



TERMS & CONDITIONS OF SALE

1. QUOTATIONS/ESTIMATES

A quotation not accepted within 30 days may be changed.

2. ORDERS

Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond InkLynx's control. Canceled orders require compensation for incurred costs and related obligations.

3. EXPERIMENTAL WORK

Experimental or preliminary work performed at the customer's request will be charged to the customer at InkLynx's current rates. This work may not be used without InkLynx's written consent.

4. CREATIVE WORK

Sketches, copy, dummies, and all other creative work developed or furnished by InkLynx are InkLynx's exclusive property. InkLynx 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. InkLynx can re-quote a job at the 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. 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 Placer, California. The parties agree and stipulate that the essential terms of this contract are to be performed in said County.

7. ELECTRONIC MANUSCRIPTS/IMAGES

It is the customer's responsibility to maintain a copy of the original file. InkLynx 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 InkLynx, no claims or promises are made about InkLynx'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 customer-supplied files will be charged at prevailing rates. Copies of customer approved revised artwork or customer owned digital artwork will be transferred electronically or saved to an appropriate media upon customer request to be billed at InkLynx's current rates.

8. ALTERATIONS/CORRECTIONS

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at InkLynx's current rates.

9. PREPRESS PROOFS

InkLynx will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to InkLynx 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. InkLynx 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 InkLynx's 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 InkLynx'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.

12. OVERRUNS/UNDERRUNS

OVERRUNS or underruns will not exceed 10 percent of the quantity ordered. InkLynx will bill for the 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

InkLynx will only maintain fire and extended coverage on property belonging to the customer while the property is in InkLynx's possession. InkLynx's liability for such 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 InkLynx.

14. DELIVERY

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. InkLynx's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, InkLynx will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to InkLynx or from the customer's supplier to InkLynx are not included in quotations unless specified. 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.

15. PRODUCTION SCHEDULES

Production schedules will be established and followed by both the customer and InkLynx. 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 InkLynx. In such cases, schedules will be extended by an amount of time equal to the delay incurred.

16. CUSTOMER-FURNISHED MATERIALS

Materials furnished by customers or their suppliers are verified by delivery tickets. InkLynx bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by InkLynx. 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 InkLynx without alteration or repair. Items not meeting this requirement will be repaired by the customer or by InkLynx at InkLynx's 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 cash in advance or whatever has been agreed to between customer and provider. Visa and Master Card are accepted for payment at time of delivery. Work posted on account may be paid by credit card after time of delivery with a 5% administrative fee. 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, InkLynx and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that InkLynx's performance has fully satisfied all terms, conditions, and specifications.

InkLynx's 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, InkLynx has the right to hold and place a lien on all customer property in InkLynx's 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. InkLynx 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. InkLynx warrants only that the work will conform to the description contained in the purchase order. InkLynx's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will InkLynx be liable for specific, individual, or consequential damages.

20. INDEMNIFICATION

The customer agrees to protect InkLynx from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold InkLynx harmless and save, indemnify, and otherwise defend InkLynx 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 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 InkLynx 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 InkLynx in all legal actions on these grounds as long as InkLynx:

- Promptly notifies the customer of legal action.
- Gives the customer reasonable time to undertake and conduct a defense.

InkLynx reserves the right to use its sole discretion in refusing to print anything InkLynx deems libelous, scandalous, improper, or infringing on copyright law.

21. STORAGE

InkLynx will retain intermediate materials used until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at an additional charge. InkLynx is not liable for any loss or damage to stored material beyond what is recoverable by InkLynx'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. 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 InkLynx for any additional taxes paid.

23. TELECOMMUNICATIONS

Unless otherwise agreed, the customer will pay for all transmission charges. InkLynx is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.