

ORDERFORM

WE EXPECT TO HAVE A **PROOF READY BY**

date

WHAT AND WHEN DO YOU NEED YOUR PRINT FOR?

event date

STORE ADDRESS

name/address
zip tel fax e-mail

CAN WE KEEP IN TOUCH?

We'd like to keep you up to date with our offers and promotions.
E-MAIL Y N MAIL Y N
Can we contact you by... TEL Y N FAX Y N

ORDER ADDRESS

legal name
accounts contact name
address
zip

CONTACT DETAILS

customer code
order contact name
tel fax mobile
e-mail
zip

DELIVERY ADDRESS

business name
contact name
address
zip
tick box if as order address

PRINTING DETAILS

product	title	quantity	turnaround	working days from approval of artwork
product	title	quantity	turnaround	working days from approval of artwork
product	title	quantity	turnaround	working days from approval of artwork
product	title	quantity	turnaround	working days from approval of artwork
product	title	quantity	turnaround	working days from approval of artwork

PRINTING PRICE

\$
\$
\$
\$
\$

ARTWORK DETAILS – please attach your completed written brief

artwork package type \$ additional artwork – no. of hrs @ \$ per hour

ARTWORK PRICE

\$

SCANNING DETAILS – please attach sharp copies of any logos and photographs

no. of free scans included with artwork package (up to 8.5" x 11") no. of additional scans @ \$ each

SCANNING PRICE

\$

PROOFING OPTIONS (e.g. laser, soft proof etc.)

proofing options discussed mail to me fax to me e-mail to me call me to view proof type no. of proofs @ \$ each

PROOFING PRICE

\$

AUTHOR'S CHANGES & ADDITIONS AFTER INITIAL PROOF WILL BE CHARGED AT \$ PER HOUR

ARTWORK SUPPLIED ON DISK DETAILS

disk riser please fill in separate form hand holding service bronze silver gold

FILE CHECK PRICE

\$

OPTIONAL EXTRA DETAILS

description quantity
description quantity

EXTRAS PRICE

\$
\$

FOR INTERNAL USE ONLY

fit for purpose/reorder review issues

UPS DELIVERY DETAILS

collect from store deliver locally deliver direct from production (UPS Ground)

PREMIUM UPS SERVICES

Early A.M.® Next Day Air® Next Day Air Saver®

DELIVERY PRICE

\$

PROFILING DETAILS

how did you hear about us?
no. of employees
type of business

PAYMENT METHOD

cash check
credit/debit card please debit my account \$ card type
card number expiration date security code

DEPOSIT PAID

\$

SUB TOTAL

\$

BALANCE DUE*

\$

SALES TAX

\$

Data Protection: The printing.com reseller may pass your details to printing.com for account management and marketing purposes. This data may be held after the termination of any trading relationship you may have with the printing.com reseller. By signing below you consent to your data being processed in this manner.

