



## Terms and Conditions

### Quotes:

**If not specified, electronic copy provided will be assumed.**

- Prices are good for 30 days from date of quotation.
- Subject to change upon receipt of order if copy, product printability, or specification varies from those initially specified.

### Pricing

- All quoted prices are NET costs to our customers.
- All prices F.O.B. plant.
- Subject to correction of obvious errors.
- Prices are subject to change if there are lengthy production delays due to issues outside of our control (e.g. proofs or lack of copy) spec changes.

### Credit Terms

- New applications for credit must meet the approval of the Credit Department. Complete information must be submitted before an open account can be established. Compliance with our credit terms must be maintained to stay on an open account basis. Past due invoices may cause new orders and/or shipments to be placed on credit hold. Credit limitations may be applied at the discretion of our credit department.
- Each order will be invoiced as it is shipped. Please pay from the invoice.

### Terms of Sale.

- **Terms for qualified applicant are 2% - 10 net 30 days. Payments received after 30 days are subject to finance charges of 1 1/2%.**

### Order Entry

- Phone Orders – Must be followed by a signed purchase order.
- Written Orders – Must be accompanied by a signed purchase order.
- FAX Orders – Must be signed as a purchase order.
- Changes on orders must be made in writing. Verbal instructions must be confirmed in writing to avoid misunderstanding.

### Acknowledgements

- We will fax or e-mail an **abbreviated acknowledgement upon receipt of P.O. followed later by a detailed acknowledgement that needs to be reviewed for accuracy and/or corrections.**
- We ask that the **acknowledgement be checked for accuracy** and notify the plant immediately of any changes and/or inaccuracies.
- Corrections and changes should be made by phone and must be confirmed in writing.

### Copy

- Hard Copy – Art work supplied in this fashion will be scanned. Black and white originals are preferred. Color originals may require additional processing time in order

to achieve acceptable detail. Retouching is billable at the plant's hourly rate. Scanning a screened original is not recommended.

- Soft Copy – Submission of art in electronic format is preferred. Files should be assembled PRINT READY. Only recognized published software should be utilized. Contact the plant for acceptable electronic file formats. Editing submitted files to make them printable is billable at the plant's hourly rate.
- Uploading art files now available on our website, click on [online services](#), [upload files](#) and follow instructions.
- Composition – If Madison Forms is to prepare original copy, the plant will charge its hourly rate which will be included in the price quote. The quote will be based on three standard categories for pricing purposes: – Light base – Medium base – Heavy base. Additional charges required may apply to edits, corrections or changes required after original typesetting or prep.
- We make every possible attempt to catch and correct mistakes, however, we cannot be responsible for incorrect copy on customer-provided disks, art boards, or negatives.
- Miscellaneous – Part to part changes, screen positions and densities, marginal word position and numbering must be submitted in addition to art work.

### Proofs

- Soft Color Proofs – Electronic proofing is available in Adobe Acrobat pdf (portable document format). Delivery is via e-mail or ftp (file transfer protocol). Consult sales service to establish a NO CHARGE ftp account.
- Hard Color Proofs – One hard copy COLOR SIMULATION proof will be furnished free. Variations in hue, saturation and brilliance from the final print may be significant. Additional hard copy color proofs of this type carry a \$10.00 minimum charge per side per ply. **A charge of \$20.00 is required to overnight a proof.** Colored proofs must be returned with signed ok before we can go to press.
- Contract color proofs are available – **Kodak Match Prints for color critical work, \$15.00 each.** Press proofs are recommended when color match is extremely critical.
- We **discourage faxing proofs, pdf proofs are highly recommended, pdf files are more accurate and faster**, too often the size of the form and type face can be distorted and filled in. We cannot be responsible for impaired or flawed proofs due to faxes.
- It is the responsibility of the customer to **check the proof for correct spacing, spelling, part to part changes etc.**
- Three proofs free of charge, additional \$10.00 each.
- Plant is responsible for producing the job per customer's proof approval.
- Madison Forms will not be responsible for undetected production errors if: – The work is printed per the client's ok – requests for changes are communicated verbally.

