

# in Tandem Design

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## REQUEST FOR PREPRESS & PRINTING SERVICES

### Client Info:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

ZIP: \_\_\_\_\_ Phone : \_\_\_\_\_

P.O.# \_\_\_\_\_ Due Date: \_\_\_\_\_

**Taxable:**  yes  no

If a non-profit, or if the printing is for resale, no sales tax. Services are not taxed. Resellers must have a Blanket Certificate of Resale on file with iTD.

### Scanning/Digitizing/Product Photography:

Please, indicate crop and final size for each original.

Put instructions for duotones, tritones, or manipulation on separate pages.

Transparency (≤8 X 10) Quantity \_\_\_\_\_

Reflective (≤11 X 17) Quantity \_\_\_\_\_

Reflective (> 11 X 17) Quantity \_\_\_\_\_

Three dimensional Quantity \_\_\_\_\_

### Pre-Press:

File Type:  Mac  DOS  \*.pdf  \*.ps print file

File Name: \_\_\_\_\_

Application: \_\_\_\_\_ Version \_\_\_\_\_

### Fonts:

iTD Font Suitcases

Client Font Suitcase(s) included with printer fonts

Font Suitcase(s) & printer fonts not included (not having fonts is the single biggest reason for delays in production; PLEASE, provide the fonts or a press-ready \*.pdf with all fonts embedded).

### Graphics: (EPS, TIFF, etc.)

All placed graphics are included (check link info.) (not having graphics is the second biggest reason for delays in production).

### Page Size and Orientation (as set up in file provided):

Letter  Legal  Tabloid

Other \_\_\_\_\_ x \_\_\_\_\_

Tall (portrait)  Wide (landscape)

### Page Range:

All  These pages only: \_\_\_\_\_

### Imposition & Mailing:

Files are imposed for press

iTD will impose for optimized press layout

Variable Data (requires set up meeting, unless a reprint)

Use of iTD Postal Indicia

### Printing & Finishing:

1C/0  1C/1C  
 4C/0  4C/1C  4C/4C  6C/0  6C/1C  6C/6C


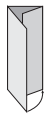
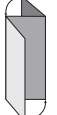
Qty of Finished Pcs.: \_\_\_\_\_; Press Sheets (iTD use, incl. splg.) \_\_\_\_\_


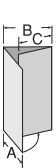
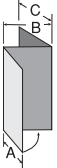
### Substrate:

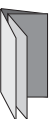
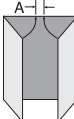
80# Text  Glossy  Dull  Uncoated  
 100# Text  Glossy  Dull  Uncoated  
 80# Cover  Glossy  Dull  Uncoated  
 100# Cover  Glossy  Dull  Uncoated  
 Kromekote  12 pt. C1S  12 pt. C2S  10 pt. C2S  
 Fasson Label Stock  High Gloss  Uncoated  
 Other Substrate (call): \_\_\_\_\_  Provided

### Production Notes (iTD Internal Use Only):

**Fold:** Some heavier stocks require a scored fold, and/or must be sent out, which will incur additional charges and time. Please, check first.

Single Fold Symetric   C Fold Symetric   Z Fold Symetric 

Single Fold Asymmetric  A=\_\_\_\_ B=\_\_\_\_  
 C Fold Asymmetric  A=\_\_\_\_ B=\_\_\_\_ C=\_\_\_\_  
 Z Fold Asymmetric  A=\_\_\_\_ B=\_\_\_\_ C=\_\_\_\_

Double Fold   Gate Fold  A=\_\_\_\_

### Bindery (requires more time):

Saddle Stitch  Plastic Comb  Plastic Coil

### Large Format Printing:

Heavy Weight Coated bond  Laminate  Gloss  Satin  
 Photo-Quality Paper  Trade Show (10 mil, pebble & velcro)  
 Nylon Reinforced Paper  Mount on Foam Core  
 Vinyl Banner Material  Mount on Sintra  
 Translucent Back-Lit Material  Grommets for Banners \_\_\_\_\_ quantity  
[Ask about other materials and options]

### CD-ROM or DVD Writing:

73 Min. (650 M) \_\_\_\_\_ copies  Multi-Session  
 ISO 9660  Mac HFS  Hybrid

### DVD-R Writing:

up to 4.4 Gig; \_\_\_\_\_ copies

### Shipping:

Hold for Pick-Up  Return by Messenger  
 Fed Ex  Priority  Standard Overnight  
 2nd Day  Express Saver (3rd day)  
 Ground  
 iTD Account  Client Account #: \_\_\_\_\_  
 iTD delivers to Post Office  
Alternate Delivery Instructions \_\_\_\_\_

Please, provide separate sheet for special shipping instructions.

