or shortages must be made in writing by the customer no later than 10 calendar days after delivery. If no such claim is made, NVO and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that NVO's performance has fully satisfied all terms, conditions, and specifications.

NVO's liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages. As security for payment of any sum due under the terms of an agreement, NVO has the right to hold and place a lien on all customer property in NVO's possession. This right applies even if credit has been extended, notes have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

19. **Liability.** 1. Disclaimer of Express Warranties: Provider warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed. 2. Disclaimer of Implied Warranties: NVO warrants only that the work will conform to the description contained in the purchase order. NVO's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will NVO be liable for specific, individual, or consequential damages.

20. **Indemnification.** The customer agrees to protect NVO from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold NVO harmless and save, indemnify and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

1. 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 bare a copyright notice because in order to be protected by copyright law, absence of such 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 NVO 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.

2. Personal or economic rights. The customer 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 economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend NVO in all legal actions on these grounds as long as NVO:

- Promptly notifies the customer of the legal action;
- Gives the customer reasonable time to undertake and conduct defense.

NVO reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

21. **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 had 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 NVO for any additional taxes paid.

22. **Mailing Lists.** Customer's mailing list(s) will not be sold or offered for use to any other party while in the possession of NVO. All Mailing List(s) are the exclusive property of the customer and shall be used only with customer's instructions. NVO will not utilize the customer's list for any other purpose.

23. **Shipping & Postal Delivery Times.** All delivery dates are estimated. NVO is not responsible for delays caused by the U.S. Post Office. NVO has no control over the U.S. Postal Service (USPS), United Parcel Service or any other common carriers' delivery schedules and cannot guarantee when mail or shipments deposited with or released to these carriers will be delivered.

NVO's responsibility is limited to preparing your mailing and completing delivery to the USPS. NVO's responsibility ends when the job is delivered to the State College Business Mail Entry. In no event shall NVO be liable for USPS performance failures or delivery delays.

24. **Errors in Mailing.** NVO shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify any mistake. Damages shall be limited to the value of the work performed. In no case is NVO liable for loss of business; incidental or consequential damages; or costs in excess of billing for services related to the specific job.

The customer will defend and hold NVO harmless in any suit or court action brought against NVO by others for alleged damages, costs, expenses (including reasonable attorney's fees), liabilities or losses resulting from circumstances where NVO, acting as the customer's agent, uses copy, photographs, or illustrations that are believed by others to be degrading, libelous or harmful to their reputations, images, or standing in the community or which in NVO's sole judgment is an infringement on a trademark, or trade name, or service mark, or copyright belonging to others, or in a suit or court action brought against NVO for actions of the customer's employees which may occur as a result of any mailing.