YOUR SIGNATURE

X

PRINT NAME

YOUR POSITION

DATE

FINAL TOTAL



all orders accepted subject to standard Terms and Conditions – see reverse

FB/MS/4-09/V1.0

- Printing.com Resellers** – Each printing.com outlet is individually owned and operated by a franchisee or affiliate of PDC USA, LLC (each a "Printing.com Reseller"). The particulars of ownership of each printing.com outlet can be found at the premises of each franchisee or on the printing.com website at: www.printing.com (the "Website").
- Price variation** – Price estimates are based on the Printing.com Reseller's current costs of production and, unless otherwise agreed, are subject to amendment on, or at any time after, acceptance where such amendment is required in order to meet any rise or fall in such costs.
- Tax** – The Printing.com Reseller reserves the right to charge the amount of any sales tax payable whether or not included on the estimate or invoice.
- Preliminary work** – All work carried out, whether experimentally or otherwise, at customer's request shall be chargeable.
- Copy** – Where any additional work of whatever nature is necessary as a result of copy supplied by a customer not being clear and/or legible, the Printing.com Reseller shall be entitled to make additional charges on a time and materials basis to cover such additional work.
- Proofs** – Proofs of all work may be submitted for customer's approval and the Printing.com Reseller shall incur no liability for any errors not corrected by the customer in proofs so submitted. Additional charges shall be made for any additional proofs that are required as a result of alterations required by the customer. When style, type or layout is left to the Printing.com Reseller's discretion, any subsequent changes to such style, type or layout required by the customer shall be subject to additional charges on a time and materials basis.
- Copyright** – (a) Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by the Printing.com Reseller shall vest in and belong to the Printing.com Reseller. The Printing.com Reseller may use any artwork or printing produced by itself for the purposes of promoting itself and/or PDC USA. The customer shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text and/or any other reproducible materials ("Materials") prior to instructing the Printing.com Reseller to reproduce the same. The customer shall indemnify and hold the Printing.com Reseller and its agents and representatives harmless against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of any claim (including but not limited to the defense of such claim) that the reproduction of the Materials by the Printing.com Reseller infringes the intellectual property or other rights of any third party or misuses the confidential information of a third party. (b) All design, text, illustrations, graphics, photographs, diagrams, drawings, logos and the selection and arrangement thereof, and all source code and all other material content of any website owned, controlled or operated by PDC USA, the Website, PDC USA's Buying Guide and PDC's Marketing Collateral are as between PDC USA, the customer and the Printing.com Reseller, the intellectual property of PDC USA or its content providers and all intellectual property rights (including all copyright) arising out of or connected with such content shall belong to PDC USA. No reproduction of any part is allowed without written permission from PDC USA.
- Company imprint** – Unless otherwise specifically requested in writing any work may carry the PDC USA imprint which will be positioned at the Printing.com Reseller's sole discretion.
- Delivery and payment** – Turnaround is measured in business days defined as those days on which the federal banks in the United States are open for normal business ("Business Days"). For orders guaranteed to be ready within a certain time period ("Guaranteed Turnaround Service"), delivery (as more particularly described in paragraph 9(b) below) will be made no later than 10 pm on the last Business Day of the agreed upon time period (the "Guaranteed Period"). Should the Printing.com Reseller fail to deliver within the Guaranteed Period (see also paragraph 10 Variations in quantity), a credit will be issued up to the value of the order in question redeemable against future orders within 6 months of the issue date (the "Credit"). The customer will still be obliged to pay in full for the order in respect of which delivery was late, including any of the sums charged specifically for the provision of the Guaranteed Turnaround Service (the "Premium Charges"). Where the late delivery is the result of the action or inaction of a third party, such as a carrier, the Printing.com Reseller, at their absolute discretion, may elect to extend the Guaranteed Period by one Business Day and the customer shall not be awarded a Credit during this time. In addition:
 - Guaranteed Turnaround Services rely on the customer not delaying the progress of the order in any way which delays include but are not limited to the customer not returning proofs by the time specified by the Printing.com Reseller or failing to make payment by the time such payment is due (each, a "Customer Delay"). In the event of a Customer Delay, the customer shall not be awarded a Credit and the customer shall still be obliged to pay the Premium Charges, but the Printing.com Reseller shall not be bound to deliver within the Guaranteed Period.
 - Delivery of work by the Printing.com Reseller shall be deemed to take place upon pickup of the work by the customer, where the customer is obliged to pick up the work, or actual delivery, where the Printing.com Reseller is obliged to deliver the work to the customer. Where the customer is obliged to pick up the work, customer's failure to pick up the work on the day which the Printing.com Reseller is contractually obliged to have it ready for pickup shall be deemed a Customer Delay. Where the Printing.com Reseller is obliged to deliver the work to the customer and the customer provides the Printing.com Reseller with incomplete or incorrect delivery information or is not available to accept delivery, and provided that the printing.com has used reasonable efforts to deliver the work to the customer, such a failed delivery shall be deemed as a Customer Delay.
 - Unless otherwise specified, the price quoted is for pickup of the work from the Printing.com Reseller. A charge may be made to cover any extra costs involved for delivery to a different address.
 - Should expedited delivery be agreed upon, the Printing.com Reseller shall be entitled to make additional charges on a time and materials basis to cover any overtime or any other additional costs involved, including without limitation, the cost of couriers or special delivery.
 - Should work be suspended at the request of or delayed through any fault of the customer for a period of 30 days or more, the Printing.com Reseller shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
 - Risk of loss or damage to work completed by the Printing.com Reseller shall pass to the customer on delivery. Notwithstanding delivery and the passing of risk in the work to the customer, ownership of and title to the work shall not pass to the customer and shall be retained by the Printing.com Reseller until the Printing.com Reseller has received payment in full in respect of the work.
 - In the unlikely event that the Printing.com Reseller deems it necessary to re-print work, the Guaranteed Period shall recommence from the time of the Printing.com Reseller's confirmation to the customer of its agreement to reprint the work.
- Variations in quantity** – Every effort will be made to deliver the correct quantity ordered. However some variation is inherent in the print process and it is understood and accepted as reasonable that minor variations are immaterial and that the Printing.com Reseller shall have no liability in respect of such variations. For other variations, the Printing.com Reseller's entire liability will be limited to the issuance of a Credit. The table below sets out the circumstances under which a Credit will be issued:

