

Apartment Cards Terms, Conditions and Specifications • Effective January 1, 2006

Terms, Conditions and Specifications: All orders are governed by the policies and guidelines as directed by these Terms, Conditions and Specifications. They supercede versions predating 1/1/06 along with any verbal or written promise that is found to be contrary to its' content. All clients agree to be bound by these Terms, Conditions and Specifications and all transactions will be governed accordingly.

What Constitutes an Order: Orders cannot be processed until these conditions are met: 1) All forms have been completed and signed; 2) Components necessary to create the artwork or the digital artwork files have been submitted in usable condition; 3) a mailing list if mailing; and, 4) Required payment has been made. Orders received before 1:00pm EST are processed that day, after 1:00pm EST are processed the following business day.

5-7 Day Standard Turnaround: All standard orders are ready to ship 5-7 business days from the customer's final approval. Our standard turnaround time is not guaranteed and may not be considered contractual.

3-5 Day RUSH Turnaround: RUSH orders are guaranteed to ship in 3-5 business days from the client's final approval. Add the greater of \$100 or 50% of the base price for this service. Expedited shipping fees must also be added.

Client Final Approval: No order is printed without written client approval. The final approval acknowledges that the client has proofread and has fully examined their artwork for errors of any kind. The client assumes full responsibility for any error or omission not discovered. Approval is provided via Fax or E-mail using our standard approval forms. Orders approved before 1:00pm EST are processed that day, after 1:00pm EST processed the next business day.

Standard Proofing: Most orders require up to 72 hours to create a proof. The client may choose to receive a maximum of two proofs at no charge with their order, B&W Fax proof or color JPEG e-mail proof. The first acknowledges that the order has been prepared according to the client's instructions. The client may then make moderate changes and receive a second proof at no charge. Changes must be requested in writing

Color Proofing: *Color JPEG Proofs* are sent via E-mail as standard. We will not be held responsible for the client's ability to accurately view this proof. Monitors must be calibrated to Matchprint SWOP standards to insure color accuracy. *DigitalMatch Color Proofs* offer accurate color matching and are the only proof acknowledged for this purpose. The client must use this proof as a color reference when color is an issue. Without it, the client waives all rights to dispute concerns about the final printed color. Each proof is \$70.00 for up to 9"x12" (plus shipping).

Customer Alterations: Up to 48 hours may be necessary for changes. Client alterations can be performed at any time prior to final approval. After creating the client's original desired design, we are able to make one set of moderate changes at no charge. Continuing changes to a layout or creation of a new layout are done so at the client's expense.

Cancel Order: Orders may be cancelled up to the final approval. After final approval, cancellations are not possible. All clients agree to pay the greater of a \$50.00 production fee or the assessed amount for all work performed on all cancelled orders.

Digital Client Files: All digital files must adhere to our Digital File Checklist. Client digital files are the exclusive responsibility of the client. We cannot be held responsible for the quality or the color accuracy of client digital files. Every effort is made to discover problems with these files but we cannot be held responsible for problems not discovered.

Client Photos, Artwork and Materials: We accept 35mm slides and transparencies or photographic prints up to 8"x 10" for color scans, PMT's for B&W scans. Photos may also be submitted on CD (see Digital Client Files above). Do not submit color copies, laser/inkjet prints, photo proofs, passport photos, or those with dirt or grime. We cannot be held responsible for the quality of inferior photos or artwork supplied. Although every effort is taken to safeguard client materials, we cannot be held liable for loss or damage to those materials.

Digital Camera Photos & Stock Photos: These photos can be substituted for photo scans in any layout. When used as additional photos, there is a \$10.00 fee for placement of each one. We cannot be held responsible for the quality of inferior photos submitted.

Photo Drum Scans: Photos and fine art are individually drum scanned and color corrected for optimum reproduction. We cannot be held liable for

damage to client materials due to this process. We retain exclusive ownership of all scans, they are intended for our sole use.

B&W Artwork Flatbed Scans: Flatbed scans provide pleasing color but are not intended to be accurate. We retain exclusive ownership of all scans, they are intended for our sole use.

Bleed Photos: A photo that prints to the trimmed edge of a card is considered a bleed photo. Part of the digital image after scanning (1/8" or .125") must be trimmed off to create this bleed effect.

Photo Enhancement, Silhouetting and Retouching: Up to 72 hours may be required. Digital photo enhancement and retouching can remove color casts, repair scratches, create a blue sky from grey, add flowers, etc. Silhouetting involves the removal of a background from the photo subject. This work is performed on a custom basis.

Color Matching, PMS Colors and Solid Colors: A 3% to 4% color shift is considered normal and acceptable in color printing. We take every precaution to minimize this occurrence but we cannot guarantee precise color matching throughout a press-run or from one press-run to another over time. Pantone Matching System (PMS) colors can only be approximated in process color printing. We cannot guarantee an exact match for a requested PMS color. Due to the nature of our printing process, large blocks of color solids may not reproduce consistently. Pleasing colors will be possible but variations may occur.

Typesetting: Typesetting is included with most orders. When modifications or additional typesetting is ordered by the client, there will be extra charges.

Standard Pricing and Custom Quotes: All pricing is subject to change without notice and the final selling price of any order will be that of current pricing presented at the time of the order. All custom order quotes must be made in writing and promptly expire 30 days from the date of the quote.

Payment and Credit Card Terms: All orders must be pre-paid by cash, check, or credit card prior to commencement of work. Returned checks are subject to a \$50 fee plus the original amount due. Clients paying by credit card agree to be bound by our Terms, Conditions, and Specifications. The cardholder specifically agrees to pay all costs incurred if their order is prematurely cancelled and it is understood that no credit will be provided for returned orders. The order amount will be charged to the credit card at the time the order is placed.

Ownership of Production Materials and Copyright:

All artwork produced by us remains our exclusive property and is protected under copyright and may not be reproduced without expressed written consent.

Indemnification: The client hereby affirms ownership and/or publishing rights to all artwork, photos, materials and lists submitted for printing and/or mailing and agrees to indemnify and hold harmless our company and its affiliates and employees from any and all loss, cost, expense, and damages on account of any and all manner of claims, demands, actions, and/or proceedings that may be levied against us on the grounds that said printing and/or use violates any copyright or any proprietary right of any person, business entity or institution. At the client's expense, the client agrees to legally defend to a favorable completion any and all claims, demands, actions, and proceedings that may be brought against us.

Printing or Mailing Errors, Omissions & Delays: In the event of manufacturing defect, omission and/or delay on any printing and/or mailing order, the client agrees to limit the liability of us to the replacement cost of the printing. Further, the client agrees to hold us harmless and our affiliates and employees from any and all loss, cost, expense, and damages on account of any and all manner of claims, demands, actions, and/or proceedings that may be levied against us on the grounds that said errors, omissions and/or delays violate any agreement or any right of any person, business entity or institution due to errors, omissions or delays. The client assumes full responsibility for promptly inspecting their order and submitting any and all claims to us in writing within 10 business days of order receipt. The client waives their right to a claim if said claim is not made within that specified time.

Returns for Credit: Orders being returned for credit must be done so at the client's expense. Credit will be issued upon return of the entire order. Credit may only be applied to replacement or future orders. No refunds will be provided.