

Plese Printing & MARKETING

IT'S ABOUT SERVICE™

WEB DESIGN AGREEMENT AND INVOICE

Subject to the Terms and Conditions on the reverse side hereof.

To: _____ Date: _____

Assignment Description: _____

Fee Payment Schedule: _____ *non-refundable \$500 deposit*

Itemized Expenses:

Web Design Work i.e. website design, web hosting and email hosting – includes 2 designs and 2 minor changes by client.

- Client's alterations: major changes and additional minor changes billed at \$85 per hour.
- Other expenses may include: Purchasing stock photos, digital color or black & white proofs, Epson color proofs, press checks, and/or preparing mock-ups or prototypes.
- Major changes or additional changes will not be made, and other expenses will not be added to the initially agreed upon _____ design charge without customer's authorization to do so.

If customer is signing this form on behalf of the company or other type of entity, customer represents that he/she is authorized by said company or entity to do so.

Customer: _____ Date: _____

By: _____

Name/Title: _____

Subject to change without notice

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TERMS AND CONDITIONS

(The printing terms used below are normal and customary terms in the printing business; a glossary of customary printing terms is available from Plese Printing on request.)

1. **ESTIMATE** Plese Printing may give customer an estimate (probable cost of job based on initial specification from customer) orally or in writing, with or without reviewing the original copy (written material, art, photographs and/or graphics). An Estimate is not binding on Plese Printing.
2. **QUOTATION** Customer may cancel any verbal or written Order (acceptance of a Quotation) upon compensation (which will include customary profit) to Plese Printing for the work already performed on the Order by Plese Printing prior to cancellation. Plese Printing will suspend all work on Order upon cancellation and will not be liable to customer or others for failure to meet any delivery date, finish any work or complete any job.
3. **ORDER** Customer may cancel any verbal or written Order (acceptance of a Quotation) upon compensation (which will include customary profit) to Plese Printing for the work already performed on the Order by Plese Printing prior to cancellation. Plese Printing will suspend all work on Order upon cancellation and will not be liable to customer or others for failure to meet any delivery date, finish any work or complete any job.
4. **PLEASE ORIGINAL ARTWORK/OWNERSHIP OF ARTWORK** Regardless of any term or condition to the contrary, Artwork/Experimental/Creative Work [i.e. design and layout of Customer Copy and/or ideas, artwork, sketches, copy, logos, dummies and all preparatory work (Plese Artwork)] performed at the customer's request and created, developed and furnished by Plese Printing specifically for customer will remain Plese Printing's exclusive property and will be charged in the amount separately listed in the Quotation or Invoice (writing delivered on completion of jobs stating all charges for job) or separately quoted upon customer's request (whether before or after the completion or delivery of job) for Plese Artwork.
5. **EXCLUSIVE RIGHTS GRANTED** Upon Plese Printing being paid in full both the amount separately listed for the Plese Artwork and the remainder of the Invoice amount for the job, Plese transfers to Customer the exclusive right to use the Artwork only for the purpose described on the reverse hereof ("Usage"). Plese reserves all rights not expressly granted to Customer. Any other usage by Customer shall require the payment of an agreed upon additional fee. Unless otherwise agreed to, all Artwork shall be produced and printed exclusively by Plese.
6. **CUSTOMER FURNISHED MATERIAL(S)** Customer Furnished Material(s) (i.e. paper stocks, inks, camera-ready copy, plates and other such items) shall be manufactured and delivered in accordance with the specifications separately listed in the Quotation. Cost and expenses not separately listed in the Quotation due to delays or impaired production caused by failure to comply with specifications will be charged to customer.
7. **CONDITION OF ORIGINAL COPY** Upon Review of original Copy, if the condition, state, characteristics, composition, appearance, fitness or other circumstances of the original Copy differ from that which had been initially described and upon which initial description an Estimate was made, such Estimate will automatically be rendered null and void, and Plese Printing will issue a new Estimate or Quotation.
8. **PREPARATORY MATERIALS** Regardless of any terms or conditions to the contrary, and subject to paragraphs 4 & 5, preparatory materials (final Copy used to go to print: i.e. working mechanical art, type, flats, plates, and other such items) when created, developed or furnished by Plese Printing will remain Plese Printing's exclusive property. Customer will acquire title to, and/or the right to use, preparatory material only upon Plese Printing being paid in full both the amount separately listed in the Quotation or invoice or separately quoted upon customer's request (whether before or after completion or deliver of job) for preparatory material and the remainder of the Invoice amount for the job.
9. **ALTERATIONS/CORRECTIONS** Alterations represent work performed in addition to or changes of the original specifications listed in the Quotation. Plese Printing will quote customer separate charges for Alterations. If Alterations are made at customer's request, customer agrees to pay Plese Printing Alteration Charges in addition to the original Quotation or Invoice amount for the job. Corrections represent rectification's or typos, mistakes and unauthorized deviations from the original Copy and/or specifications listed in the Quotation.
10. **PRE-PRESS PROOF(S)** Pre-Press Proof(s) (pre-printing test sheet made to reveal errors or flaws and how job will appear) will be submitted to customer with original Copy, if provided by customer. Corrections will be made on one set of pre-press Proof(s) only (masterset) and return marked "OK" or "OK with Corrections." signed by customer. If masterset of pre-press Proof(s) is returned marked "Ok with Corrections" at time of return of the master set, customer MUST request, in writing, corrected pre-press proof(s). Plese Printing will not be liable for errors, mistakes or breaches of an express and/or implied warranties (including of fitness and/or merchantability) if the customer has failed to return masterset of pre-press Proof(s) or corrected pre-press Proof(s) with indication of corrections and/or if customer has instructed Plese Printing to proceed without submission of pre-press Proof(s) or corrected pre-press Proof(s).
