

CONDITION OF SALE

1. QUOTATION: A quotation not accepted within sixty (60) days is subject to review. All prices are based on material costs and customer's specifications at the time of quotation. This quote reflects the use of a specific format of paper; therefore please allow a sufficiency delay when ordering.
2. ORDERS: Orders regularly placed, verbal or written, cannot be cancelled except upon terms that will compensate Marquis Book Printing inc against losses incurred in reliance relative to the order.
3. EXPERIMENTAL WORK: Experimental or preliminary work performed at the customer's request will be charged at current rates and may not be used until Marquis Book Printing inc has been reimbursed in full for the amount of the charges billed.
4. CREATIVE WORK: Creative work, such as sketches, copy, dummies, and all preparatory work developed and furnished by Marquis Book Printing inc shall remain his exclusive property and no use of same shall be made, not any ideas obtained there from be used, except upon compensation to be determined by Marquis Book Printing inc, and not expressly identified and included in the selling price.
5. CONDITION OF COPY: Upon receipt of original copy or manuscript, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.
6. PREPARATORY MATERIALS: Working mechanical art, type, negatives, positives, flats, plates, and other items when supplied by Marquis Book Printing inc shall remain his exclusive property unless otherwise agreed in writing.
7. ALTERATIONS: Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and be supported with documentation upon request.
8. PRES-RESS PROOFS: Pre-press proofs shall be submitted with original copy. Corrections are to be made on the "master set" and returned marked "OK of OK with corrections" and signed by the customer. If revised proofs are desired, request must be made when proofs are returned. Marquis Book Printing inc cannot be held responsible of errors under either or both of the following conditions: if the customer has failed to return proofs with indications of changes, or if the customer has instructed Marquis Book Printing inc to proceed without submission of proofs.
9. PRESS PROOFS: Unless specifically provided in Marquis Book Printing inc 's quotation, press proofs will be charged at current rates. An inspection sheet of any form can be submitted for customer approval, at no charge, provided customer is available at the press during the time of make-ready. Lost press time due to customer delay, or customer changes and corrections, will be charges at current rates.
10. COLOR PROOFING: Because of differences in equipment, processing, proofing, substrates, paper, inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery.
11. OVER-RUNS AND UNDER-RUNS: Over-runs or under-runs not to exceed 10% on quantities ordered, or the percentage agreed upon, shall constitute acceptable delivery. Printer will bill for actual quantity delivered within this tolerance. If customer requires guaranteed exact quantities, the percentage tolerance must be doubled.
12. CUSTOMER'S PROPERTY: Marquis Book Printing inc will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the customer while such property is in Marquis Book Printing inc 's possession; printer's liability for such property shall not exceed the amount recoverable from such insurance. Customer's property of extraordinary value shall be insured through mutual agreement.
13. DELIVERY: Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. local customer's place of business or F.O.B. Marquis Book Printing inc 's-platform for out-of-town customers. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from customer to Marquis Book Printing inc, of from customer's supplier to Marquis Book Printing inc are not included in any quotations unless specified. Special priority pickup of delivery service will be provided as current rates upon customer's request. Materials delivered from customer of his suppliers are verified with delivery ticket as to cartons, packages, or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and Marquis Book Printing inc cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work whichever occurs first.
14. PRODUCTION SCHEDULES: Production schedules will be established and adhered to by customer and Marquis Book Printing inc, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of supplier and carriers, action of government of civil authority and acts of God or other causes beyond the control of customer or Marquis Book Printing inc. If production schedules are not adhered by the customer, final delivery date(s) will be subject to renegotiations.
15. CUSTOMER FURNISHED MATERIALS: Paper stock, inks, camera copy, films, color separations, and other customer furnished materials shall be manufactured, packed, and delivered to Marquis Book Printing inc 's specifications. Additional cost due to delays or impaired productions caused by specification deficiencies shall be charged to the costumer.
16. TERMS: Payment shall be whatever was set forth in quotation or invoice unless otherwise provided in writing. Claims for defects, damages or shortages must be made by customer in writing within a period of fifteen (15) days after delivery of all of any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications.
17. LIABILITY: Printer's liability shall be limited to state selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms of any agreement, Marquis Book Printing inc shall have the right, if necessary, to retain possession of, and shall have a lien on, all customer property in Marquis Book Printing inc 's possession including work in-process and finished work. The extension of credit of the acceptance of notes, trade acceptance, of guarantee of payment shall not affect such security interest and lien.
18. INDEMNIFICATION: The customer shall indemnify and hold harmless Marquis Book Printing inc from any and all loss, cost expense, and damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against Marquis Book Printing inc on grounds alleging that the said printing violates any copyrights of any proprietary right of any person, or that the said printing violates any copyrights or any proprietary right of any person, or that it contains any matter that is libelous or obscene or scandalous, or invades any person's right to privacy of other personal rights, except to the extent that Marquis Book Printing inc contributed to the matter. The customer agrees, at the customer's own expense to promptly defend and continue the defense of any such claim, demand, action, or proceeding that may be brought against Marquis Book Printing inc, provided that Marquis Book Printing inc shall promptly notify the customer with respect thereto, and provided further that Marquis Book Printing inc shall give the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defence thereof.

Accepted by: _____

Date: _____