Quantities	No credit awarded	Pro rata credit awarded	1.5x pro rata credit awarded
up to 1,000	Shortage up to 10%	11% to 20%	21% to 25%*
up to 5,000	Shortage up to 7%	8% to 15%	16% to 23%*
up to 20,000	Shortage up to 5%	6% to 12%	13% to 21%*
above 20,000	Shortage up to 4%	5% to 10%	11% to 20%*

* The customer's sole remedy in respect of shortages above these quantities ("Additional Shortages") will be a re-print of the entire shortage quantity of the relevant work, to be undertaken by the Printing.com Reseller within a reasonable period of time. The customer shall not be entitled to a Credit in respect of an Additional Shortage.
- Claims** – Notice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Printing.com Reseller and the carrier within three days of delivery (or, in the case of non-delivery within 28 days of shipment of the goods) and any claim in respect thereof must be made in writing to the Printing.com Reseller and the carrier within seven days of delivery (or, in the case of non-delivery, within 42 days of shipment). All other claims must be made in writing to the Printing.com Reseller within 28 days of delivery. The Printing.com Reseller shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that (i) it was not possible to comply with the requirements and (ii) notice (where required) was given and the claim made as soon as reasonably possible.
- Liability** – The Printing.com Reseller gives no warranties or guarantees and makes no representations as to the merchantability or fitness for a particular purpose of any completed work which is the subject of a customer's order and all other warranties, conditions, guarantees or representations, whether express or implied, oral or in writing, except as expressly stated in these terms and conditions are hereby excluded. The Printing.com Reseller shall not be liable for any loss arising from delay in transit not caused by the Printing.com Reseller. Further, the Printing.com Reseller shall not be liable for any indirect, special or consequential damages, loss of profits, economic loss, loss of goodwill or loss of anticipated savings or loss of data. The total aggregate liability of the Printing.com Reseller in respect of any and all causes of action arising out of or in connection with the customer's order and the Printing.com Reseller's performance of services pursuant to such order whether for breach of contract, strict liability, tort (including, without limitation, negligence), misrepresentation or otherwise shall, subject to the provisions of paragraph 10, be limited to the sums paid to the Printing.com Reseller by the customer in respect of the order pursuant to which liability has arisen. Nothing in these terms and conditions shall be construed so as to limit or exclude liability which cannot, pursuant to applicable law, be excluded or limited including for death or personal injury or liability in respect of fraud or fraudulent misrepresentation.
- Standing material** – (a) Metal and other materials owned by and used by PDC USA in the production of plates, film-setting, negatives, positives and the like shall remain the exclusive property of PDC USA. Such items when supplied by the customer shall remain the customer's property. (b) Lithographic, together work or other materials supplied by the customer may be effaced or destroyed immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, the Printing.com Reseller shall be entitled to make additional charges.
- Customer's property** – (a) The customer's property and all property supplied to the Printing.com Reseller by or on behalf of the customer shall while it is in the possession of the Printing.com Reseller or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure such property accordingly. (b) Where a customer fails to pick up work within 20 Business Days from notification to the customer of completion of the work, the Printing.com Reseller shall be entitled, at its discretion, to either store the work until actual delivery or pickup is made and charge the customer for the costs (including insurance) of storage or to destroy such work (provided that the customer shall nevertheless remain liable for payment in respect of the relevant order).
- Materials supplied by the customer** – (a) The Printing.com Reseller may reject any paper, plates or other materials supplied or specified by the customer which it considers to be unsuitable. Additional costs incurred if customer provided materials are found to be unsuitable during production may be charged back to the customer. (b) The Printing.com Reseller shall have no liability for any work being of less than satisfactory quality as a result of defects in or the unsuitability of materials supplied or specified by the customer. (c) Customer shall provide an adequate amount of customer supplied materials to cover normal spoilage. The Printing.com Reseller shall have no liability for any shortfall in the quantity of any order to the extent that such shortfall arises as a result of the insufficient supply of customer supplied materials.
