



TERMS AND CONDITIONS

Orders are subject to the following Standard Terms and Conditions, which supersede any previous documents or communications. No variations or modifications of these terms will be accepted unless mutually agreed upon in writing before receipt of the purchase order.

CUSTOMER PROPERTY - BR Printers, Inc. is not liable for any loss, deterioration, or damage to customer property. Customers must carry adequate insurance to cover any furnished materials, including the added value of services performed to create components, plus materials invoiced but not yet shipped. The customer waives any right of subrogation that their insurer may have. All "Valuable Artwork" provided to BR Printers, Inc. must be accompanied by an appraisal, even though the artwork remains the customer's property while in BR Printers, Inc.'s possession.

PLATES made at BR Printers, Inc. remain the property of BR Printers, Inc.

PRICES quoted are based on current costs for raw materials, utilities, fuel, and labor. Any changes to these costs prior to completion of work will be fairly reflected in the price. Quoted prices do not include any applicable sales or other taxes, which are the customer's responsibility. All discounts received by BR Printers, Inc. from its suppliers shall remain the property of BR Printers, Inc. All shipments are FOB point of origin, unless otherwise stated, with freight prepaid and added to the invoice. Transportation charges on the invoice may not reflect actual freight charges due to volume discounts or allowances.

LATE PAYMENT - Customer shall pay BR Printers, Inc. on demand for any unpaid balance or breach of contract, at the lesser of (a) 1.5% per month of the overdue amount prorated daily or (b) the maximum amount allowable by law.

CONDITION OF COPY - The copy furnished by the customer must match the specifications quoted. If the copy differs, BR Printers, Inc. reserves the right to revise the quotation.

ALTERATIONS requested by the customer will be confirmed in writing and charged at current rates.

OVERS/UNDERS - Deliveries may vary by up to 5% for orders under 5,000 units, or by up to 4% for orders of 5,000 or more, or by up to 3% for orders of 10,000 or more, unless otherwise specified by the customer. BR Printers, Inc. will bill for the actual quantity delivered within the agreed variance.

TITLE AND RISK OF LOSS pass to the customer upon tender for delivery at the FOB point stated in the quote.

LIENS - BR Printers, Inc. has a lien on any customer property, work in progress, and undelivered work as security for payment due.

WARRANTY AND LIMITS OF LIABILITY - BR Printers, Inc. warrants that work will be performed in a timely, good, and workmanlike manner, consistent with industry standards. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BR Printers, Inc.'s liability for breach of this warranty is limited, at its option, to (a) repair or replacement of defective components at no cost to the customer, or (b) a credit to the customer for the variable portion of the unit cost for the defective articles. In no event shall BR Printers, Inc. be liable for indirect, special, consequential, punitive, or exemplary damages. ALL CLAIMS MUST BE MADE IN WRITING WITHIN 30 DAYS OF SHIPMENT, OR THEY WILL BE DEEMED WAIVED.



PRODUCTION SCHEDULES will be established and communicated for customer approval prior to the acceptance of the purchase order unless otherwise stated. Both parties will adhere to these schedules, but neither will be liable for delays due to causes beyond their control, including but not limited to labor strikes, fire, equipment breakdowns, material shortages, global pandemics, or acts of God.

PAPER STORAGE - Storage costs for paper or other materials are not included in the proposal unless stated. Materials stored for more than 30 days will incur standard storage charges.

CUSTOMER FURNISHED PAPER - Customer acknowledges that paper mills manufacture roll stock to a specified basis weight with a tolerance of +/- 5%. BR Printers, Inc. reserves the right to invoice based on the actual weight of the paper consumed.

INTELLECTUAL PROPERTY AND RIGHTS VERIFICATION - BR Printers, Inc. assumes no responsibility for verifying the legality or ownership of the content provided by the customer. The customer warrants that they have the necessary rights and agrees to indemnify BR Printers, Inc. against any claims arising from the printing of the submitted content.

SUBJECT MATTER - BR Printers, Inc. reserves the right to refuse to print or bind any material that may expose it to liability. The customer shall indemnify and hold BR Printers, Inc. harmless from any claims arising from the work, including providing a full defense at the customer's expense.

ARBITRATION AND GOVERNING LAW - This proposal is governed by the laws of the state of California. Any disputes will be resolved through binding arbitration under the rules of the American Arbitration Association in the county of production. BR Printers, Inc. is entitled to reimbursement of attorneys' fees if it engages legal services to enforce this contract.

CONFIDENTIALITY - Both parties agree to keep confidential any proprietary information shared in the course of providing or receiving the Services.

FILE SUBMISSION - Files must adhere to the following unless agreed upon previously by both parties:

- **File Specifications:** All print-ready files must meet BR Printers, Inc.'s specifications. Failure to comply may result in delays, additional costs, or compromised print quality, for which BR Printers, Inc. is not responsible.
- **File Formats:** Acceptable formats include PDF, EPS, TIFF, or as specified by BR Printers, Inc. All files must be flattened, with fonts embedded where applicable.
- **Proofing Responsibility:** It is the customer's responsibility to review and approve all files before submission. BR Printers, Inc. is not liable for errors in the submitted files.
- **Color Accuracy:** BR Printers, Inc. will deliver color consistency within the industry standards. Variations within these standards are acceptable.
- **File Submission Deadline:** Files must be submitted by the agreed deadline to ensure timely production.
- **Revisions:** Changes after submission will incur additional charges and may affect the delivery schedule. Revisions must be approved by the customer before printing.
- **Approval Confirmation:** Once print-ready files are submitted, BR Printers, Inc. will issue a confirmation. No changes can be made post-confirmation unless agreed upon.
- **File Storage and Retention:** Files will be stored for 30 days post-project completion and can be deleted thereafter unless otherwise agreed to. Clients should retain their own copies, as BR Printers, Inc. will not indefinitely store or archive files unless otherwise agreed.