

# Park Place

## Printing & Promotional Products, LLC

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www.parkplaceprinting.net

## TERMS & CONDITIONS

### 1. SCHEDULING-NEW ORDERS

The delivery schedule set forth is based upon production commencing after receipt of customer's approval of final proofs, author's alterations or changes. All approvals must be in writing via fax or email and accepted by seller prior to production schedule. Exact reprints may be accepted via fax or email.

### 2. QUANTITY

Because the material is manufactured especially for the purchaser, in some cases there could be a 10% overrun to the order.  
(a) Seller reserves the right to short-ship or replace, at its discretion.

### 3. ORDERS

Orders received by seller may be cancelled or changed only upon terms that will compensate seller against loss.

### 4. CLAIMS

All claims for defective materials or workmanship must be made in writing, within five (5) days of receipt of goods. Any claims allowed shall be subject to the following:  
(a) The submission of defective samples to seller for inspection  
(b) Seller authorizes, in writing, the return of materials.  
(c) The returned materials are shipped F.O.B. destination prepaid, unless otherwise agreed.

### 5. ALTERATIONS OR CHANGES

The prices set forth are only for work according to the original specifications and copy supplied. Author's alterations of copy, proofs or changes and specifications will be charged at the current rates for time and materials consumed.

### 6. FLATS AND PLATES

All negatives, positives, films, proofs, plates, etc. remain the property of the seller, unless specifically purchased by the customer.

### 7. ART WORK, DIGITAL FILES, ETC.

All art work, digital files, etc. shall remain the property of the seller except as follows:  
(a) Those furnished by the customer.  
(b) Those sold to and paid for by the customer as may be specified in the order.  
(c) Seller will retain for a period of one (1) year all art work, digital files not recalled by the customer and will not be responsible for any such materials left beyond one (1) year following the last use of such materials.

### 8. CREDIT APPROVAL AND TERMS

Open Account - seller will accept Orders on Open Account only after approval. Payment on Open Account will be net 30 days, F.O.B. shipping point, unless otherwise agreed.

### 9. QUOTATIONS

All quotations are subject to immediate acceptance. All quotations otherwise accepted are subject to increased labor and material cost, at time of production. All quotations are subject to correction of stenographical errors.

### 10. ERRORS AND OMISSIONS - Typographical, stenographical or billing errors and/or omissions are subject to correction.

### 11. BOUNCED CHECKS - A \$35.00 fee will be charged to customer's account for any checks returned to this office.

### 12. NON-PAYMENT OF INVOICE

Customer will be responsible for all court costs and expenses, including reasonable attorney's fees, that are incurred in any collection procedure that has resulted from an uncollected invoice. Customer will be subject to the jurisdiction of the courts of the State of New Jersey for any action that may result in a legal judgment.

### 13. DELAYED PAYMENT

In the event that full payment for charges incurred are not made within 30 days of invoicing, interest will be charged at 2% per month (24% per year) on any balance due past 30 days.

Authorizing Officer must be one of the following (check one)  Pres  VP  Owner  Gen. Mgr.  Treasurer  Partner

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City / State / Zip \_\_\_\_\_

X \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Authorizing Officer

Printed Name



PRINTING | MAILING | PROMOTIONAL PRODUCTS