

## TERMS & CONDITIONS - PAGE 1

1. Provider The Provider shall be defined as Western Packaging, Inc.
  2. Quotations/Estimates Quotes are valid for 30 days, subject to change based on physical inspection of live artwork/samples, market fluctuations and accuracy of specifications. All revised jobs will require a revised Purchase Order from the customer to the Provider.
  3. Acceptance of an Order All orders are subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of God, and other causes beyond the Provider's control. Canceled orders require compensation for incurred costs and related obligations. Firsttime orders with Provider will require a 50% down payment and the remaining balance due prior to shipment. (Credit Card or Check are acceptable forms for payment for final project. All Credit Card transactions do have a 3% convenience fee)
  4. Prototypes Experimental or preliminary work/prototypes performed at the customer's request will be charged to the customer at the Provider's current rates.
  5. Accuracy of Specifications Quotations are based on the accuracy of the specifications provided. The Provider may requote a job at the time if submission of art, copy, film, tapes, or other input materials do not conform to the information on which the original quotation was based.
  6. Venue In the event of suit regarding this contract, then venue and jurisdiction therefore shall be in either the Superior or Municipal Court, as appropriate, of the County of Tarrant, in the state of Texas. The parties agree and stipulate that the essential terms of this contract are to be performed in said County. The parties agree and stipulate that the contract is formed in Tarrant County on the final acceptance of the terms thereof by Provider
  7. Electronic Manuscripts/Images 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 input. Until the Provider can evaluate digital input, 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 customersupplied 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 and communicated before the work is started.
  9. Prepress Proofs The Provider will furnish PDF proofs on all projects. The purpose of emailed PDF proofs is to check for accurate content, processing of files and/or positioning of your artwork. All changes or approvals must be communicated in writing. Your approval to print is acceptance of full responsibility that the content in the proof has been reviewed and found to be accurate and free of errors. The Provider will not be responsible for content or errors that are reflected in any proof once approved by the customer. If color, quality, positioning, etc is of concern, digital color and imposition proofs can be produced for your review and approval upon request at an additional cost if they were not included in the original quotation. 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:**
- Proofs are not required by the customer
  - The work is printed per the customer's OK
  - Requests for changes are communicated verbally
10. Press Proofs Press proofs will not be furnished unless they have been required in writing in the Provider's quotation. A Kodiak proof can be submitted for the customer's approval. If changes are made after approval, any press time lost or alterations/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 a variation of this kind occurs, it will be considered acceptable performance. Color proofs can be applied at a separate charge.
  12. Over-runs/Under-runs Western Packaging, Inc. reserves the right to ship 5% over or under on quantities over 500M, +/- 10% for quantities 100M-500M, +/- 20% for quantities 25M-100M, +/- 25% for quantities less than 25M.
  13. Shipping F.O.B. the 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. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.
  14. Production Schedules Production schedules will be established followed by both the customer and the Provider. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of the Provider. In such cases, schedules will be extended by an amount of time equal to the delay incurred.

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- 15. Terms/Claims/Liens Payment is cash in advance or whatever has been agreed to between customer and Provider. 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. As security for payment of any sum due under the terms of an agreement, the Provider has the right to hold and place a lien on all customer property in the Provider's possession. This right applies even if credit has been extended. If it is necessary for Provider to file legal or arbitration proceedings or undertake other collection methods, customer shall be responsible for all of Provider's costs of collection incurred including, but not limited to, reasonable attorney's fees. A 1.5% per month service charge will be added to all past due accounts.
- 16. Credit Card Payments All transactions are subject to a 3% convenience fee.
- 17. Limitation of Damages for Defective Goods The Provider's liability for any claims arising out of or related to defective goods and/or claims that goods do not conform to the customer's specifications shall be limited to the quoted selling price of the allegedly defective or nonconfirming goods. Customer shall have no right or action for special or consequential damages as a result of such claims.
- 18. Liability (1) Disclaimer of Express Warranties: The Provider 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.  
  
(2) Disclaimer of Implied Warranties: The Provider warrants only that the work will conform to the description contained in the purchase order. The Provider does not warrant that the work is of merchantable quality or that the work can be used for any particular purpose.
- 19. Indemnification The customer agrees to protect the Provider from economic loss and any other harmful consequences that might arise out of any claims relating to or in connection with the work. The customer will hold the Provider harmless and save, indemnify and otherwise defend the Provider against claims, demands, actions and proceedings by third parties on any and all grounds arising out of or in any way related to the ordering, production, delivery and/or use of the work. This will apply regardless of responsibility for negligence.
- 20. Assignment or Delegation No right or interest in this contract may be assigned by either Provider or customer without the written permission of the other party and no delegation by either Provider or customer will be made without the written permission of the other party. Any attempt at assignment or delegation shall be wholly void and totally ineffective for all purposes.
- 21. Storage Should the final product not be picked up within 3 business days (upon completion), a storage fee of \$35 per month per skid\* will be incurred (or a prorated rate based on length of time if it is shorter than a month).  
(\*A skid is defined as one box up to a filled skid.) The Provider 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 taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order (or has been made previously available to Western Packaging, Inc.). 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.

Customer signature hereto attests to the fact that the customer has read all the Terms and Conditions of this contract and agrees to abide by the same and hereby acknowledges receipt of a copy of the contract, including the Terms and Conditions.

**Signed** \_\_\_\_\_ **Title** \_\_\_\_\_ **Company** \_\_\_\_\_

I certify that I am authorized by the above named business entity to enter into this agreement.

Telephone Number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Date: \_\_\_\_\_