

Terms

Purchaser Agrees to pay in full or one-half total sale upon execution of this contract by check or credit card. This(these) order(s) cannot be cancelled. In no event shall Chansen Printing's liability to the purchaser for all claims of any kind exceed the total charges payable for the order. Chansen Printing shall not be bound by any promises or agreements not contained herein, nor shall any such relieve purchaser of their obligations hereunder. AFTER APPROVAL, PLEASE ALLOW UP TO TEN BUSINESS DAYS FOR PRODUCT DELIVERY; FOUR TO SIX WEEKS FOR CUSTOM FRAMES.

Payment: This contract has been signed by an individual authorized to legally bind and obligate the above named business and signee to pay for all services specified on this contract in accordance with the terms and conditions printed here on this contract. Purchaser and agent (if any) each agree to be jointly and severally responsible for full payment thereof. In any action brought upon this contract, venue shall be proper in Rockwall, Texas and purchaser and agent (if any) expressly waive any objections to venue or personal jurisdiction therein. In the event that payment is not made by purchaser, in accordance with terms and conditions of this contract, purchaser agrees to pay all legal fees incurred by Chansen Printing to obtain collection.

Conditions: Purchaser and agent(if any) assume liability for all content of printed materials written or pictorial images and sole responsibility for any and all claims arising thereof. This contract is with the named business (Purchaser) and change of ownership, management or agency will not dissolve contract obligations. Failure to acknowledge signoff or return proof will not alter contract payment terms or obligations. A \$35.00 service charge will be applied to all returned checks. Chansen Printing reserves the right at any time to reject any advertising material which may be deemed objectionable or offensive toward others.

Conditions

All contracts are subject to acceptance by Chansen Media Group, Inc. DBA Chansen Printing. Chansen Printing requires that all Terms and Conditions contained in this contract legally bound the purchaser and agent (if any) to all contract Terms and Conditions.

- DESIGN/PROOFING SERVICE** Graphic Design services are charged at a rate of \$295 per two hours. We also offer Production Assistance, which is charged at a rate of \$125 per product. Graphic Design services or Production Assistance starts with us receiving all logos, copy, images, color and general direction from the purchaser. We will not start a design without all of the proper components and direction necessary. Once all components are received, then the job is put right into production. The purchaser will see a proof via e-mail within 2-3 business days. Revisions received for a job will be completed and a new proof will be sent back within 24-48 hours. After the design is approved then an invoice is generate and sent to purchaser for remaining balance. Upon payment, the job will be sent to press. Upon request and for a fee, a computer generated color proof can be produced to simulate how the printed piece will look. Because of the differences in equipment, ink and other conditions between color proofing and production pressroom operations, a reasonable variation in color is to be expected. Certain ink colors can vary after some production processes. Exact PMS color matches cannot be guaranteed. When variation of this kind occurs, it will be considered acceptable performance and the proof becomes an accepted approval between the purchaser and Chansen Printing.
- PRINT TURNAROUNDS** Print turnarounds start the day after a job is approved, invoice is paid and the order is sent to press. Our print turnarounds can range from 7-10 business days and once an order is sent to press it cannot be pulled or adjusted for any reason, nor can it be canceled.
- DIRECT MAIL SERVICES** Direct mail process, relating only to fulfillment, takes up to 5 business days and consists of 3 major steps. Those steps are data sorting (creating the distribution list), inkjetting the addresses onto the pieces and delivering the pieces to the post office. Before a job can be mailed, the estimated postage fee must be paid for by the purchaser. Postage is always an estimate and can never be fully determined until the list is processed and certified for delivery by the United States Postal Service. Once the postage invoice is paid, then the pieces will go to the United States Postal Service. USPS does not guarantee any specific delivery time but states that standard/pre-sorted mail can range from 5-10 mail days and first class mail from 2-5 mail days.
- SHIPPING** Shipping services provides several options for getting your order to you from one day turnaround to a standard 5-7 business day. Shipping starts when the completed job is entered into the system and loaded onto a delivery truck. Next day shipping is available upon request, but is not guaranteed. If a job is shipping out of state then the average turnaround could range from 7-10 business days.
- RUSH ORDER PARAMETERS** Rush orders are possible and subject to management approval. In order to rush an order, a timeline and additional rate must be calculated by management along with the delivery cost. In order to fulfill the rush order, the purchaser agrees to perform all tasks necessary, like being on standby to proof and approve the design quickly. If the purchaser does not perform the needed tasks then the job deadline will be affected.
- COPYRIGHTS AND TRADEMARKS** The purchaser warrants that: The subject matter to be printed is not copyrighted by a third party. The purchaser also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. 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. Purchaser warrants that he/she has the authority to use any trademark, trade name, service mark, name, portrait, picture or illustration in the manner and in accordance with the ad material submitted. Chansen Printing reserves the right to use its sole discretion in refusing to print anything that appears illegal, libelous, scandalous, improper, or infringing upon copyright law. No copyright notice has been removed from any material used in preparing the subject matter for reproduction. The purchaser agrees to indemnify and hold Chansen Media Group DBA Chansen Printing harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright and trademark infringement involving the work produced or provided.
- CLAIMS** Claims for defects, damages, or shortages must be made by the purchaser in writing no later than 48 hours after delivery. If no such claim is made, Chansen Printing and the purchaser will collectively agree that the job has been accepted. By accepting the job, the purchaser acknowledges that Chansen Printing's performance has fully satisfied all terms, conditions and specifications. Chansen Printing's liability will be limited to the quoted selling price of defective goods, without additional charge for special or consequential damages as specified. As security for payment of any sum due under the terms of this agreement, Chansen Printing has the right to hold and place a lien on all purchasers' property in Chansen Printing's possession. The 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 purchaser is liable for all collection costs incurred, including reasonable attorney's fees incurred by Chansen Printing to obtain collection.
- ADVERTISING PRODUCTS** Chansen Printing reserves the right to feature any purchasers' printed pieces in its advertising or promotional material, unless otherwise specified by the purchaser in writing.
- MODIFICATION** This contract constitutes the sole understanding between the parties hereto as to the subject matter herein. No modification or change to this contract or any oral understanding will be binding unless in writing signed by both parties hereto. Chansen Printing shall not be bound by any promises or agreements not contained herein and accepted, nor shall any such relieve purchaser or agent (if any) of their obligations hereunder. Any agreed upon changes will be signed by both parties using a Contract Change Order.
- ADDITIONAL CONDITIONS** Chansen Printing reserves the right to terminate this contract in part or in its entirety at any time with or without cause. Purchaser acknowledges that he/she has read all terms and conditions and purchaser agrees to be legally bound by all contract terms and conditions contained in this contract.



PURCHASER'S INITIALS