

# WaltonMediaServices Inc.

*"Solutions in print and digital communications"*

## TERMS AND CONDITIONS

These terms and conditions govern our relationship and all services to be provided by Walton Media Services.

- 1. Offer. A.** Each quotation we provide you is an offer which must be signed by you and returned to us within 30 days. If your signed acceptance comes in after that 30-day period, we reserve the right to reject it and submit a new offer to you based upon then-current prices. If you do not sign any such new offer and return it within 30 days, then we have no and neither of us will have any liability to the other.

**B.** If we do not receive a signed acceptance of this offer from you, but we do receive the proofs, files, etc. which you want us to print, then our receipt of these materials will constitute your acceptance of all terms of this offer.

**C.** This offer is based on our costs of materials at this time. If our costs of materials increase before we receive your proofs, files, etc., we will notify you of the resulting increase. You will have five days from your receiving this notice to withdraw your acceptance and thus end this Agreement; and in that event, neither of us will have any further liability to the other.
- 2. Orders.** If you end this Agreement for any reason, you are liable for the actual costs we have incurred for material, and the actual costs we have expended for labor, through the date on which we receive notice of your cancellation. In addition, you will owe us a cancellation fee of an additional 15 percent of those labor and material costs, to cover our overhead and administrative expenses. Please note that no cancellation is binding until we receive it in writing.
- 3. Preparatory Materials.** Prepress or intermediate materials specified in our written quotation may include film, plates, artwork, proofs and electronic files. We will retain these materials until the related end-product has been accepted by you, and further storage at your request may incur additional charges. We will store these materials for a limited period of time only and we accept no liability whatsoever for these materials once your project has been completed. If you prefer to take possession of these materials, we must be advised of this preference when your order is placed. These materials, including any duplicating costs, will not be released until all sums due for your project are paid in full.
- 4. Condition of Copy.** Our offer is based upon representations made by you about the materials you will be furnishing us. Therefore, if the materials you furnish us are not as represented, we reserve the right either to end this Agreement (in which case neither of us will have any further liability to the other) or to advise you of a revised price which you will then have five days to reject, and if you do not, it will be deemed accepted by you.
- 5. Alterations.** If you ask us to do work beyond that specified in the offer, such as changes or additions, you will be billed at our standard rates, without notice. Therefore, if you have a question about the cost of a change or an addition to that work which is specified in this offer, you need to ask before you authorize our doing the new work.
- 6. Pre-Press Proofs.** Pre-press proofs will be provided on your request. There are charges associated with some proofs and you may decline printed proofs to reduce your costs. If you request proofs, you need to either sign and return them marked "OK" or make your corrections on them and then sign and return them marked "O.K. with Corrections". If you want new proofs showing revisions, you must request them when the marked proofs are returned to us. We have absolutely no liability, and you have absolutely no defense, if you do not return the proofs marked with your changes clearly indicated or if you direct us to proceed without your returning the proofs.
- 7. Press Proofs.** We will be glad to arrange a "press" proof of your job if you are physically at the press while your job is being prepared. We will give you as much notice as practical if you advise us that you wish to be present during printing. There will be a significant minimum charge in addition to hourly and materials charges for press time lost due to pulling proofs, waiting for you to respond, making your changes and corrections, film, plates, etc. Press time is costly so please consider your need for a press proof carefully.
- 8. Color Proofing.** We make every effort to maintain color consistency in our printing but some variation is normal. Thus, a reasonable variation in color between the color proofs and the completed work is not grounds to reject the work unless we have agreed otherwise in the offer.
- 9. Over-Runs and Under-Runs.** You agree that over-runs or under-runs of up to 10 percent of the specified quantities are acceptable, and you will pay for the actual quantity delivered within this tolerance. Our normal assumption is that you expect to receive at least the quantity ordered, which may result in a slightly higher invoice compared with our estimated amount. If you require that we deliver no more than the quantity ordered and you are prepared to accept the risk of under-runs, you must notify us at the time you place your order.
- 10. Customer's Property.** We are not liable in any way for the materials you furnish us, whether they are lost, damaged, or otherwise affected, and whether this results from circumstances within our control or outside our control. You need to contact your insurance agent for protection against such loss, damage or destruction and it is your responsibility to maintain adequate duplicate materials and back up files.
- 11. Delivery. A.** Unless specified above, the offer's price does not include freight. Therefore, either you will be billed an additional amount for freight and delivery; or at your request, we will give you the information for your carrier to pick up the finished work at our loading dock.

**B.** Regardless of whether we are doing the shipping or your carrier is picking up the finished work, title to that work (and also all risk of loss) passes to you upon our delivering your product to the carrier at our loading dock. However, we retain a security interest in the finished work until we receive payment in full; and you agree to sign all documents we request perfecting any such security interest. We also have the right to retain possession of, and have a security interest in, all of the materials you have furnished us, until all sums due us are paid in full; and you agree to sign all documents we request perfecting any such security interest.

C. Unless so specified, charges for deliveries from you to us, or from any supplier of yours to us, or for special or priority pickups or deliveries, will be billed in addition to all other sums due us.

