



Terms & Conditions

8609 21st Place Adelphi, Maryland 20783 – 301.367.4576 – www.ballestergraphic.com

PAYMENT: The client agrees to pay Ballestero Graphic Design in a prompt manner. If this account becomes delinquent, client shall pay interest computed at 1.8% per month (20% per annum) from the due date of each invoice, and all legal fees and associated costs incurred for collection, in addition to the balance of the account.

MODIFICATION: The terms of this Agreement may be waived or modified only in writing signed by an authorized officer of Ballestero Graphic Design and the client. In the absence of an express written agreement, the terms of this agreement will prevail under all conditions. The client recognizes that no employee or agent of Ballestero Graphic Design has authority to modify this agreement without the written approval of an authorized corporate officer of Ballestero Graphic Design.

COPYRIGHT WARRANTY: The client warrants and represents to Ballestero Graphic Design that at all times during which this account is open, the client will submit to Ballestero Graphic Design for design, printing or reproduction only items which are not copyrighted or subject to copyright protection of which the client's use will be a 'fair use' under the copyright laws. The Client agrees to indemnify Ballestero Graphic Design from any liability, loss, expenses, damages and attorney's fees it may sustain for copyright information resulting from Ballestero Graphic Design fulfilling the client's orders.

TAXES: The client shall be solely responsible for any tariffs, duties, sales taxes or other taxes of any nature imposed or levied on the goods, advice or services provided by Ballestero Graphic Design whether indicated on original invoice or not.

- 1. QUOTATION:** A quotation not accepted within thirty days may be changed.
- 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 the provider's control. Cancelled orders require compensation for incurred costs and related obligations.
- 3. EXPERIMENTAL WORK:** Experimental or preliminary work performed at customer's request will be charged to the customer at the provider's current rates. This work cannot be used without the provider's written consent.
- 4. CREATIVE WORK:** Sketches, copy, dummies and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and or any derivation of ideas from it. The use of the existing art work in other publications or advertising requires written permission released from Ballestero Graphic Design. An additional charge may be added to the use of each form of publication or advertising.
- 5. ACCURACY OF SPECIFICATIONS:** Quotations are based on the accuracy of the specifications provided. The provider can re-quote a job at time of submission if copy, film, tapes, disks, or other input materials don't conform for the information on which the original quotation was based.
- 6. PREPARATORY MATERIALS** Art work, photos, tapes, disks, and all other items supplied by the provider remain the provider's exclusive property.
- 7. ELECTRONIC MANUSCRIPT OR IMAGE:** It is the customer's responsibility to maintain a copy of the original file. The provider is-not responsible for accidental damage to media-supplied-by the customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.
- 8. ALTERATIONS/CORRECTIONS:** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.
- 9. PREPRESS PROOFS:** The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K.," "O.K. with corrections: or "Revised proof required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if: A. proofs are not required by the customer; B. the work is printed per the customer's O.K.; C. requests for changes are communicated orally.
- 10. PRESS PROOFS:** Press proofs will not be furnished unless they have been required in writing in the provider'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, alterations or corrections made because of the customer's delay or change of mind will be charged at the provider'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 between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance.
- 12. OVER-RUNS OR UNDER-RUNS:** will not exceed 10% of the quantity ordered. The provider will bill for actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.
- 13. CUSTOMER'S PROPERTY:** The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to the provider.
- 14. DELIVERY:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. provider's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider, or from the customer's supplier to the provider are not included in 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 of its segments, whichever occurs first.

15. PRODUCTION SCHEDULES: Production schedules will be established and followed by both the customer and the provider. 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, outside supplier material, action of government or civil authority. Acts of God, or other causes beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

WARRANTIES & LIMITATIONS: Ballestero Graphic Design warrants that it will adhere to graphic design industry standards in providing services and will perform in a manner consistent with generally accepted procedures for such matters. The warranties stated in this Agreement are exclusive and in lieu of all other warranties. In no event shall Ballestero Graphic Design be liable to the client for special, indirect or consequential damages in any way connected with the performance or breach of this Agreement. The amount of liability of Ballestero Graphic Design, to the client on any claim for loss or liability in any way connected with the performance or breach of this Agreement shall in no case exceed the amount of money or compensation actually paid to Ballestero Graphic Design or the particular job or project in issue. Miscellaneous: Maryland law governs this Agreement. This account shall begin upon execution hereof by Ballestero Graphic Design and shall continue until terminated by either the client or Ballestero Graphic Design until termination, all work is governed by this Agreement; any obligations incurred prior to termination shall survive termination.

THIRD PARTY BILLING: Clients ordering work is solely responsible for timely payment. There will be no exceptions unless a corporate officer of Ballestero Graphic Design agrees specifically in writing to bill a third party, the third party mutually agrees, and upon successful credit investigation of each third party.

CUSTOMER-FURNISHED MATERIALS: Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by the provider at the provider's current rates.

16. 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. Claims for defects, damages or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications. The provider'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 a written agreement, the provider has the right to place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

19. LIABILITY - A. Disclaimer of Express Warranties: Customer 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. B. Disclaimer of Implied Warranties: Ballestero Graphic Design warrants only that the work will conform to the description contained in the purchase order. Ballestero Graphic Design 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 Ballestero Graphic Design be liable for specific, individual, or consequential damages.

20. INDEMNIFICATION The customer agrees to protect Ballestero Graphic Design (the provider), from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold the provider 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. A. Copyrights: The customer also warrants that the subject matter to be designed or 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. B. 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, religion, or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider: 1. promptly notifies the customer of the legal action 2. gives the customer reasonable time to undertake and conduct a defense. Ballestero Graphic Design reserves the right to use his or her sole discretion in refusing to create or print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

21. STORAGE: Ballestero Graphic Design will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at additional charge. Ballestero Graphic Design is not liable for any loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.

22. 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) accompanies the purchase order. If, after the customer has 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 the provider for any additional taxes paid.

23. TELECOMMUNICATIONS: Unless otherwise agreed, the customer will pay for all transmission charges. Ballestero Graphic Design is not responsible for any errors, omissions, or extra costs resulting from faults of any transmission.

Ballestero Graphic Design, has the right to refuse to create or print any material submitted by the customer which the company in its sole discretion deems unlawful or possibly unlawful. The customer agrees that no claim shall be made against Ballestero Graphic Design as a result of such a refusal.