

## **Terms & Conditions**

### **General Working Agreement**

This PRISM quote, when signed by you with a copy returned to us, will constitute a working agreement ("Agreement") between our firms. All projects or services which Deluxe Branded Marketing, may be contracted to produce or provide for your firm will be subject to the general provisions spelled out in this Agreement or agreements to be entered into between our firms until such time as these Agreements should change.

### **Specific Terms**

Unless otherwise specified, all quotes will be based on reasonable time schedules. In cases requiring work to be done on a RUSH or overtime basis, any additional costs incurred will be billed to you. Deluxe Branded Marketing may produce and invoice you for +/- 10% of the order quantity specified for printed orders. This is standard for the print industry. Certain types of print orders may result in a change from the order quantity specified of up to +/- 20%. Deluxe Branded Marketing reserves the right to invoice for such changes.

### **Fees**

The specific fee and billing structure for this engagement is described in this quote. We reserve the right to refuse to begin, complete or deliver any work until the appropriate agreed-upon fees are paid in accordance with the stated billing structure. If the agreed-upon fee should change, we will submit a new quote for your review and approval before continuing with the engagement. Should any of our invoices not be paid within 30 days we reserve the right to charge interest at the maximum rate permitted by law. Should we be forced to retain attorneys to collect on any invoices, such fees and court costs that may be reasonable and necessary, as well as any interest charges incurred, will be billed to you.

### **Revisions and Alterations**

If the scope or nature of the engagement changes such that the approved quote is no longer applicable, a new quote will be submitted. The new quote must be approved by you before any further work can be performed.

### **Artwork Costs**

Artwork costs are not included unless indicated in a separate line item on the quote. Hi-res photographs, logos, maps, and text are to be supplied by customer. Additional costs may apply for color corrections and/or stock photography/illustration. Any deviation from the stated scope may result in additional costs.

### **Legal Matters**

- A. You warrant to Deluxe Branded Marketing by signing this quote that you have the ownership or permission to use all logos, trademarks, and other intellectual property provided to Deluxe Branded Marketing for use on this engagement. You agree to indemnify us for all costs, expenses, settlements or judgments against Deluxe Branded Marketing should this warranty be breached.
- B. We reserve the right to refuse to be a party to any project which, in our judgment, would be illegal, fraudulent, or in any other way harmful to the best interests of our firm in our sole discretion. We will do everything we can to protect any property or materials you entrust to us and to guard against any loss to you. However, in the absence of gross negligence on our part, we are not responsible for the loss, damage, destruction or unauthorized use by others of such property nor are we responsible for the failure of other suppliers or vendors such as printers, photographers or media.

- C. We will also make every effort to return to you as promptly as possible all material and property which belong to you or for which you have paid. However, we are not authorized to release to you any property or material, which may be owned by others. This includes any photographs, illustrations, lettering or other artwork which is specifically owned by the artists or photographers.
- D. We reserve the right to use any work we may produce for you as samples for our marketing needs and you agree to such use.
- E. Any design ideas which are not accepted and paid for by you become our property and we will be free to use such designs in any way desired.
- F. In the event that we sustain a loss as a result of a claim, suit or proceeding brought against you as a result of the publication of material which you approved of, and authorized us to produce for you, you agree to indemnify us for any such losses.

**Governing Law; Consent to Jurisdiction**

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas other than its law related to choice or conflicts of law. Any legal suit, action or proceeding arising out of or related to this Agreement, and breach of this Agreement, or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the state of Texas in each case located in Dallas County, Texas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.