



Terms and Conditions of Sale

The Badger Group

1. Orders regularly entered cannot be cancelled except upon terms that will compensate against work already done.

2. Experimental work performed at customer's request shall be charged for at current rates.

3. Sketches, layouts, digital files and all work created or finished by the printer, shall remain his exclusive property and no use of same shall be made, nor may ideas obtained therefrom be used, except upon compensation to be determined by the owner.

4. Digital files, plates and other items, when supplied by the printer, shall remain his exclusive property, unless otherwise agreed in writing. Digital files or plates will not be held after completion of the order except by special agreement with customer and are stored solely at the customer's risk. The printer is not responsible for any loss or damage of said property under any circumstances. The customer is strongly advised to keep a backup of any and all digital files stored with printer.

5. **Alterations:** Proposals are only for work according to the original specifications. If, through customer's error, or change of mind, work has to be done a second time or more, such extra work will carry an additional customer change charge, at current rates for the work performed.

6. **Proofs:** The Company will submit proofs along with original copy for the Customer's review and approval. Corrections will be returned to the Company on a "master set" marked "Print as is - no alterations," "Print with alterations as marked," or "Correct and show another proof" and signed by the Customer. Until the master set is received, no additional work will be performed. The Company will not be responsible for undetected production errors if:

- Proofs are not required by the Customer
- The work is printed per the Customer's O.K.
- Requests by the Customer for changes or corrections are not communicated in writing.

7. **Color Proofing:** Because of the difference in equipment and conditions between the color proofing and the pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute an acceptable delivery.

8. **Press Proofs:** An extra charge will be made for press proofs, unless the customer is present when the form is made ready on the press, so that no press time is lost. Presses standing awaiting O.K. of customer will be charged at current rates for the time so consumed.

9. **Mail Lists:** The Customer's mailing list(s) in the Company's possession, for storage or otherwise, is the exclusive property of the Customer and shall be used only at the Customer's instructions. The Company shall provide reasonable and prudent protection, consistent with industry standards, against the loss of Customer's list. This includes adequate backup procedures for all files and programs.

10. **Postage:** Quotations do not include postage. The Company will notify the Customer in writing (including e-mail) of the required postage as soon as this amount is known and will notify the Customer of the date when the postage must be received in order to complete the mailing prior to the agreed upon mailing date. While the Company will make every effort to provide the Customer with an accurate estimate of required postage, the Company is not responsible for additional postage charges if the rate of postage changes for reasons beyond Company's control.

11. **Customer Property:** The printer shall charge the customer, at current rates, for handling and storing customer's stock or customer's printed matter held more than thirty (30) days. All customer's property that is stored with a printer is at the customer's risk, and the printer is not liable for any loss or damage thereto under any circumstances. It is understood that the gratuitous storage of customer's property is solely for the benefit of the customer.

12. **Outside Purchases:** Unless otherwise agreed in writing, all purchases from third party service providers requested or authorized by the Customer, are chargeable to Customer. The Customer is responsible for payment for any paper which the Company has been authorized by the Customer to purchase, including paper remaining on hand as the result of Customer changing suppliers, discontinuing publication, or changing paper requirements or quantities.

13. Paper stock furnished by the customer shall be properly packed, free from dirt, grit, torn sheets, bad splices, etc., and of proper quality for printing requirements. Additional cost due to delays or impaired production on account of improper packing or quality shall be charged to the customer.

14. Overruns or underruns not to exceed 5% of the amount ordered shall constitute an acceptable delivery and the excess or deficiency shall be charged or credited at 70% of the quoted price rate.

15. **Public Liability:** The customer or purchaser agrees that the printer may refuse at any time to print any copy, photographs or illustrations or any kind that in his sole judgement he believes is an invasion of privacy, is degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass, or is in bad taste. The customer also agrees to defend the printer and hold him harmless in any suit or court action brought against him for alleged damages resulting from his printing any copy, photographs or illustrations that is felt by others to be degrading, libelous, or harmful to their reputations, images, or standing in the community.

16. **Delivery:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Fort Atkinson, WI. Proposals are based on continuous and uninterrupted delivery of the complete order; otherwise the Company will charge accordingly at current storage rates. Charges for delivery of materials and supplies from the Customer to the Company are not included in Quotations unless specified.

17. **Delays in Delivery:** All contracts are made contingent upon wars, strikes, fires, floods, accidents or other contingencies beyond the printer's control.

18. **Credit Policy:** This estimate is based upon the information available and is subject to review of furnished materials, credit approval and acceptance of order to print by an officer of the company. Credit must be established before a project shall begin.

19. **Payment and Acceptance:** Payment is Net thirty (30) days from the date of invoice. Claims for defects, damages or shortages must be made in writing by the Customer no later than ten (10) days after delivery. If no such claim is made, the Company and the Customer will understand that the job has been accepted, and Customer acknowledges that the Company's performance has fully satisfied all terms, conditions, and specifications.