

Donihe Graphics, Inc. includes, as part of every agreement or contract for services, the following Printing Trade Customs and Business Practices. These have been in use throughout the industry in the United States and Canada for over 70 years and are commonly used by printers throughout that geography. These practices clarify terms and responsibilities not covered specifically in a contract or other written document. Please contact us for any questions or concerns regarding these practices.

1. Quotation: A quotation not accepted within 30 days may be changed.
2. Order: Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of God, and other causes beyond Donihe Graphics, Inc. control. Canceled 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 Donihe Graphics, Inc. current rates. This work cannot be used without the Donihe Graphics, Inc. written consent.
4. Creative Work: Sketches, copy, dummies and all other creative work developed or furnished by the Donihe Graphics, Inc. are our exclusive property. Donihe Graphics, Inc. must give written approval for all use of this work and for any derivation of ideas from it.
5. Accuracy of Specifications: Quotations are based on the accuracy of the specifications provided. Donihe Graphics, Inc. can requote 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.
6. Preparatory Materials: Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by the Donihe Graphics, Inc. remain its exclusive property.
7. Electronic Manuscript or Image: It is the customer's responsibility to maintain a copy of the original file. Donihe Graphics, Inc. is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by Donihe Graphics, Inc., no claims or promises are made about our 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 Donihe Graphics, Inc. current rates.
9. Prepress Proofs: Donihe Graphics, Inc. will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to Donihe Graphics, Inc. on a "master set" marked "OK," "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. Donihe Graphics, Inc. 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 orally.
10. Press Proofs: Press proofs will not be furnished unless they have been required in writing in Donihe Graphics, Inc. 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 or alterations/corrections made because of the customer's delay or change of mind will be charged at Donihe Graphics, Inc. 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: Over-runs or under-runs will not exceed 10 percent of the quantity ordered. Donihe Graphics, Inc. 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: Donihe Graphics, Inc. will only maintain fire and extended coverage on property belonging to the customer while the property is in Donihe Graphics, Inc. possession. Donihe Graphics, Inc. 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 Donihe Graphics, Inc.

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, Donihe Graphics, Inc. will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to Donihe Graphics, Inc., or from the customer's supplier to Donihe Graphics, Inc., 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 or its segments, whichever occurs first.

15. Production Schedules: Production schedules will be established and followed by both the customer and Donihe Graphics, Inc. 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 Donihe Graphics, Inc. In such cases, schedules will be extended by an amount of time equal to delay incurred.

16. Customer-Furnished Materials: Materials furnished by customers or their suppliers are verified by delivery tickets. Donihe Graphics, Inc. bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by Donihe Graphics, Inc. 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 Donihe Graphics, Inc. without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by Donihe Graphics, Inc. at Donihe Graphics, Inc. current rates.

17. 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, Donihe Graphics, Inc. and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that Donihe Graphics, Inc. performance has fully satisfied all terms, conditions, and specifications. Donihe Graphics, Inc. liability will be limited to the quoted selling price of defective goods, without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, Donihe Graphics, Inc. has the right to hold and place a lien on all customer property in Donihe Graphics, Inc. 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: 1. Disclaimer of Express Warranties: Donihe Graphics, Inc. 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: Donihe Graphics, Inc. warrants only that the work will conform to the description contained in the purchase order. Donihe Graphics, Inc. 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 Donihe Graphics, Inc. be liable for specific, individual, or consequential damages.

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

21. Storage: Donihe Graphics, Inc. will retain intermediate materials until the customer has accepted the related end product. If requested by the customer, intermediate materials will be stored for an additional period for additional charge. Donihe Graphics, Inc. is not liable for any loss or damage to stored material beyond what is recoverable by Donihe Graphics, Inc. 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 of exemption) 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 Donihe Graphics, Inc. for any additional taxes paid.

23. Telecommunications: Unless otherwise agreed, the customer will pay for all transmission charges. Donihe Graphics, Inc. is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

