



GORDON GRAPHICS, INC.

Eco-Friendly Printing

Policies & Agreement

By placing an order with GordonGraphics, Inc., you agree to be bound by the following terms and conditions. Please make sure you have read all of the below policies and terms before placing an order. GordonGraphics, Inc. is not responsible if your order does not meet these terms and requirements.

Production

Our turnaround times begin ONLY after an order has been "received". Orders are considered "received" and are put into production ONLY when the following four conditions have been met:

- 1.) All files have been correctly submitted,
- 2.) The customer has approved the online proof or the hard copy proof (if one was ordered) and has given the go ahead to proceed with production.
- 3.) If a hard copy proof is ordered, it must be signed and returned to GordonGraphics, Inc. in order for a job to be considered "received".
- 4.) Payment information has been provided.

After the initial order is placed and your files have been successfully either uploaded, emailed, or snail mailed, a GordonGraphics, Inc. rep will review your files at no charge. GordonGraphics, Inc. will only check your files for items that would prevent the job from being printed such as color mode, and missing fonts and images. Do not upload low resolution files unless you plan on us printing them. We recommend images be at 300 dpi at the size you intend to print. We are not responsible if the files you upload are incorrect. GordonGraphics, Inc. will not render any opinions regarding the artistic quality of the job (for example does the job look good, are the colors used clashing with each other, is type too big or too small, etc.). If everything is OK, an online proof will be generated and an email will be sent to you directing you where to go and view your proof. If the proof looks good, you must give us the OK to continue with production. Once payment information is received and an order enters production, GordonGraphics, Inc. cannot accept any cancellations. There are also no refunds or returns after this point.

Please remember that orders "received" by 3pm EST will be treated as if "received" that day, but orders/files "received" after 3pm EST will be treated as if "received" the next business day. For example, an order for 5000 postcards which meets all four conditions stated above, that is "received" at 2:45 pm EST on Tuesday will enter Tuesday's production. An order "received" Tuesday at 3:15pm EST will be treated as being "received" Wednesday.

Files are checked on a first come first served basis. Please note that due to the volume of orders we receive, it can take up to 24 hours before your files are checked. You will then receive an e-mail if there is a problem with your order. If your files are set up correctly you will receive an e-mail notifying you to log on and check your on-line proof.

Please note that your monitor's calibration affects what you see on your screen. The colors on the printed cards may differ from what you see on your screen. These proofs are meant only as a rough draft of the final printed piece. If this is a re-print of an old order we strongly suggest you mail a sample to us so we may try to match colors. We also suggest that if your job is color critical, you purchase a hard copy color proof from GordonGraphics, Inc. Please keep in mind that while we will try our best to match your sample or the color proof, GordonGraphics, Inc., DOES NOT guarantee color matching.

Although we rarely miss production schedules, the printing and pre-press process involves equipment which is subject to malfunctions and/or equipment failure. We will always do everything in our power to make sure that any production problems do not delay your job. However, please note that ALL production and delivery times ARE NOT CONTRACTUAL and no turnaround time can be guaranteed. No verbal or written correspondence by anyone at GordonGraphics, Inc. can change that. Please try to plan date sensitive materials to allow sufficient production time.

Printing/Cutting

Please Note: We produce in a "gang" format on 4 color offset presses. We will make every effort to produce a reasonable representation of your job based on your supplied materials. However, note that GordonGraphics, Inc. DOES NOT guarantee color matching.

Make sure you have read the accompanying information in "Printing Specifications" before you upload your files. ALL files must have a 1/8" bleed all around. A \$25 fee will be charged to create a bleed if it has not been incorporated in your files.

Critical type or images must be at least 1/8" from the edge of the card. GordonGraphics, Inc. is not responsible for type, art or images that are cut off if these guidelines are not followed. Furthermore, it is strongly suggested that you do not use a thin border around your Printing. This may cause an uneven frame around your piece. If you desire to have a border, it should be at least 1/4" thick.

Files that do not follow the instructions provided will delay your job and will incur extra charges. If you employ the services of a third party designer make sure that all file submission specifications are understood and followed.

In the unlikely event that an error has occurred during the production of a particular job, GordonGraphics, Inc. must be promptly notified of the problem. A determination will then be made by GordonGraphics, Inc. whether the defect is of such nature as to qualify for a discount or re-print. There will be absolutely no discounts, refunds or re-prints if GordonGraphics, Inc. is not notified of such defect within 30 days of the customer's receipt of the job.

Payments

We accept cash, money orders, certified/bank checks, Visa and MasterCard.

Once an order has been received and has entered the production cycle, refunds are not allowed.

Although GordonGraphics, Inc. does archive files for re-orders, please retain a back-up copy of your printing. GordonGraphics, Inc. DOES NOT guarantee that all submitted files will be saved.

Liability

Disclaimer of Express Warranties: GordonGraphics, Inc. warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.

Disclaimer of Implied Warranties: GordonGraphics, Inc. warrants only that the work will conform to the description contained in the purchase order. GordonGraphics, Inc. maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will GordonGraphics, Inc. be liable for specific, individual, or consequential damages.

Indemnification

The customer agrees to protect GordonGraphics, Inc. from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold GordonGraphics, Inc. harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

Copyrights: The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold GordonGraphics, Inc. harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

Personal or economic rights: The customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend GordonGraphics, Inc. in all legal actions on these grounds as long as GordonGraphics, Inc. promptly notifies the customer of the legal action and gives the customer reasonable time to undertake and conduct a defense. GordonGraphics, Inc. reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

Taxes

All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority, or immediately reimburse the provider for any additional taxes paid.