



TERMS & CONDITIONS

608-793-1663

haley@onthreeprinting.com

Client:

1401 Saint Andrew St
La Crosse, WI

Date:

54603

Project

OnThree Printing & Design (the Printer) agrees to provide screen printing, graphic design, or print services as listed in the “deliverables” section below.

The Printer agrees they will remain the sole provider for the term of this project. All work will remain unique, original and free of any plagiarism.

E-mail will be the primary method of contact for all correspondence with the Client throughout the entirety of the project. Telephone and mail will be used as secondary and tertiary methods of contact, respectively.

Deliverables & Artwork Approval Process

These terms and conditions apply for any deliverable items as shown on an artwork proof for screen print, graphic design, or print services.

Screen Print

A virtual artwork proof including garment option(s), color(s) of garment option(s), color of ink(s), screen print artwork and size quantity breakdown will be sent to the Client. The Client is required to review and approve the artwork proof before the Printer will process the order. No garments are ordered by the Printer until the Client approves the virtual artwork proof.

Ink and garment colors may not be exact in the virtual proof as viewing from one monitor to the next can look different. Ink or garment color verification should be done in person if the Client has any concerns. The Printer will print garments according to industry standards unless otherwise specified. If the Client has specific requirements or expectations for the appearance of a product, the Client must discuss these requirements with the Printer prior to production. If the Client is concerned about the fit of garment option(s), the Printer will provide the garment specification sheet and samples may be ordered when requested. Upon receipt of the Client's approval, the Client approves all art/design and spelling, ink and/or shirt color, pricing and quantities and agree to the Printer's Terms & Conditions.

Graphic Design

Graphic design concepts will be submitted for the Client's review via e-mail unless otherwise discussed. Upon receipt of the Client's feedback, the Printer will make any needed changes until the Client is completely satisfied. The Printer will not be responsible for any errors in spelling, punctuation or grammatical errors once final artwork is approved. The Client will incur the costs of all graphic design time and revisions. The Printer's current graphic design rate is \$40 per hour of

design time. Digital files will be delivered to the Client once final design is approved and payment is received in full.

Once payment is received in full, the Client has ownership of final graphic design artwork for use in any media application. The Printer retains the right to use the final artwork, or any versions of the artwork created in the process, for business promotional use.

Print Services

The Printer is committed to customer satisfaction and will do everything possible to ensure excellent printing quality. If files for print are submitted by the Client, the Printer will not be held responsible for the following:

- Spelling, punctuation, or grammatical errors
- Inferior quality or low-resolution of submitted files
- Design errors or selection errors introduced in the artwork files submitted by the Client
- Color match guarantee without a hardcopy proof approval
- Incorrect file layout for folding, scoring, hole drilling, die cutting or other custom services

Payment Terms

All Projects shall be conducted and delivered upon payment based on the payment terms below.

All fees will be invoiced upon submission of deliverables to the Client and will be due on receipt unless other arrangements are agreed upon. If the Client would like to be on terms with the Printer, a credit application must be submitted (please inquire). To qualify for sales tax exemption, a completed state form must be submitted with a valid state tax ID number. The Client agrees to pay a monthly late charge on past due balances of 1.5% (annual rate of 18%) or the maximum rate otherwise allowed by law. In the event a check comes back due to insufficient funds, a service charge of \$20 will be assessed to the Client.

A credit card on file will be required. Payment will be processed on the credit card on file upon either *a.* submission of screen print deliverables to the Client *or b.* final approval of graphic design artwork unless other payment methods are discussed prior to completion of the project.

A 50% deposit will be required prior to production for screen print orders estimated to have fees over \$3000. The remaining balance will be due upon receipt unless other arrangements are agreed upon.

If the Scope of work changes during the project's completion additional costs may occur. The Printer will submit any price changes to the Client prior to beginning such tasks.

Additional fees, such as stock photography, illustration or other third party costs will be communicated to the client and billed at final billing.

Termination

Either party may terminate the screen print or graphic design contract at any time for any reason they deem necessary with written notice.

Upon cancellation of the contract, the Client will be responsible for all expenses incurred prior to contract termination.

Should the Client choose to cancel the project after the project's completion, the client will remain responsible for full payment of the complete project total.

Disclaimers

The Printer will not be responsible for delays in production due to lack of communication or neglect from the Client. The Printer will not be responsible for shipping and/or handling delays of any deliverables including but not limited to shipping and/or handling of deliverables prior to and after production. Fees may apply for any projects submitted with rushed deadlines. The Printer will not be responsible for garment fit or sizing once the Client approves the virtual artwork proof. The Printer will always produce industry standard products unless otherwise specified. The Printer will not be responsible for lack of communication or neglect from the Client regarding specific ink or print expectations. The Printer is not responsible for replacing any garments provided by the Client if damaged during production. The Printer's terms and conditions are subject to change at any time without warning to the Client.

Agreement

By submitting an approval for any project of any deliverable listed above, the Client consents to the terms and conditions as explained here on behalf of themselves, and/or the organization or business they represent.