

STANDARD TERMS AND CONDITIONS

These terms and conditions of sale govern this agreement of sale between MPS Communications Graphics, Inc. hereinafter "MPS" and CLIENT.

1. APPLICABILITY

All sales, agreements for sale, estimates, proposals, acknowledgment and contracts of sale, including but not limited to purchase orders, shall be subject to the following terms and conditions.

2. CANCELLATIONS

A. Orders are firm and not subject to cancellation without MPS's agreement. A percentage of CLIENT's purchase price covering all costs for work done will be applied to cancelled orders.

B. Order Refusal & Violation of Copyright – MPS reserves the right to refuse to print or produce anything improper or known to be illegal. MPS is not liable for any damages resulting from violation of copyright laws or illegal use of trade names, slogans, photographs, graphics, original artwork or any creative work provided by the CLIENT to MPS. The CLIENT guarantees and is fully responsible for the legal title of all materials submitted to MPS for printing, design, web publishing or any other services that MPS may provide.

3. NON-RETURNABLE MERCHANDISE

A. All merchandise covered by this invoice is a special order made expressly for CLIENT. All merchandise is non-returnable unless it does not substantially conform to the quoted specifications as determined by MPS.

B. MPS may at its sole option and discretion accept merchandise for return subject to restocking charge plus drayage.

4. ARTWORK AND/OR GRAPHICS

A. File requirements – All artwork and images must be provided to MPS in accordance with print industry standards such as SWOP and/or GRACoL for color usage, graphic reliability, resolution, size and type of graphic, proper font usage, and color format.

B. Approval. By submitting approval for the supplied proof, CLIENT agrees to all of the stated terms and conditions.

5. TAXES

Prices do not include any applicable sales, use, excise or any other tax. Any applicable taxes will be added to prices at time of invoicing and the CLIENT agrees to pay the same. CLIENTS exempt from taxes must furnish Certificates of Exemption at time of execution of the agreement or such taxes will be charged.

6. TERMS OF PAYMENT

A. MPS Product and Service invoices are net 30 days from date of invoice unless indicated otherwise.

B. MPS Postage invoices are due upon receipt and must be received by MPS prior to the Client requested mail drop date. Postage checks should be made out to MPS Communication Graphics, Inc. and reference the MPS postage invoice number.

C. Security interest - CLIENT hereby grants and MPS retains a security interest in the subject matter of this Agreement to secure the payment of indebtedness remaining unpaid hereunder. CLIENT agrees to execute financing statements and to perform such other actions as MPS required in connection with such security interest.

D. Deposit Requirement - Deposits shall be required as determined by MPS and in such amounts as stated on the quotation.

7. ACCEPTANCE

Acceptance of this offer is expressly limited to the exact terms and conditions of sale contained herein and any attempt to add, alter, or omit any such terms or conditions shall be deemed a rejection and counteroffer.

8. CHANGES

Change Orders - Changes in order quantity or specification must be delivered to MPS in writing and are subject to approval by MPS. Once a job has been approved for final production, no changes can be made to the artwork, job characteristics, or delivery schedule. If the order has not yet been approved for production, the Client may execute a Change Order and submit revised files. Additional charges associated with implementing the change will be supplied to the Client on the Change Order and included on the final invoice. Any resulting increased cost will be borne by the CLIENT.

9. LIMITATION OF LIABILITY

A. All goods sold are subject to MPS's standard express warranties there being no implied warranties as to merchantability or as to the fitness of the merchandise for any particular use.

B. All orders and deliveries are subject to availability of materials and/or supplied merchandise from CLIENT.

C. No liability shall accrue against MPS as a result of any breach of contract resulting from any strike lockout, work stoppage, accident, act of God, or any other delay beyond MPS's control, including but not limited to discontinuation or unavailability of merchandise, or any other materials.

D. MPS shall not be liable for any losses, forfeitures and all other consequential damages whether direct or indirect, and whether or not resulting from or contributed to by the implied default or negligence of MPS, its agents, employees, subcontractors and manufacturers, which might be claimed as the result of the use or failure of the goods or services sold. THERE IS NO FURTHER WARRANTY EITHER EXPRESS OR IMPLIED IN CONNECTION WITH THE DESIGN, SALE, MERCHANTABILITY OR USE OF THE GOODS AND/OR SERVICES EXCEPT AS TO TITLE; AND MPS'S LIABILITY ON ITS WARRANTY SHALL IN NO EVENT EXCEED THE COSTS OF THE GOODS.

E. Client and Seller agree that the Clients exclusive remedy is for the repair or replacement of any defective part or product. Client agrees that no other remedy applies, whether for incidental or consequential loss, injury or other loss.

10. HOLD HARMLESS AND INDEMNIFICATION

In accordance with and consistent with the preceding paragraph, CLIENT agrees to indemnify and hold MPS harmless from all actions, claims or demands of any person, firm or corporation arising out of or in any way connected with the goods and services sold, whether based in whole or in part on the implied default or negligence by MPS, its agents, employees, subcontractors or manufacturers.

11. ENTIRE AGREEMENT

The above terms and conditions represent the full statement between CLIENT and MPS. Any amendments to these terms must be in writing and signed by an officer of MPS.

12. GOVERNING LAW.

This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Pennsylvania. Any lawsuit related to this Agreement shall be brought in Court of Common Pleas of Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, and CLIENT hereby irrevocably agrees and consents to the exclusive jurisdiction of the aforementioned courts.