

WESTERN WEB TERMS AND CONDITIONS

Customer agrees to the following regarding work done by Western Web (WW)

- 1 Charges for WW work are set forth in the job estimate or price lists. Changes in quantities or specifications, including author's alterations, will be charged to Customer at WW's prevailing rates. Additional work will be supported with documentation upon request. Sales tax will be applicable unless a valid Exemption Certificate is supplied prior to printing.
- 2 All prices quoted are in effect for 30 days.
- 3 Cancellations or alterations made at customer's request after work has started are subject to charges for work performed and materials used.
- 4 Customer will pay according to terms established by WW. A service charge of 1.5% per month will be added to all past-due balances.
- 5 Overruns or underruns not to exceed 2% of the amount ordered will constitute acceptable delivery unless otherwise specified. An appropriate charge or credit will be made for the over or under amount.
- 6 WW shall not be responsible for errors or omissions if Customer does not order proofs or fails to properly correct errors on proofs.
- 7 Customer will supply properly pre-flighted and formatted electronic files to WW specifications. WW accepts files on DVD, CD or delivered to our FTP site.
- 8 Customer warrants any matter they furnish for reproduction does not infringe upon any copyright, trade mark or trade name, is not libelous and does not otherwise violate any law. Customer agrees to indemnify and hold WW harmless against all claims, damages and expenses, including attorney's fees that WW may incur as the result of claims of violation or alleged violation.
- 9 WW warrants work shall be produced according to standards acceptable in the printing industry, but no other express or implied warranty is made.
- 10 WW reserves the right to charge for extended storage of Customer's materials, including, but not limited to, inserts and printed matter. Customer agrees to hold WW harmless for any damage to or loss of Customer's materials stored by WW.
- 11 WW will not be liable for any delay or failure to perform if delay or failure arises out of causes beyond WW control, such as riots, strikes, force majeure, governmental acts and regulations, inability to obtain materials or energy, failure of transportation, unforeseen equipment breakdown or delays of suppliers or carriers.
- 12 Customer's sole remedy for any error by WW will be a credit, correction or reprint of the non-conforming portion of the work. In no event will WW be liable for special, indirect or consequential damages, including Customer's loss of advertising revenues.
- 13 If any amount due WW from Customer remains unpaid at the due date, WW will have the right to demand immediate payment for all obligations of the Customer for work furnished by WW, to retain possession of any work or materials owned or furnished by or on behalf of Customer, to change credit terms for any further work by WW and to suspend further work until overdue amounts are paid in full.
- 14 Changes to these terms will only be honored if agreed to in writing by the President of WW.