

## General

For imprinted goods, the associated imprinting cost, set up/screen usage and applicable PMS color match charges must be added to the unimprinted item cost- "FormgraphicsInc.com -ASI/55100" and country of origin may be printed on items produced. A fee in the amount of 5% of the order may be assessed to customer for requesting Formgraphics to omit "Formgraphicsinc.com" from the final printed product. As the production times stated are based upon our normal factory schedules, please contact us prior to order placement to determine our current production scheduling for the item(s) you will be ordering. Production starts When Formgraphics has received a signed order confirmation, virtual proof approved and payment information.

**Pricing subject to change.** All pricing shown is US \$ and subject to change without notice. Please contact us for confirmed pricing and lead times. You agree that we cannot be held responsible for incorrect information found on 3rd party databases, websites, flyers or catalogs.

## Artwork/Graphics

Camera Ready artwork is any flat, color separated, black and white artwork that is to be reproduced exactly as submitted. Photocopies, business cards, faxes, letterheads, etc. cannot be considered camera ready artwork. Computer generated artwork (vector art) is preferred and can be supplied on any removable media or sent via email to [sales@formgraphicsinc.com](mailto:sales@formgraphicsinc.com). The preferred software program being **Illustrator**. All fonts should be included with the file or created to outline. Due to the curvature of our buckets and tubs, artwork will often appear distorted on the imprinted item. Corrective artwork distortion is done by our graphics department to computer generated artwork but cannot be done on artwork provided in hard copy form. Artwork preparation and/or clean-up is available if needed at current hourly rates of \$60.00/hr. Virtual proofs sent via email available at no charge with supplied computer-generated artwork. Multiple Color imprints may have up to an 1/18 of an inch variation, please submit artwork for us to verify capabilities.

## Terms

All major credit cards are accepted at the time of order placement. Please call to inquire about our company's credit- policy. Finance charges of 1 ½ % per month (annual percentage rate of 18%) will be assessed to invoices not paid according to terms. Late payments could result in loss of terms at company's discretion.

**Attorneys fees.** In the event customer breaches this Agreement, customer agrees to pay all damages sustained by Formgraphics, including the full price of the ordered goods and shipping charges if applicable. Customer also agrees to pay all of Formgraphics' costs of collection including its reasonable attorneys' fees and other costs of collection. **Choice of Venue, Jurisdiction and Law:** Customer consents to jurisdiction and venue in the State of Minnesota, County of Winona.

Customer agrees that any litigation between customer and Formgraphics may be brought in Winona County District Court, State of Minnesota or the Federal Courts in Minnesota and customer agrees and consents to such venue. Minnesota law shall govern this agreement.

## Order Changes, Corrections or Cancellations

Any changes or corrections to an order received and acknowledged by the factory can be made only with approval of Formgraphics and will require customer to pay Formgraphics compensation for any order processing or production which has already occurred at Formgraphics' current rates. Canceled orders are subject to a flat \$100.00 charge, plus any and all artwork, screens, materials or other work completed at time of order cancellation. As all imprinted products are "custom made to order", imprinted merchandise sales are final and imprinted products cannot be returned for refund. Unprinted metal products (which are to be returned to the factory) must have prior authorization, be adequately packaged, shipped via prepaid freight and are subject to a minimum restocking charge of twenty five percent (25%).

## Shipping

Due to the difficulty of manufacturing exact requirements without sacrificing quality, Formgraphics reserves the right to ship up to five percent (5%) over or under customer order quantities. All items are shipped FOB our main Winona, Minnesota factory, except galvanized metal tanks (#213ST) which are shipped FOB our Nebraska facility. Multiple location (drop) shipping directly from the factory is available at an additional cost. Drop Shipments are available with the first location free of charge, then \$10.00 per location for ground and \$25.00 per pallet after that. Formgraphics cannot be responsible for product quantity discrepancies of orders shipped to any locations(s) other than that of our customer. Special packaging configurations and labeling are available at additional cost. Items designed as "bulk pack" (without cardboard carton of any type) ship on shrink wrapped pallets via LTL common motor carrier. All ordered merchandise becomes the property of buyer once the goods leave the factory and are shipped strictly at buyer's risk. Formgraphics does not guarantee on time, in hands delivery dates, or the safe carriage of shipped goods, once they leave our factory.

## Damaged Merchandise

Although we take every precaution in the adequate packaging of our products, Formgraphics does not guarantee that your order will not be damaged while in transit. It is your responsibility to inspect your order shipment immediately upon delivery. Any and all visible damage **MUST** be reported to the carrier at the time of delivery signature and acceptance. Concealed damage must be reported to Formgraphics customer service, or the appropriate carrier within 48 hrs. In every event of product damage, you must retain all original packaging material, along with the damaged goods, until such time as you are advised of their disposition. Damaged product reports not submitted to the applicable carrier of the goods within 3 calendar days of original shipment date will not be honored. Items must be in the location of delivery when damage is being reported or pick up is requested.

## Patents and Copyrights

All copy or other material, submitted by the customer, for use by Formgraphics in producing items ordered, whether or not artwork by Formgraphics is required therewith, will be accepted by Formgraphics as being submitted in full compliance with all applicable laws regarding trademark, service mark, copyright, right of privacy, patent or similar protection. The customer, by submitting such copy or other material, represents that the use thereof by Formgraphics on the items ordered will not violate any such laws, and Formgraphics hereby disclaims any and all liability to customer or any third party. Customer agrees to defend and hold Formgraphics harmless against any claim or lawsuit by any party for any damages, costs and/or expenses alleging a violation of such laws by Formgraphics as a consequence of its use of said copy or other material or in the performance of this agreement. We reserve the right to use all customer logos, pictures and graphics in our advertising and displays unless otherwise notified in writing at the time of the order.