# Master Terms and Conditions

1. **Applicability** All goods sold and/or services provided by In Tandem Design, Inc. ("ITD") to Customer and all purchase orders placed by Customer for such goods and/or services are subject to these Master Terms unless otherwise expressly agreed to in writing by an authorized representative of ITD. Customer agrees that the terms and conditions of any purchase order submitted by Customer are for Customer's internal recordkeeping purposes only and if any purchase order submitted by Customer contains terms and conditions which are in any way inconsistent with, or in addition to, those contained herein they shall not be binding upon ITD and shall be considered inapplicable to any sale unless expressly agreed to and accepted in writing by an authorized officer of ITD.
2. **Price and Payment Terms**
  - (a) Any prices quoted by ITD are subject to change without notice at any time prior to actual receipt by ITD of an order and, unless otherwise specified in writing, prices do not include any sales taxes or any costs of delivery or any other charges for additional work as described in Section 3 below.
  - (b) The date of invoices for all goods and services will be the time of implementation, shipment or delivery, whichever occurs first.
  - (c) Payment shall be net cash due thirty (30) days from date of invoice unless otherwise agreed to by ITD in writing. The total price to be paid by Customer is based upon receipt of payment in full in accordance with these Master Terms. In the event of late payment, Customer shall pay, for each month (or portion thereof) which payment is past due, a late payment charge at a rate equal to one and one-half percent (1.5%) per month multiplied by the amount which is in arrears.
  - (d) Orders, whether verbal or written, cannot be canceled by Customer except upon terms that will compensate ITD against loss.
  - (e) If at any time ITD determines that the financial condition of Customer does not justify the commencement or continuance of shipment on the terms specified between Customer and ITD, ITD may, in addition to all of the remedies it may have hereunder or at law or in equity, change the credit terms extended to Customer, including requiring full or partial payment in advance, and ITD may suspend its performance until such payment is made.
  - (f) These Master Terms shall not be construed as a binding obligation on the part of ITD to sell goods or provide services to Customer, and ITD may cease selling goods and/or providing services to Customer at any time and from time to time.
3. **Other Work/Additional Costs** Unless otherwise expressly provided by ITD in writing, the following, by way of example and not by way of limitation, will constitute additional charges when applicable:
  - (a) **Experimental Work.** Experimental work performed at Customer's request, such as sketches, drawings, composition, imaging, tests for compatibility, presswork, writing code, and materials will be charged for at current rates and may not be used without the prior written consent of ITD.
  - (b) **Preparatory Work.** Sketches, copy, dummies, code writing and all preparatory work created or furnished by ITD, shall remain the exclusive property of ITD and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by ITD.
  - (c) **Condition of Copy.** Estimates for typesetting and composition are based on the receipt of original copy on a computer diskette and/or via modem and in a format which ITD can use. Condition of copy which deviates from this standard is subject to reestimating and pricing review by ITD at the time of submission of copy, unless otherwise specified in the estimate.
  - (d) **Alterations.** Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and such work shall be supported with documentation upon Customer's request.
  - (e) **Color Proofing.** Because of differences in equipment, paper, inks and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery. Special inks and proofing stocks will be forwarded to Customer's suppliers upon request at current rates.
  - (f) **Press Proofs.** Unless specifically provided in ITD's quotation, press proofs will be charged for at current rates. An inspection sheet can be submitted for Customer approval, at no charge, provided Customer is available at the press during the time of make ready. Any changes, corrections or lost press time due to Customer's change of mind or delay are specifically billable and will be charged for at current rates.
  - (g) **Customer Furnished Materials.** Paper stock, camera copy, film, color separations and other Customer-furnished materials shall be manufactured, packed and delivered to ITD's specifications. Additional costs due to delays or impaired production caused by specification deficiencies shall be charged to Customer.
  - (h) **Over Runs Or Under Runs.** If ITD arranges for printing, and if the billing for the printing is through ITD, over runs or under runs are not to exceed 10% on quantities ordered up to 10,000 copies and/or the percentage agreed upon on quantities ordered above 10,000 copies shall constitute acceptable delivery. ITD will bill for actual quantity delivered within this tolerance. If Customer requires guaranteed "no less than" delivery, percentage tolerance of overage must be doubled. In all other cases, when the billing for printing services is between Customer and the printer, responsibility for over runs or under runs will be strictly between Customer and the printer, and shall not affect Customer's other responsibilities to ITD under these Master Terms.
4. **Shipping and Delivery**