**12. Production Schedules.** We will use all reasonable efforts to comply with production schedules or delivery dates. Also, our compliance with any stated schedule or promised delivery date is based upon your complying with the deadline or deadlines and requirements indicated; and any failure on your part to do so absolutely excuses our timely performance thereafter. If an event of any kind disrupts our schedule, the availability of equipment and personnel may affect re-scheduling adversely. Finally, we are not responsible for any failure to perform on a timely basis as a result of causes beyond our control; and this includes (but is not limited to) problems with suppliers, carriers, our labor force, and the like.

**13. Customer-Furnished Materials.** Electronic files, camera-ready copy, film, color separations, and other materials you furnish must be prepared, packaged, and delivered (as applicable) to our specifications and as may be indicated in the above terms. You warrant that the materials provided shall meet the specifications of Walton Media Services. If you have any question about these specifications, the burden is on you to ask. The offer price will increase by any costs we incur due to delays or to impaired production which are caused by your failure to have materials meet these specifications.

**14. Payment Terms.** A. We expect each invoice to be paid in full within 30 days of the invoice date if you have established credit with us. Otherwise, one half of the invoice amount is due with your initial submission of copy or original artwork and the remaining balance is due immediately upon your receipt of our invoice. Sums not paid when due shall accrue interest charged monthly on the unpaid balance of 1.5% per month (18% per annum).

B. For mailing projects, postage is excluded from the invoices above. You may pay the postage amount in advance of mailing or, at your request and our agreement, pay for the total of the postage and invoice amounts with 10 days of the mailing/invoice date.

C. All merchandise is deemed accepted by you without qualification unless we receive written notice from you to the contrary within 10 days after delivery. That notice must specify exactly what defect, damage or shortage your claim is based upon, and include samples (if applicable).

**15. Liability.** Should we be liable to you for anything arising out of, or related to your order, you agree that our total liability shall not exceed the price quoted or invoiced, whichever is greater, for the services provided. You understand that WE ARE NOT LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, NOR ARE WE LIABLE FOR ANY LOST PROFITS WHICH YOU MAY CLAIM. THERE ARE NO IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER EXPRESS WARRANTY OR GUARANTY, EXCEPT AS STATED HEREIN.

**16. Indemnification.** You agree to indemnify and hold us harmless from all loss and damages we may incur as a result of our doing the specified work for you, regardless of the reason for which the action is brought (whether under copyright, libel, obscenity, or other law, or violation of another's rights, or otherwise) except that caused solely by our gross negligence or intentional acts or omissions. This includes your indemnifying us, and promptly paying us upon demand, all costs we incur in defending against any such action, including the attorney's fees we incur.

**17. Taxes.** All taxes, assessments, etc. which may be levied by any governmental authority are your responsibility. We have not included any sum for their payment in any of the numbers above. Thus, all amounts due for these taxes, assessments, etc. will be added to your invoice. We grant no tax exemption unless your "Exemption Certificate" (or other official proof of exemption) is in our hands before you are invoiced so we have time to verify it with the appropriate taxing authority. Finally, after you have paid for this job, if any governmental authority asserts that more tax is due, then you agree to promptly remit the claimed taxes to the taxing authority, or reimburse us for what additional taxes we have paid out (whichever is appropriate), immediately upon our demand.

**18. Additional Conditions.** A. We agree that what we are producing for you constitutes "goods," as defined in the Georgia Uniform Commercial Code and as a consequence, that law applies to this transaction.

B. This entire transaction shall be governed by Georgia law.

C. This agreement is deemed made, accepted, and to be performed at our facilities in Walton County, Georgia.

D. We extend the above terms to you on the basis of your representations to us on your creditworthiness, assets, etc. Should we discover that any of this information is incorrect, we reserve the right to immediately suspend performance under this agreement until you post any deposit we require or provide adequate security for our full payment. If you fail to do so, you shall be liable to us for the cost of all materials and labor expended through termination plus an additional 15 percent of that sum to cover our administrative and overhead costs. This is not a penalty but is calculated solely to cover our expenses, and you agree this is a reasonable pre-estimate of our damages resulting from these circumstances.

E. If you fail to pay us any sums due us under the terms specified above and we collect those sums through an attorney, you agree to pay 15 percent of the full amount due us (both principal and interest) as attorney's fees.

F. We agree that all disputes arising under this Agreement, or any agreement whereby you ordered services from us, may be decided in the Magistrate or Superior Courts of Walton County, Georgia, or in the Magistrate, Superior or State Courts of Gwinnett County, Georgia.. We each further waive all defenses of jurisdiction and venue which could be raised in an action brought in any of these courts.

G. Our failure to insist upon strict compliance with any term in this document at any time is to be considered an indulgence only; and any such failure on our part will not operate to waive our rights under this document in any way.

H. These Terms and Conditions of Sale, along with those terms and conditions specified in the offers referenced, make up our entire Agreement and there are no terms, promises, representations, or expectations in this transaction other than what is written, typed and printed on this form. No printed terms can be altered by anyone except the President of Walton Media Services and then only in writing. All other terms above can also only be modified in writing, which is signed by you and by our President.