

THE MEYERS PRINTING COMPANIES, INC.

TERMS AND CONDITIONS

QUOTATION A quotation not accepted within 30 days may be changed.

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 Meyers' control. Canceled orders require compensation for incurred costs and related obligations.

EXPERIMENTAL WORK Experimental or preliminary work performed at Buyer's request will be charged to the Buyer at Meyers' current rates.

PREPARATORY WORK Sketches, copy, dummies and all preparatory work created or furnished by Meyers, shall remain the exclusive property of Meyers and no use of same shall be made, nor may ideas be obtained therefrom, except upon compensation to be determined by Meyers.

ACCURACY OF SPECIFICATIONS Quotations are based on the accuracy of the specifications provided. Meyers can re-quote a job at time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.

PREPARATORY MATERIALS Art work, type, plates, negatives, positives, tapes, disks, and all other items supplied by Meyers remain Meyers' exclusive property.

ELECTRONIC MANUSCRIPT OR IMAGE It is the Buyer's responsibility to maintain a copy of the original file. Meyers is not responsible for accidental damage to media supplied by the Buyer or for the accuracy of furnished input or final output. Until digital input can be evaluated by Meyers, no claims or promises are made about Meyers' 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 Buyer-supplied files will be charged at prevailing rates.

ALTERATIONS/CORRECTIONS Buyer alterations include all work performed in addition to the original specifications. All such work will be charged at Meyers' current rates.

PRESS PROOFS Press proofs will not be furnished unless they have been required in writing in Meyers' quotation. Any press time lost or alterations/corrections made because of the Buyer's delay or change of specifications will be charged at Meyers' current rates.

PREPRESS PROOFS Meyers requires proofs for all printed jobs. Buyer supplied new or altered digital files will be proofed using a digital proofing method chosen by Meyers. Large format proofs may be tiled at Buyers request. Buyer supplied film will be proofed using a Dylux and Color Key or Matchprint proofing methods. Since proofs are required at the press during production, work will not be advanced until the proof has been approved and returned to Meyers. Meyers will not be responsible for any undetectable cosmetic or production errors if the proof is not approved by the Buyer or if acceptance or changes are communicated orally.

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.

OVER-RUNS OR UNDER-RUNS Over-runs or under-runs will not exceed 10 percent of the quantity ordered. Meyers will bill for actual quantity delivered within this tolerance. If the Buyer requires a guaranteed quantity, the percentage of tolerance will be stated at the time of quotation.

BUYER'S PROPERTY Meyers will only maintain fire and extended coverage on property belonging to the Buyer while the property is in Meyers' possession. Meyers' 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 Meyers.

DELIVERY Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Meyers' platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, Meyers will charge accordingly at current rates. Charges for delivery of materials and supplies from the Buyer to Meyers, or from the Buyer's supplier to Meyers, are not included in quotations unless specified. Title for finished work passes to the Buyer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever occurs first.

PRODUCTION SCHEDULES Production schedules will be established and followed by both the Buyer and Meyers. In the event that production schedules are not adhered to by the Buyer, delivery dates will be subject to renegotiations. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of Meyers. In such cases, schedules will be extended by an amount of time equal to delay incurred.

BUYER-FURNISHED MATERIALS Materials furnished by Buyers or their suppliers are verified by delivery tickets. Meyers bears no responsibility for discrepancies between delivery tickets and actual counts. Buyer-supplied paper must be delivered according to specifications furnished by Meyers. 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 Buyer must be usable by Meyers without alteration or repair. Items not meeting this requirement will be repaired by the Buyer, or by Meyers at Meyers' current rates.

OUTSIDE PURCHASES Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Buyer, are chargeable.

TERMS/CLAIMS/LIENS Payment is 1% 10 days Net 30 from date of invoice. Claims for defects, damages or shortages must be made by the Buyer in writing no later than 10 calendar days after delivery. If no such claim is made, Meyers and the Buyer will understand that the job has been accepted. By accepting the job, the Buyer acknowledges that Meyers' performance has fully satisfied all terms, conditions, and specifications.

Meyers' 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 an agreement, Meyers has the right to hold and place a lien on all Buyer property in Meyers' 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 Buyer is liable for all collection costs incurred.

LIABILITY a. Disclaimer of Express Warranties: Meyers warrants that the work is described in the purchase order. The Buyer understands that all sketches, copy, dummies, and preparatory work shown to the Buyer 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: Meyers warrants only that the work will conform to the description contained in the purchase order. Meyers' 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 Meyers be liable for specific, individual, or consequential damages.

INDEMNIFICATION Buyer shall indemnify and hold Meyers harmless against any and all claims by third parties arising out of Meyers performance of its obligations hereunder, including but not limited to any claim of infringement of any patent, copyright or trademark or any claim of unfair competition.

STORAGE Meyers will retain intermediate materials until the Buyer has accepted the related end product. If requested by the Buyer, intermediate materials will be stored for an additional period at additional charge. Meyers is not liable for any loss or damage to stored material beyond what is recoverable by Meyers' fire and extended insurance coverage.

PACKAGING Packaging and wrapping shall be at the discretion of Meyers unless otherwise specified on the quotation, customer specifications, or Quality Plan.

LIMITATION ON ADDITIONAL TERMS It is understood that this offer is limited to the above terms. Additional or modified terms of sale from the Buyer must be approved in writing by an officer of Meyers Printing Company.