  - (a) When ITD arranges for shipping and delivery, the price quoted for delivery is for a single shipment, without storage, F.O.B. Customer's place of business for deliveries within 25 miles of ITD ("Local"), or F.O.B. ITD for deliveries greater than 25 miles from ITD ("Out-of-town"). Proposals are based on continuous and uninterrupted delivery of complete orders, unless written specifications distinctly state otherwise. Charges related to delivery from Customer to ITD, or from Customer's supplier to ITD, are not included in any quotations unless specified. Special priority pickup or delivery service will be provided at current rates upon Customer's request.
  - (b) When ITD arranges for shipping and delivery, the risk of loss shall pass to Customer upon delivery to carrier at shipping point for Out-of-town Customers and at point of delivery for Local Customers or, in either case, upon mailing of invoices for finished work, whichever occurs first.
  - (c) Materials delivered from Customer or Customer's suppliers are verified with delivery ticket as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified, and ITD cannot accept liability for shortage based on supplier's tickets.
  - (d) Shipping dates and delivery dates are estimated, and may be delayed by (1) late receipt of all necessary information by ITD, (2) prior scheduling if shipping and/or delivery dates are not confirmed by Customer at the time that Customer's order is received by ITD, (3) other causes beyond ITD's reasonable control. In any such event, ITD shall not be liable to Customer for any loss of time, material, or production, or any other loss or damage of any kind, as a result of late delivery of services or goods.
5. **Title** All preparatory materials, art work, type, plates, negatives, positives, computer code and other items when supplied by ITD shall remain the exclusive property of ITD unless otherwise agreed in writing.
6. **Insurance** ITD will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to Customer, while such property is in ITD's possession, ITD's liability for such property shall in no event exceed the amount recoverable (if any) from ITD's insurance.
7. **Default by Customer**
  - (a) As security for payment of any sum due or to become due under these Master Terms, Customer agrees that ITD shall have the right, if necessary, to retain possession of and shall have a lien on all Customer property in ITD's possession including work in process and finished work.
  - (b) If Customer's account is turned over to a collection agency or attorney for enforcement, Customer shall pay to ITD, in addition to all other interest, costs and charges provided for in these Master Terms, all of ITD's costs and expenses associated with such enforcement, including collection agency fees, attorney's fees of fifteen percent (15%) of the unpaid balance due, and litigation expenses (which expenses may include, but are not limited to, travel expenses, photocopying expenses, court costs and other related expenses).
  - (c) ITD's remedies under these Master Terms are in addition to, and not in lieu of, any other remedies allowed by law or equity except as otherwise specifically stated herein.
8. **Proofs**
  - (a) Proofs shall be submitted with original copy. Corrections are to be made on the "master set", and returned marked "O.K." or "O.K. with corrections" and signed by Customer. If revised proofs are desired, Customer must request such revised proofs when proofs are returned. ITD regrets any errors that may occur undetected through production, but ITD cannot be held responsible for errors if the work is imaged and/or printed per Customer's O.K. or if changes are communicated verbally. ITD shall not be responsible for errors if Customer has not ordered or has refused to accept proofs or has failed to return proofs with indication of changes or has instructed ITD to proceed without submission of proofs.
9. **Limitation of ITD's Liability for Damages**
  - (a) For all Output Services and Internet Services, ITD will not be liable for defects caused by inherent defects in Customer's computer files and will only be liable for such defects as are caused solely by ITD, but only to the limited extent provided by these Master Terms.
  - (b) For design, art work, page layout and/or type setting when ITD does not arrange for outside production or reproduction (including, but not limited to, production of slides, videotapes, photographic enlargements, or printing) ITD will not be liable for any additional costs incurred once Customer has given approval of proofs from ITD. Customer is fully responsible to proofread the proofs provided by ITD to insure that content, dimension, position and other attributes are correct.
  - (c) Unless agreed to in writing by an authorized representative of ITD, ITD will in no event be liable for any defects which are not brought to the attention of ITD within 24 hours of implementation or receipt of output by Customer.
  - (d) ITD is not liable for unauthorized access of Customer transmission facilities or customer-owned premise equipment, or for unauthorized access to or alteration, theft, or destruction of Customer data files, programs, or information through accident, fraudulent means or devices, or any other method, even if such access occur as a result of ITD negligence.
