



Terms and Conditions

Standard Terms and Conditions

The following terms and conditions of sale constitutes of all purchases of products or goods or services from Image Craft, LLC (Image Craft), an Arizona Corporation. Buyer's acceptance of Image Crafts products and goods constitutes it's acceptance of the following terms and conditions. Terms and conditions which apply to such sales, except those terms which relate to prices, quantities, delivery schedules and the description and specifications of the goods and/or services set forth in the accompanying sales order or purchase order. Image Craft hereby objects to and rejects any other terms and conditions.

Pricing

Prices quoted do not include any applicable federal and state taxes. Prices quoted do not include shipping costs unless itemized in the estimate. The buyer will be responsible for paying any shipping and handling charges.

Quotations

Quotations are only valid for thirty (30) days from the date of the quotation. Quotations are based on the cost of production prevailing at the date of quotation, and are subject to variation on or after acceptance of any order to meet any rise or fall in such costs. To confirm your acceptance of an Image Craft quotation, you must complete and submit a Purchase Order.

Payment

Payments will be due upon the later of date of delivery of the goods or the date the terms specified in Image Crafts invoice. Image Craft reserves the right to assess monthly service charges on overdue accounts. Image Craft standard terms are to request payment upon delivery of goods and services. A 50% deposit might be required on special projects. All printed products shall remain the property of Image Craft until they are paid in full. Account credit terms are available upon approval.

Design Changes & Additional Charges

By accepting an Image Craft standard terms and conditions the buyer approves the design of goods or services outlined in an estimate. Any changes or alterations to the original discussed project may require an increase in the price charged to the buyer. The buyer may be required to execute a supplemental purchase order or sales order.

File Errors

Image Craft will contact the buyer when errors are detected in their supplied image files. The buyer will be alerted to the issue and given the following choices:

- Resubmit a corrected file
- Request an estimate for Image Craft to correct the files. This action will incur additional charges and a supplemental purchase order might be required prior to proceeding with the order.
- Buyer must sign-off on all final proofs before the printing process commences. Under no circumstance will Image Craft be responsible for any errors or omissions overlooked during the proofing process.



Proofs

Upon buyers' request, proofs of work will be submitted for the approval prior to printing. No liability is accepted for any errors not corrected by the buyer on proofs. Jobs without proofs will be printed following generally recognized industry color standards. Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and production operations, a reasonable variation in color between color proofs and completed job shall constitute acceptable delivery. A reasonable variation in color proof and the completed goods or services will constitute a sufficient tender of delivery, entitling Image Craft to full payment.

Print / Delivery Schedule

Printing turnaround time begins once your order has been placed and your print-ready files have been uploaded to your account, attached to your printing job, and approved for printing. Please note that if we are unable to print your files because they do not conform to our file requirements, your job status will return to "Need Artwork" and your printing turnaround time will be reset. Quoted production times start only after Image Craft receives final approval of your layout.

Quoted production business days are calculated in 24 hour increments. All correspondence regarding the order must include the job number (in the subject line of an email or on the outside of a package/envelope) to avoid any delays in production. Completion of your job within our quoted production time is contingent on timely receipt of your signed layout and final approval.

Claims / Warranty / Repairs

All claims in respect of work, or the quality or quantity thereof, shall be made in writing within 7 days of receipt by the customer. In the absence of such a claim, the work shall be deemed to have been received, checked and accepted as fully complying with the customer's specifications. Except as expressly provided for herein, buyer accepts the goods and services in an AS-IS / WHERE IS condition. All other warranties without limitations, are express disclaimed, except specifically noted warranties on the job estimate. Image Craft will repair or replace the goods and services, provided that such product or service is deemed defective by Image Craft.

Indemnification

Buyer agrees to defend, indemnify and hold harmless Image Craft and its affiliates from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to any and all suits or claims for infringement of any copy rights and/or patent rights relating to equipment or materials incorporated into the goods and services. Buyer will pay all royalties and intellectual property license fees related to the goods or services, if any. Buyer will pay for any tradework, patent or copyright fees associated with the goods or services.

Choice of Law

All transactions between buyer and Image Craft, and any matters arising from or as a result of the sales of Image Craft goods or services, will be governed by Arizona law, without the regard to the conflict of law principles. Jurisdiction will be exclusively in the states or federal courts of the State of Arizona, and the parties hereby agree to personal jurisdiction and venue of such courts.

Signature: _____

Date: _____

Company: _____