

Terms & Conditions

1. **Prices and Payments.** Prices are f.o.b. OH, unless otherwise specified, and are subject to adjustment to reflect pricing charges which become effective prior to shipment. Prices do not include any typesetting, paste up or hand work required because your artwork is not fully color separated or camera ready, such work will be charged to you at our then current rate. Unless otherwise specified, prices are based on shipment in one lot. If you request shipment in installments, additional processing and handling costs will be charged to you. Any open credit term is applicable only if you furnish us satisfactory credit information; otherwise we may at our option require payment prior to work on your order or prior to delivery. Late payments are subject to an interest charge at the rate of 1 1/2% per month.

2. **Shipment and Risk of Loss.** We reserve the right to select the manner and route of shipment unless otherwise directed by you in writing not less than 10 days prior to shipment. If the manner or route designated by you is more expensive than that we would otherwise use, we reserve the right to ship collect despite any term on the face hereof providing for prepayment of shipping costs. Whatever the price or delivery term, risk of loss shall pass to you from and after our delivery to the first carrier or shipper. Shipments delayed at your request shall be held at your risk and subject to our reasonable storage charges.

3. **Permissible Variations.** Work performed by us within the following limits will comply with our contract:

(a) Thickness of materials may vary within +/- 10%.

(b) Colors, which are matched by our color balance system of approximating North sky daylight at 5,000 degree K color temperature, may vary within established commercial standards;

(c) You will accept and pay at the contract rate for overruns and underruns as follows: (i) less than 25,000 cards or 1,000 sheets per item +/- 30% (ii) 25,000 to 50,000 cards or 1,000 to 2,000 sheets per item +/- 15%; and

(iii) 50,000 or more cards or 2,000 or more sheets per item +/- 10%.

4. **Delays.** Any specified shipment or completion is an estimate only, but we will use reasonable effort to complete our performance on or about the date specified. We shall not be liable for any failure or delay in performance or delivery resulting from strikes or other labor disputes, fire or other casualty or accident, riot or other disorder, acts of God, transportation or shipping difficulties, governmental restrictions or priorities, shortages of labor, material or equipment, or any other cause, whether similar or dissimilar to the foregoing, beyond our reasonable control. Whether or not a delay or failure on our part is excused, we shall in no event be liable for any consequential loss or damage incurred by you.

5. **Taxes.** You will pay or reimburse us for all federal, state and local taxes levied or assessed in respect of the sale or use of materials furnished or the services rendered by us.

6. Warranties, Disclaimers, Remedies. We warrant that materials furnished and services rendered by us will conform to applicable written specifications and will be of good quality and workmanship. Our warranty shall be effective for a period of 15 days after receipt of materials by you. All claims must be made in writing to us before the expiration of such 15 day period or be barred. We will in respect of timely claims at our expense either furnish replacements for materials or services which are defective or nonconforming under our warranty or at our option refund to you the portion of the purchase price allocable thereto. The foregoing sets forth your sole remedy for any breach of our warranty and for any claim based upon any defect or deficiency in the quality of our materials and services or their failure to conform to our contract, including any claim based upon our negligence. Without limiting the generality of the foregoing, we shall in no event be liable for delays, loss of business or profits, or any similar or dissimilar consequential loss or damage, suffered or incurred by you for any reason whatsoever. THIS SECTION SETS FORTH THE ONLY WARRANTY APPLICABLE TO OUR MATERIALS AND SERVICES; NO OTHER EXPRESS WARRANTY, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR YOUR PURPOSES, AND NO OTHER IMPLIED WARRANTY SHALL APPLY TO OUR MATERIALS OR TO THEIR SALE OR USE OR TO OUR SERVICES. Seller shall not be liable for the injury, loss or damage, direct or consequential, arising out of use, or the inability to use such goods.

7. Compliance with Law. You shall be solely responsible for determining that the work ordered by you complies with applicable law; we shall not be responsible for adding any words, devices or designs required by law or for deleting any words, devices or designs prohibited by law. You will indemnify and hold us harmless from and against any liability, loss, cost or expense (including our reasonable attorney's fees) arising out of any claim that the sale, possession or use of materials ordered violates any federal, state or local law, ordinance or regulations or infringes the rights of any third person on account of any words, devices or designs specified by you.

8. Miscellaneous. All orders subject to our acceptance in Solon, Ohio and all matters relating to our contract shall be governed by Ohio law. No modification or waiver of these Terms and Conditions shall be binding upon us unless set forth in a writing signed by one of our officers. Without limiting the generality of the foregoing, additional or different provisions in your purchase order or any other communication from you shall not be effective to vary these Terms and Conditions. Section headings have been inserted only for convenience and shall not amplify, limit or otherwise affect the interpretation of any provisions hereof.

9. TOOLING. Artwork, plates, negatives, positives, tapes, disks, rule dies and all other items supplied by the provider will remain the provider's exclusive property. Such items will be stored for 36 months and then disposed of unless the customer elects in writing to purchase them based on the company's current rates for labor and materials. Customer will allow Impact, at Impact's discretion, to retain any rule dies, plates, negatives, positives, tapes, disks, or other tooling... whether furnished by the customer or by Impact, as a lien against the customer...until final settlement of invoices for work

rendered the customer has been received.

10. **INDEMNIFICATION.** Buyer agrees to indemnify, defend and save Seller harmless against any loss, damage and expense arising out of any use or sale of any goods or materials which may be produced with any use of such goods purchased and delivered herein.

11. There are no other oral Agreements or Warranties collateral to or affecting this Agreement.