  - (e) In any event, and notwithstanding anything else in these Master Terms, ITD shall not be liable to Customer under any cause of action or claim of any nature whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, for any loss of profits or other economic loss, including, but not limited to such losses as (i) wages paid to Customer's employees, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease or other acquisition of replacement, substitute, or temporary equipment, facilities or services, (v) costs of capital, (vi) costs or losses related to downtime, (vii) manual labor costs, (viii) any losses whatsoever involving Customer's contracts with others, or (ix) any other indirect, incidental, special, consequential, or other similar damages arising out of any claim of whatever nature relating to these Master Terms or the purchase of any goods and/or the provision of any services from ITD or to any obligations, acts, events, or occurrences pursuant to, preliminary to, or incidental to these Master Terms or the purchase of goods and/or the acquisition of services from ITD, including losses resulting from general or particular requirements and needs of Customer, whether or not ITD, at the time of contracting, had reason to know of such requirements or needs, and whether or not such losses could have been reasonably prevented by Customer by cover or otherwise. ITD's sole liability to Customer is strictly limited to, and shall in no event exceed the cost of, ITD's replacement of the defective items or re-performance of the defective work giving rise to ITD's liability to Customer under these Master Terms or, in the sole subjective discretion of ITD, a refund to Customer of the amounts Customer has paid to ITD for the defective item or defective work.
10. **EXCLUSION OF WARRANTIES AND REMEDIES**
  - (a) BUYER ACKNOWLEDGES AND AGREES THAT ITD MAKES NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY GOODS SOLD AND/OR SERVICES PROVIDED HEREUNDER. UNLESS STATED IN WRITING BY ITD IN CONJUNCTION WITH CUSTOMER'S ORDER WITH ITD, ITD MAKES NO EXPRESS WARRANTIES TO CUSTOMER.
  - (b) IF ITD SHALL BE FOUND TO HAVE BREACHED ANY WARRANTY TO CUSTOMER, CUSTOMER'S SOLE REMEDY AGAINST ITD SHALL BE FOR CUSTOMER TO RETURN ANY DEFECTIVE GOODS TO ITD FOR REPAIR OR REPLACEMENT OF THE GOODS OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES, OR IN ITD'S SOLE SUBJECTIVE DISCRETION, FOR CUSTOMER TO RECEIVE A FULL OR PARTIAL REFUND OF THE PRICE PAID.
11. **Force Majeure** ITD shall not be responsible or liable for loss, damage, delay or failure to act caused by war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, earthquake, weather, interruption or to absence of energy supplies, lockouts, strikes, other labor disputes, the failure of ITD's suppliers or carriers, printers, or contractors to meet their contractual obligations, or, without limitation, any other cause beyond ITD's reasonable control.
12. **Indemnification** Customer shall indemnify and hold harmless ITD from any loss, cost, expense and damage (including ITD's reasonable attorney's fees) on account of any manner of claims, demands, actions and proceedings that may be instituted against ITD related to any copyright, trademark, patent, trade secret or any other proprietary right of any person or third party, or related to any matter that is libelous or scandalous, or which involves the invasion of any person's right to privacy or other personal rights. Customer agrees, at Customer's expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against ITD, provided that ITD shall promptly notify Customer with respect thereto.
13. **Choice of Law and Forum Selection** Any questions of law, rights, and remedies regarding any act, event, or occurrence undertaken prior to or pursuant to these Master Terms or pursuant to any purchase order submitted by Customer, whether relating to the negotiation of these Master Terms or any such purchase order, or the performance of these Master Terms or any such purchase order, or the obligations imposed by these Master Terms or any such purchase order, shall be governed by and construed and enforced in accordance with by the internal domestic law of the State of Maryland. Any legal or equitable action of whatever nature by or against ITD arising out of or related in any respect to these Master Terms or any purchase order, or arising out of any act or omission of ITD or Customer relating thereto, or arising out of any dealings between ITD and Customer, shall be brought solely in either the United States District Court for the District of Maryland located in Baltimore City or the appropriate court of the State of Maryland located in the jurisdiction where ITD has its principal place of business; provided, however that an action to enforce any judgment granted by either of the aforementioned courts may be brought in any applicable court of competent jurisdiction. Customer hereby consents to (and waives any challenge or objection to) personal jurisdiction and venue in Maryland, and consents to the service of legal process by mail in accordance with the provisions of the Annotated Code of Maryland and the Maryland Rules of Procedure.
14. **Severability** If for any reason any provision of these Master Terms shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of these Master Terms shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and in its modified form, such provision shall be enforceable and enforced.
15. **Assignment** Any assignment of these Master Terms or any rights hereunder by Customer without the prior written consent of ITD shall be void.
16. **Headings** Any headings or margin notes contained herein are descriptive only and shall in no manner be construed as limiting the scope or effect of any provisions within or adjacent to such heading or margin note.
17. **Entire Agreement** These Master Terms supersede all prior agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated by these Master Terms. Customer acknowledges that it has not been induced to enter into this Agreement by any oral representation or statements not expressly contained herein. With the exception of ITD's right to modify these Master Terms with Customer, any waiver, modification, extension, or amendment of any of Customer's obligations hereunder shall not be effective unless in writing, executed by the parties hereto, and such waiver, extension, or amendment shall not affect any of Customer's other obligations hereunder.