

1. **QUOTATIONS/ESTIMATES** A quotation not accepted within 30 days may be changed.
2. **ORDERS** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond THINK's control. Canceled orders require compensation for incurred costs and related obligations.
3. **EXPERIMENTAL WORK** Experimental or preliminary work performed at the customer's request will be charged to the customer at THINK's current rates. This work may not be used without THINK's written consent.
4. **CREATIVE WORK** Sketches, copy, dummies, and all other creative work developed or furnished by THINK are THINK's exclusive property. THINK must give written approval for all use of this work and for any derivation of ideas from it.
5. **ACCURACY OF SPECIFICATIONS** Quotations are based on the accuracy of the specifications provided. THINK can request a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.
6. **PREPARATORY MATERIALS** Artwork, type, plates, negatives, positives, tapes, disks, and other items supplied by THINK shall remain THINK's exclusive property.
7. **ELECTRONIC MANUSCRIPTS/IMAGES** It is the customer's responsibility to maintain a copy of the original file. THINK is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by THINK, no claims or promises are made about THINK's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.
8. **ALTERATIONS/CORRECTIONS** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at THINK's current rates.
9. **PREPRESS PROOFS** THINK will submit prepress proofs along with original copy for customer review and approval. Corrections will be returned to THINK on a master set marked "OK to Run," "OK to Run With Corrections" or "Corrections Need New Proof," and signed by customer. Until the master set is received, no additional work will be performed. THINK will not be responsible for undetected production errors if:
  - Proofs are not required by the customer
  - The work is printed per the customer's OK
  - Requests for changes are communicated verbally
10. **PRESS CHECKS** A press sheet can be submitted for the customer's approval as long as the customer is present at the press during makeready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at THINK's current rates.
11. **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 is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.
12. **CUSTOMER'S PROPERTY** THINK will only maintain fire and extended coverage on property belonging to the customer while the property is in THINK's possession. THINK's liability for such property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing and in the premium is paid to THINK.
13. **DELIVERY** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. THINK's dock. Quotations are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, THINK will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to THINK or from the customer's supplier to THINK are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.
14. **PRODUCTION SCHEDULES** Production schedules will be established and followed by both the customer and THINK. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of THINK. In such cases, schedules will be extended by an amount of time equal to the delay incurred.
15. **CUSTOMER-FURNISHED MATERIALS** Materials furnished by customers or their suppliers are verified by delivery tickets. THINK bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by THINK. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by THINK without alteration or repair. Items not meeting this requirement will be repaired by the customer or by THINK at THINK's current rates.
16. **OUTSIDE PURCHASES** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.
17. **TERMS/CLAIMS/LIENS** Terms are determined by credit application review. Past due invoices are subject to a late penalty of 1.5% per month, but not more than the maximum permitted by law. In case of default, customer agrees to pay reasonable collection costs (including attorneys' fees) plus late penalties.

Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, THINK and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that THINK's performance has fully satisfied all terms, conditions, and specifications.

THINK's liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, THINK has the right to hold and place a lien on all customer property in THINK's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

In the event of suit regarding this contract, then venue and jurisdiction therefore shall be in either the Superior or Municipal Court, as appropriate, of the County of Santa Clara, California. The parties agree and stipulate that the essential terms of this contract are to be performed in said County.
18. **LIABILITY** (1) *Disclaimer of Express Warranties.* THINK warrants that the work is as described in the quotation. 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.

(2) *Disclaimer of Implied Warranties.* THINK warrants only that the work will conform to the description contained in the quotation. THINK's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will THINK be liable for specific, individual, or consequential damages.
19. **INDEMNIFICATION** The customer agrees to protect THINK from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold THINK harmless and save, indemnify, and otherwise defend THINK against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

(1) *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 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 THINK 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.

(2) *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 THINK in all legal actions on these grounds as long as THINK: promptly notifies the customer of legal action; and, gives the customer reasonable time to undertake and conduct a defense.

THINK reserves the right to use its sole discretion in refusing to print anything THINK deems libelous, scandalous, improper, or infringing on copyright law.
20. **STORAGE** THINK will retain intermediate materials used until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at an additional charge. THINK is not liable for any loss or damage to stored material beyond what is recoverable by THINK's fire and extended insurance coverage.
21. **TAXES** All taxes and assessments levied by any governmental authority are the responsibility of the customer. Amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the quotation. 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 THINK for any additional taxes paid.
22. **TELECOMMUNICATIONS** Unless otherwise agreed, the customer will pay for all transmission charges. THINK is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.

**INITIALS:** \_\_\_\_\_