



Poor Richard's Press

SINCE 1947

Terms & Conditions

- 1. Quotation** A quotation not accepted within 30 days may be changed. Job specifications will be verified at the time of submission. Supplied files requiring work beyond our original estimate, or job specifications not conforming to the original information the quotation was based on, will be altered accordingly, including with respect to applicable pricing.
- 2. Cancelled Orders** Cancelled orders will require compensation for incurred costs and related obligations including labor or materials.
- 3. Electronic Manuscript or Image** It is the customer's responsibility to maintain a copy of the original file. We are not responsible for damage to media supplied by the customer. In no case will The Company be expected to store electronic files.
- 4. Prepress Proofs** Our quotation includes one PDF proof for the customer's review and approval. We are not responsible for undetected errors if: (a) the work is printed per the customer's approval, (b) proofs are not required by the customer, or (c) requests for changes are communicated orally. All alterations are billable.
- 5. Alterations** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at current rates.
- 6. Color Matching** Because of differences between proofing techniques and actual production capabilities, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery. When critical color matches are essential, more accurate proofs may be provided at the client's request for an additional charge.
- 7. Delivery Dates** Our quotation is based on producing jobs within our normal production schedule. Unless stated otherwise, the scheduled delivery date will assume that customers will return proofs to us within 24 hours of receipt. It will also assume the customer will make no major changes from the original order. Delays in acting on proofs or extensive changes may result in a job being rescheduled. Expedited delivery dates, shortened production times, or delays due to customer delays will incur additional fees. In addition, The Company shall not be responsible or liable for any delays or failures in performance resulting from any cause or condition beyond the control of The Company, including, without limitation, strikes or labor difficulties, fires, floods and other actions of the elements, supply chain delays, inability to secure transportation, shortage of materials or equipment, riots or other civil commotions and acts of God and war.
- 8. Overruns & Underruns** Attempts will be made to minimize the variance between the quantity ordered and the quantity actually produced. Overruns or underruns not to exceed 10% on quantities ordered shall constitute an acceptable delivery and will be invoiced accordingly. If customer requirements differ, the percentage tolerance must be stated at the time of quotation and reflected in the quoted price. There is a \$50.00 additional flat fee for exact quantities. Charges will be debited or credited pro rata to paper and production costs but will not affect preparation charges.
- 9. Late Payments** Unless otherwise specified by The Company, customer shall make all payments within 30 days from the date of invoice. A late payment charge equal to the lesser of (a) 3% of the unpaid balance or (b) the highest amount permitted by applicable law will be charged during each month or fraction thereof during which any amount remains unpaid. Customer agrees to pay all collection charges, court costs and reasonable attorney fees that are incurred by The Company in enforcing this agreement. Venue for any action initiated upon this contract shall be in San Luis Obispo County, California.
- 10. Product Liability** We warrant only that our product will conform to the description contained in our quotation. Our maximum liability, whether by negligence, contract, or otherwise, will be limited to our option of either (a) repairing or replacing the materials as ordered; or (b) returning the purchase price paid by the customer. Under no circumstances shall The Company be liable for specific, individual, or consequential damages. Claims for shortages or defects must be made within 10 days of delivery. No claim may be made after any part of the materials have been used or processed by the customer.
- 11. Customer's Property** We shall not be liable for loss or damage to customer property in our possession.
- 12. Indemnification** The customer agrees to protect The Company from economic loss and any other harmful consequences that could arise in connection with the work. This means the customer will hold The Company harmless and indemnify and otherwise defend The Company against copyright violations, claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.
- 13. Mailing** Mailing delivery dates and postage costs are estimates based on current timeframes and rates at the time of quotation. Delivery dates and postage rates are not guarantees. Responsibility is limited to preparing mailing and completing delivery to the U.S. Postal Service (USPS). Responsibility ends when the mail piece is delivered to the USPS Mail Entry Unit. In no event shall The Company be liable for USPS failures or delivery dates. The cost of postage shall be paid prior to delivery to the USPS Mail Entry Point. We maintain the right to withhold mailing if postage is not paid within the specified time. Where the cost of postage is less than the amount paid, we shall either refund any sums remaining to the client or shall provide a credit for the next mailing. No interest shall be accrued in either case.
- 14. Sales Tax** For shipments to customers in taxing districts other than that of Poor Richard's Press, the basic California statewide sales tax rate will be charged, when applicable. Customers are responsible for payment of any district use taxes due on purchases.
- 15. Credit Card Payments** On all payments made with a credit card a fee of 3% of the amount paid will be added to cover the fees charged to Poor Richard's Press by the credit card companies.
- 16. Additional Terms and Conditions of Use** Customer acknowledges that, in addition to the terms and conditions set forth above, all Company products and services are subject to The Company's Terms of Use Agreement and Conditions of Use, and customer expressly agrees to be bound by the terms and conditions contained therein. Copies of the Terms of Use Agreement and Conditions of Use may be found at <https://prpco.com/legal-stuff.html>.