- Credit terms and payment** – The Printing.com Reseller shall charge interest on the overdue amount of any invoice at the rate of 1.5% per month and an administration fee in the amount of \$50 on any customer check returned to the Printing.com Reseller for any reasons. In addition, the customer shall be responsible for any other costs relating to any collection of payment.
- Insolvency** – If the customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or files a voluntary petition for bankruptcy protection or an assignment for benefit of creditors or is the subject of an involuntary bankruptcy petition, then in any such event, the Printing.com Reseller without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to the Printing.com Reseller, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in the Printing.com Reseller's possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as the Printing.com Reseller deems commercially reasonable and to apply the proceeds towards such debts.
- Illegal matter** – The Printing.com Reseller shall not be required to print any matter which in its opinion is or may be of an illegal or libelous nature or an infringement of the proprietary or other rights or any third party. Without prejudice to paragraph 7 above, the customer shall indemnify and hold the Printing.com Reseller harmless against all claims, demands, costs, expenses (including but not limited to legal costs and disbursements), losses and damages arising from or suffered or incurred by reason of the work it is required to produce pursuant to a customer order being or alleged to be defamatory.
- Periodical publications** – Save in respect of a material breach and/or in the event that a claim arises under any indemnity set out above, a contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks notice in writing is given in the case of periodicals produced monthly or more frequently or 26 weeks notice in writing is given in the case of other periodicals. Notice may be given at any time but wherever possible should be given after completion of work on any one issue. Notwithstanding the foregoing, the Printing.com Reseller may terminate any such contract without such notice in the event of a material breach by customer, a claim arises under any indemnity provided for herein or the customer fails to pay any amount due to the Printing.com Reseller and such amount remains unpaid for a period of 7 or more days from its due date.
- Full color printing** – All reasonable efforts shall be made to obtain the best possible color reproduction on customer's work. Customer understands that variation is inherent in the print process and therefore acknowledges and agrees that the Printing.com Reseller shall not be required to produce an exact match in color or texture between the customer's photograph, transparency, proof, electronic graphic file, previously printed matter (whether printed by Printing.com Reseller or other party) or any other materials supplied by the customer and the customer's order.
- Data Protection** – By placing an order with the Printing.com Reseller, the customer consents to Printing.com Reseller disclosing customer information including the details of any order and contact information to PDC USA and/or to its affiliate, Printing.com Plc, a company incorporated in England and Wales under company number 03983312 (together with its subsidiaries and affiliates, "PDC UK"). PDC UK for accounting and marketing purposes. All customer information will be maintained and used by PDC USA and PDC UK even after the customer's trading relationship with the Printing.com Reseller has terminated. PDC USA. Customer consents to the use of all such customer information by the Printing.com Reseller, PDC USA and PDC UK may use the customer's personal information at its discretion in its marketing and advertising efforts.
- Force majeure** – Printing.com Reseller shall not be deemed in default hereunder where such default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, lack of transportation, government restrictions of priority, litigation, severe weather, inability to procure required materials and other acts or failures beyond the control of the Printing.com Reseller. During the continuance of any such event the customer may by written notice to the Printing.com Reseller elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
- Amendments** – These terms and conditions may be amended from time to time. The latest version of these terms and conditions may be accessed via the Website.
- Governing Law** – These terms and conditions shall be governed by and construed under the laws of the State of Florida in all respects as such laws are applied to agreements entered into and performed entirely within Florida, without giving effect to conflict of law principles thereof. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the state courts of the State of Florida located in the city of Jacksonville and to the United States District Court for the Middle District of Florida for the purpose of any suit, action or other proceeding arising out of or based upon these terms and conditions.