### Specifications

- No order will be guaranteed unless the plant receives the following information: clear and complete specifications for

forms construction including at least one sample and a folding dummy if the order folds, general changes and perforations, complete paper and carbon specifications, including different widths and lengths. Unless specified otherwise the plant will use standard perforations and meet generally accepted industry tolerances.

- It is our customer's responsibility to indicate how the form is used when the usage has an impact on how the form is constructed.
- It is recommended that the make and model of the printer be included with all new orders as well as the manner in which the form is processed (distributed) after it is printed.
- The plant assumes no liability if the customer specifies the form incorrectly or does not give the form usage information.
- All new check orders must be accompanied by a MICR specification sheet and/or a previous sample indicating proper positioning of the MICR numbers and symbols. The starting number must also be indicated.

### Packaging.

- All continuous and unit sets forms will be bulk packed in heavy duty 44# ECT. cartons unless otherwise specified.
- Custom carton labels with customer logo, available on request.

### Order Change Notice.

- Changes can be made via telephone, but must be confirmed in writing or by e-mail or FAX. If additional cost is involved, the distributor will be charged accordingly.

### Order On-hold Policy.

- Orders put on hold, or orders sent out on proof pending action, will be held open for a period not to exceed **8 weeks**. These orders will be subject to cancellation and **total billing for all accrued costs**.

### Order Cancellation

- Once an order is received, the Plant reserves the right to proceed with production at once, unless advised in writing by the customer to cancel or delay the order.
- Cancelled orders will be charged on a time and material basis. Special materials & paper purchased for the job will be charged at our costs and will become the property of the customer.
- The minimum charge for cancellation is \$20.00.

### Overrun and Underrun

- All orders are subject to 10% overruns and underruns. If "no overrun" or "exact quantity" is specified, 5% will be added to the price. On special or made to order paper, the quantity of forms shipped will be subject to paper mill overrun or underrun and minimums or include value of paper.

### Turn Time

- Responsibility - Every effort will be made to meet our shipping commitments. Our normal shipping schedule is approximately 5 - 7 working days from receipt of the order. However the Plant cannot guarantee shipment on any specified date and will not be liable for failure to comply with the acknowledged ship date.
- On orders that have a proof, the ship date will not be set until proof approval.

### Transportation

- Orders will be shipped prepaid charge unless specified "collect" with the prepaid cost added to the invoice. There is a \$5.00 charge for all shipments.
- All shipments are F.O.B. Plant.
- Partial shipments will be made at customer's expense.
- Routing and method of shipping should be stated on your purchase order. Otherwise, we will ship the BEST WAY determined by delivery time and cost.

### Drop Shipments and Partial Shipments

- On orders specifying shipment to more than one destination, or partial shipments via parcel post, bus, airfreight, UPS, or other, we will charge an additional \$7.50 net per destination above and beyond the direct shipping charges incurred by the carrier. (Excludes fulfillment).

### Complaints, Adjustments, Returns

- All complaints must be made in writing, with accompanying samples illustrating the specified problems, within 60 days from the date of delivery.
- The plant will not except returned goods without prior authorization from our customer service department.
- We make every effort to settle any complaint as fairly as possible.
- It is Madison Forms' responsibility to print according to the specifications provided only. The limit of our responsibility is the replacement of goods and freight cost only or credit at the sole option of Madison Forms.

### Liability

- Printer's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages.
- As security for payment of any sum due or to become due under terms of any agreement, printer shall have the right, if necessary to retain possession of, and shall have a lien on, all customer property in printer's possession, including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance, or guarantee of payment shall not affect such security interest and lien.

### Indemnification

- The Customer agrees to defend, indemnify, protect and save harmless the Printer, its successors and assigns, against all suits at law or in equity and from all losses, liability, damages, claims and demands (including but not limited to attorneys fees and expenses) arising out of actual or alleged infringement of any intellectual property right including, without limitation, any United States or Applicable Foreign Country's patent, trademark, trade secret, or copyright or other intellectual property by reason of the use or sale of goods purchased and also for any matter that is libelous, obscene or scandalous, or invades any person's right of privacy or other personal rights.