

# TERMS AND CONDITIONS

11. Grossmans' B.R.Q., Inc. d/b/a Copans Printing & Graphics, d/b/a Copans Quick Print, d/b/a Copans Advertising & Marketing shall be referred to herein as Copans Printing.
12. This order is subject to the following trade customs and any other conditions expressed herein, which are hereby understood to be binding on both parties.
13. A quotation not accepted within thirty (30) days is subject to review. Quotations are not binding on Copans Printing unless signed by an officer of Copans Printing.
14. Experimental work performed at the customer's request, including but not limited to typesetting, sketches, drawings, composition, plates (including lithographic plates), presswork and materials, shall be charged for at current rates.
15. Artwork, sketches, copy, dummies, and all preparatory work created or furnished by Copans Printing shall remain the exclusive property of Copans Printing, and no use of same shall be made nor may any ideas obtained therefrom be used, except by written permission of Copans Printing and upon compensation (if any) to be determined by Copans Printing.
16. Artwork, type, plates (including lithographic plates), engravings, electrotypes, negatives, positives, and other items when supplied by Copans Printing shall remain the exclusive property of Copans Printing.
17. Alterations: Proposals are only for work according to the original specifications. If, through customer's error or change of mind, work has to be done a second time or more, such extra work will carry an additional charge, at current rates for the work performed.
18. Standing type matter, plates (including lithographic plates) and negatives will be filed and stored by Copans Printing at Copans Printing's discretion after completion of order, except by special agreement.
19. Copans Printing shall not be liable for any errors if printed matter conforms to copy furnished to Copans Printing by customer. It is the customer's responsibility to ask for a proof, and a proof will be supplied for the customer's signed approval. Corrections, if any, are to be made thereon and returned marked "O.K." or "O.K. with corrections", and signed with name or initials of person duly authorized to give approval of same. If revised proofs are desired, request must be made when proof is returned. Copans Printing is not responsible for errors if work is performed as per customer's "O.K."
10. Copans Printing is not responsible for any dated material not delivered by customer in time to finish order.
11. An extra charge will be made for press proofs. Presses standing idle awaiting customer's "O.K." will be charged at current rates for time so consumed.
12. Customer's Property: All customer's property that is stored at Copans Printing is at customer's risk, and Copans Printing is not liable for any loss or damage thereto caused by fire, theft, water leakage, negligence, rodents, insects or any cause beyond Copans Printing's control. It is understood that the gratuitous storage of customer's property is solely for the benefit of the customer.
13. It is expressly agreed that Copans Printing shall not be held liable for loss or damage on account of delays due to strikes, wars, fires, floods, accidents, or contingencies beyond Copans Printing's control, government or municipal laws, rules or regulations, or acts of providence, nor for liability to secure specific materials.
14. Repair, changes, mortising, anchoring, trimming, special proving or similar work required on materials furnished by the customer, including but not limited to drawings, engravings, electrotypes, and negatives, shall be billed at current market rates.
15. Copans Printing will not be liable for any damages arising out of violation of copyright laws or illegal use of trade names or slogans. The customer guarantees the legal propriety of all matter submitted to Copans Printing for printing and/or publication; and will indemnify Copans Printing against all claims and responsibility arising from the printing and/or publication of such matter, including the legal expenses and disbursements incurred by Copans Printing in contesting the same.
16. Because of the difference in equipment and conditions between color proofing and the pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute an acceptable delivery.
17. Unless otherwise specified, Copans Printing shall use such style, type, size, and composition as, in its discretion, seems to be in the best interest of the customer.
18. Any and all mailing costs incurred by Copans Printing in the performance of the specifications hereinabove set forth shall be in addition to the contract price hereinabove set forth and shall be at the then current rates of the United States Postal Service or freight carrier of Copans Printing's choice.
19. It is expressly agreed that Copans Printing is not bound by any stipulation, representation, or agreement not embodied in this contract.
20. Delivery Dates: Promised delivery date is contingent upon customer's turning over copy, plates, etc. in a timely fashion to Copans Printing and upon the prompt return of proofs by the customer.
21. Prices quoted are based on straight time work. Overtime work caused by the customer's failure to meet deadline, or delay in turning in copy, plates, proofs, or other material necessary to complete the work within the time specified, shall be charged for at current overtime rates, over and above the price quoted herein.
22. Materials furnished by customer: Responsibility for quality of product will not be assumed by Copans Printing when customer furnishes any portion of the materials used in the production of the printed order.
23. Terms: Unless otherwise arranged for, a deposit of fifty percent (50%) is required upon the signing of this order and the balance in full upon completion of this order. All claims must be made within ten (10) working days of receipt of goods, otherwise constituting acceptable delivery. All accounts not paid for within thirty (30) days shall be charged a service charge at the rate of 1.5% per month on the outstanding balance.
24. Should customer fail to pay accounts when due, customer agrees to pay all costs of collection incurred by Copans Printing, whether or not suit is initiated to recover monies owed, including reasonable attorney's fees.
25. This agreement is governed by the state of Florida.
26. Venue and jurisdiction for any lawsuit that must be filed for collection shall be in Broward County, Florida.