

Terms & Conditions for Sales of Printing products by Color FX, Inc.

- Quotations/Estimates:** A quotation not accepted and signed within 30 days of issuance is subject to change.
- Order:** Processing of orders is subject to fulfillment of Terms of payment. Color FX is not liable for any delay in processing of order due to natural disasters and act of God, fire or water occurrence in production premises, theft or vandalism, and any other cause beyond the control of Color FX.
- Cancellation of orders:** Cancellation of orders by customers requires compensation for any incurred costs, administrative documentation fees, and other Fees.
- Refunds/Credits:** All sales are final since no job is resalable for Color FX, no refund or credit will be issued on any order. No refund will be issued for rush printing and/or rush shipping unless authorized by Color FX.
- File storage:** Color FX will store files in its system for a period of maximum 15 days, if customer intends to Re-print any previous job older than 15 days of printing time, must provide files for Re-print. Color FX will not be liable for any color shift.
- Creative/Experimental work:** Experimental or preliminary work performed at the customer's request is chargeable at the rates of Color FX. This work may not be used without a written consent of Color FX. Sketches, copy dummies, and all other creative work developed or furnished by Color FX are the exclusive property of Color FX. Any use or, deviations of ideas from such articles are subject to written consent of Color FX.
- Accuracy of Specifications:** Quotations are based on the accuracy of specifications provided by customers. Color FX can re-quote a job at the time of submission if, copy, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.
- Electronic Manuscripts/Images:** It is customer's responsibility to maintain a copy of original files. Color FX is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished or final input. Any digital input will be evaluated and no liability is assumed for problems that may arise by Color FX. Any additional translating, editing, or programming required to utilize customer-supplied files will be charged at prevailing rates.
- Limitation of liability for Web Site usage:** In no event shall Color FX or its licensors, suppliers, vendors, their officers, directors, employees or agents be liable for any special, incidental, indirect, or consequential damages of any kind, any damages resulting from loss of use, data or profits, whether or not Color FX has been advised of possibility of the damage, arising out of or in connection with the use or performance of the web site or of failure to provide services ordered from Color FX or its affiliates, including without limitation, damages arising from mistake, omission, virus, delay, or interruption of service. In no event shall Color FX be liable for any damages or consequences arising from or related to customer's or web surfer's inappropriate or unauthorized use of the site or its content.
- Alterations/Corrections:** Alterations include all work performed in addition to the original specifications, such as translating, editing, or programming required to utilize customers supplied files. All such work is chargeable at the current rates and time estimated by Color FX.
- Prepress Proofs:** Customer is fully responsible for final proof and layout approval prior to the printing process. Prepared proofs provided in agreed format should be checked and approved or corrected by customer. Marking "OK" or, "OK with corrections", or, "Revised Proof Required" by customer is mandatory and before the approved master set is received, no further work will be performed. Color FX will not be responsible for undetected production errors if:
a) Proof is not required by customer, b) The order is printed as per customer's OK, c) Request for changes are communicated verbally.
In order for us to help you best serve your clients, it is critical that you understand how our business functions. Unlike other print shops, we at ColorFx, Inc. take our **turnaround** time very seriously. When you put in an order, we make sure that you receive the **job on time**. As a result, we **turn down** other jobs in order to meet the deadlines we have already committed to. However, we need your cooperation to be able to continue providing you with timely service.
Therefore, it is **critical** for you to **approve the proof within 24 hours** so that we can produce your job on time. When the job is **NOT** approved within 24 hours, it creates a domino effect in our business that causes us to not only be late on your job but other jobs as well. **We consider you as our partners** and when you bring us an order, we want to help you get the best results so that your clients can be satisfied.
Unless there are extraneous circumstances that are out of our hands such as an act of nature, we will do everything in our power to keep our promise to you and deliver your product on time.
With your cooperation, we can continue to live up to our name and provide you with **excellent customer service and timely delivery** of your product.
PLEASE NOTE: ANY FPO APPROVAL EMAILED, THAT WE DO NOT GET A RESPONSE WITHIN 24 HOURS WILL AUTOMATICALLY BE CONSIDERED APPROVED FOR PRODUCTION.
- Combo Run Orders:** No proofs are provided for combo run orders. Color FX combo runs are all automated and Color FX does not have control on customers provided files. All files provided to Color FX must be print ready. For assistance on providing with print ready quality files, please see Help Center on website for details.
- Press checks:** If requested at the time of quotation and is written in the approved quotation of Color FX, Press Check can be done within 3 hours of customer's notification. Customer should be present at the time of make ready. Press time lost or any alterations/Corrections made because of customer's delay or change of mind will be charged at the current hourly rates of Color FX.
- Color Proofing:** Color FX is not liable for color matching or ink density on screen proofs approved by customers. A variation of color proof and completed job is to be expected and considered acceptable performance.