11. **COLOR PROOF(S)** Plese Printing will not be liable for breaches of any express and/or implied warranties (including fitness and/or of merchantability) by reason of reasonable color variation(s) between color Proof and finished work, and such reasonable color variation(s) in finished work shall constitute acceptable delivery.
12. **PRESS PROOF(S)** Unless separately listed in the Quotation, no Press Proof(s) (Proof(s) made on the press using the plates, paper and ink specified for the job) will be provided. If Press Proof(s) are not separately listed in the quotation, upon customer's request Plese Printing will quote a charge (including any off premises printing costs). An Inspection Sheet (a one sheet/page sample Press Proof of a multiple sheet/page job) of any form (i.e. loose, composite, unfinished, not final or otherwise) will be submitted for customer approval to no additional charge provided that customer is available at the press (unless other arrangements are made) during the time of Make-ready (activities required to set up the press before production begins). Customer agrees to pay Plese Printing for charges (including off premises printing costs) for lost press time due to customer delay or customer changes and corrections.
13. **OVER-RUNS AND UNDER-RUNS** Over-runs and under-runs not to exceed 10% (Quantity Range) on quantities ordered, or the Quantity Range otherwise separately listed in the Quotation specification, shall constitute acceptable delivery. If customer requires guaranteed exact quantities, Quantity Range will be doubled. Customer agrees to pay for actual quantity delivered within Quantity Range based upon unit price per Quotation.
14. **DELIVERY** Unless separately listed in the Quotation, the Quotation is for a single shipment (*i.e. one continuous, uninterrupted deliver for complete job order without storage), F.O.B. local customer's place of business or F.O.B. Plese Printing's platform for out-of-town related customers. Unless separately listed in the Quotation, the Quotation will not include charges related to delivery from customer or customer's supplier to Plese Printing or special priority pickup or delivery service. Customer's or customer's supplier's delivery or special priority pickup or delivery service upon customer's request will be charged by Plese Printing. Materials delivered from customer or customer's supplier will be verified with supplier's ticket(s) only as to cartons, packages, or other items delivered. The accuracy of quantities contained in such materials delivered as indicated on supplier's ticket(s) will not be verified, and Plese Printing will not be liable for shortage based on supplier's ticket(s).
15. **TITLE** Subject to paragraphs 4 & 5, title and risk of loss for finished work will pass to customer upon identification or completion of job, whichever occurs first.
16. **PRODUCTION SCHEDULE(S)** Production Schedule(s) and delivery date(s) will be separately listed in the Quotation. Customer and Plese Printing agree to adhere to production schedule(s) and delivery date(s); provided that neither will be liable for delay due to state or war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action(s) of government or civil authority, act(s) of God or other cause(s) beyond the control of Plese Printing. Where production schedule(s) in (are) not adhered to by customer, delivery date(s) will be renegotiated.
17. **TERMS** Customer agrees to pay amount(s) on term(s) separately listed in the Quotation, Invoice or other agreement. Customer agrees that claim(s) for Nonconformity (i.e., defective, damaged, short or other claim) will be made in writing within fifteen (15) days after delivery of each shipment of job claimed to be in Nonconformity. Customer's failure to make Nonconformity claim timely will constitute irrevocable acceptance and admission that shipment fully complied with terms, conditions, and specifications.
18. **LIABILITY** Customer agrees that, subject to any right to cure, Plese Printing's liability will be limited to the unit Invoice price of any non conforming work and will in no even include special, incidental or consequential damages, including profits or list profits.
19. **CUSTOMER'S PROPERTY** Plese Printing will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to customer while in Plese Printing's possession; Plese Printing's liability for customer's property shall not exceed the amount of insurance proceeds actually received. Plese Printing will not be liable to customer to the extent of any deductible. Customer's property of extraordinary value will not be so insured unless separately specifically listed in the Quotation.
20. **SECURITY INTEREST** As security for payment of any sum due or to become due per the Quotation, Invoice or other agreement, Customer hereby grants and conveys to Plese Printing a lien and security interest on, and the right to retain possession until paid in full of all customer property in Plese Printing's possession (including, without limitation, original Copy, work in process and finished work). Any extension or release of credit, or acceptance or release of notes, trade acceptance or guarantee or payment, shall not affect Plese Printing's security interest and lien.
21. **INDEMNIFICATION** Customers agree to indemnify and hold harmless Plese Printing from any and all loss, cost, expense, fees, liabilities, judgments and damages (including court costs and reasonable counsel fees and disbursements of counsel) on account of any and all manner of claims, demands, actions, and proceedings (including investigations and responding to subpoenas whether or not customer or Plese Printing is a party, collectively "Claims") that may be made or instituted against Plese Printing alleging that the job or work violates any copyright(s), trademark(s) or other property right(s) of any person or entity or that it contains any matter that is libelous or obscene or scandalous or invades any person's right to privacy or other personal right(s), except to the content caused by recklessness or willful misconduct of Plese Printing. Customer agrees, at customer's own cost and expense, to promptly defend and continue the defense of any Claims against Plese Printing, provided that Plese Printing gives customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue such defense.
22. **INVOICE TERMS/INTEREST/ATTORNEYS FEES** Payable upon receipt. All amounts which are 30 days past due shall bear interest at the rate of 1.5% per month until paid in full. Customer agrees to pay all reasonable collection costs, and attorneys fees and costs incurred by Plese Printing to collect any amount due under this invoice.