

General Terms & Conditions

Applicability

All sales, agreements for sale, client proposals, acknowledgments and contracts of sale, including but not limited to purchase orders and faxed orders, shall be subject to the terms and conditions stated herein.

Acceptance

Acceptance of this offer is expressly limited to the exact terms and conditions of sale contained herein and any attempt to alter or omit any such terms shall be deemed a rejection and counteroffer. Orders are subject to a quantity variation not to exceed 10% over/under the amount ordered and CUSTOMER will be billed accordingly at time of invoicing.

Changes - Changes in order quantity or specification must be delivered to Tailored Printing, Inc. in writing and are subject to approval by Tailored Printing, Inc. Any resulting increased cost will be born by the CUSTOMER.

Terms of Payment

Invoices - CUSTOMER agrees to pay for merchandise and/or services upon receipt of invoice unless indicated otherwise. In the event that payment is not made as indicated, the CUSTOMER agrees to pay all collection costs, legal expenses and attorneys' fees incurred or paid by Tailored Printing, Inc. in collecting payment including monthly interest charges at an annual rate of 18% on payments not paid within 30 days of issuance computed on the unpaid balance to date of payment. Tailored Printing, Inc. will only be responsible for errors in the work to the amount of the fee charged.

Deposit Requirement - Deposits shall be required as determined by Tailored Printing, Inc. and in such amounts as stated on the client proposal.

Taxes - Prices do not include any applicable sales, use, excise or other tax. Any applicable taxes will be added to prices at time of invoicing and CUSTOMER agrees to pay the same. CUSTOMERS exempt from taxes must furnish Certificates of Exemption at time of execution of the agreement or such taxes will be charged.

Cancellations

Orders are firm and not subject to cancellation without the agreement of Tailored Printing, Inc. A percentage of CUSTOMER's purchase price covering all costs for work done will be applied to cancelled orders.

Artwork and Graphics

Unless otherwise stated, prices based on customer-furnished, print-ready copy. This order may include a charge for producing artwork or graphics. Any such artwork or graphic is the CUSTOMER's property which is available to the CUSTOMER to pick up and use at any time. Should the CUSTOMER not presently wish to obtain possession of their artwork and/or graphics, Tailored Printing, Inc. will store it for one (1) year.

Copyright - 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 law, 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 the provider 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.

Limitation of Liability

1) All goods sold are subject to the manufacturer's standard express warranties there being no implied warranties as to merchantability or as to the fitness of the merchandise for any particular use.

2) All orders and deliveries are subject to availability of materials and/or merchandise from manufacturer(s).

3) No liability shall accrue against Tailored Printing, Inc. as a result of any breach of contract resulting from any strike, lockout, work stoppage, accident, act of God, or any other delay beyond Tailored Printing, Inc.'s control, including but not limited to discontinuation or unavailability of merchandise or any other materials.

4) Tailored Printing, Inc. shall not be liable for any losses, forfeitures and all other consequential damages whether direct or indirect, and whether or not resulting from or contributed to by the implied default or negligence of Tailored Printing, Inc., its agents, employees, subcontractors and manufacturers, which might be claimed as the result of the use or failure of the goods or services sold. There is no further warranty either express or implied in connection with the design, sale, merchantability or use of the goods and/or services except as to title; and Tailored Printing, Inc.'s liability on its warranty shall in no event exceed the costs of the goods.