- Overruns/Underruns:** A maximum of 5% Overruns/Underruns for all Color FX orders.
- Customer's Property:** Liability of Color FX for any property belonging to customer in its premises is to the extent of an amount recoverable from insurance company. Additional insurance coverage may be obtained upon written request of customer subject to coverage of premiums by customer.
- Shipping and Delivery:** Color FX will always act to make sure the delivery schedules are met, however, unexpected equipment failure, technical problems may delay printing process and on time shipping. Such evidenced cases will not be a ground for order cancellation. Color FX is not liable for third party shipping errors, omissions or damaged shipments, if such cases occur, Color FX will file a claim to third party shipping companies and whatever the refund, it will be handed over to the customer. Delivery Fees calculated and charged to customer includes the third party shipping entity's quotation and a handling Fee at current rates.
- Turnarounds:** Production schedules are established and followed by both the customer and Color FX. Color FX is not held liable for any delays due to out of control circumstances. If occasionally a customer needs to expedite a pre-scheduled order, based on the production schedule of Color FX, such request may be expedited with an additional calculated and agreed charge.
Next Day: In by 10:00 AM will be ready for pick up by 3:00 PM the following day, **3-4 B. Day** and **5-7 B. Day** (after approval): In by 10:00 AM will be ready for pick up by 3:00 PM. **Combo jobs of Business Card & Postcard:** a) **Monday** in by 1:00 PM ready for pick up on **Wednesday** after 2:00 PM and shipped on **Thursday**. b) **Wednesday** in by 1:00 PM ready for pick up on **Thursday** after 2:00 PM and shipped on **Friday**. c) **Thursday** in by 1:00 PM ready for pick up on **Monday** after 2:00 PM and shipped on **Tuesday**. Office hours/Shipping & Receiving hours: M-F, 8:30 – 17:00 PST.
- Customer furnished Materials:** Materials furnished by customers or delivery tickets verify their suppliers. Color FX bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by Color FX. Details of correct weight, thickness, pick resistance, and other technical requirements are mandatory. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be fully useable by Color FX without alteration or repair. In case of need to repair such materials Color FX will charge a current rate Fee for such services.
- Payment/Claims/Lien:** Payment for orders above \$ 500 is 50% at the time of order and balance, before pickup or delivery. A partial delivery or pick up may be allowed against full payment of the job. Customers having Line of Credit with Color FX are excluded of above payment terms and conditions up to their credit limit. Since each order is unique to customer and has no Resale value for Color FX, all the orders are considered final. If Color FX verifies an error occurred by its mistake the job will be re-printed at no cost. No refund or credit toward such jobs. Customer must notify Color FX within 5 calendar days of such defects discovered. In order to receive replacement the customer must return the 100% of the received product within 10 calendar days from the time of order delivery date. All charges related to expedite printing such as Rush printing or Rush shipping are not refundable including for those orders that are returned for any reason.
- Liability:** Color FX warrants that the work is as described in the purchase order. Sketches, copies, dummies, and preparatory work shown to the customer are intended to illustrate the general type and quality of work and are not intended to represent the actual work to be performed. Color FX warrants only, that, the work will conform to the description contained in the purchase order. The maximum liability of Color FX, 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 Color FX be liable for specific, individual, or consequential damages.
- Indemnification:** Customer agrees to indemnify and defend Color FX and all parties from whom Color FX has licensed portions of content, and their directors, officers, and employees, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of, or, related to your breach of these terms of use or any suit, claim, or demand from or relating to any text, photograph, image, graphic or other material you incorporated into products. Customer warrants the work is not copy righted by a third party. Customer warrants the work does not contain any libelous, scandalous or anything that threatens the privacy right of any person. Color FX reserves the right to use its sole discretion in refusing to print anything deemed to be libelous, scandalous, improper, or infringing on copy right law.
- Storage:** Any intermediate materials or printed job must be picked up or delivered at the time of job's completion. If a customer requires storage of materials and Color FX has such open space to fulfill the customer's request, then a mutually agreed Fee will be paid by customer for such a service. Color FX can refuse such service at any time.
- Taxes:** All taxes and related assessments levied by any Government Authority is direct responsibility of customer. Unless the customer provides a Certificate of Exemption, the tax charges will be imposed in customer's bill by Color FX. If, after the customer has paid the invoice, it is determined that more taxes are due, the customer must remit the additional amounts to Taxing Authorities or Color FX if the Taxing Authority has imposed the tax on Color FX.
- Telecommunications:** Unless otherwise agreed, the customer will pay for all transmission charges. Color FX is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.
- Venue:** In the event of suit regarding this contract, then the only venue and jurisdiction therefore shall be in either the Superior or Municipal Court, as appropriate, of the County of San Fernando Valley, California. The parties agree and stipulate that the essential terms of this contract are to be performed in the said County.