

## CONDITIONS OF SALE

FOCUS Direct is offering the products and/or services described on the other side of this form with any terms specifications that appear thereon and all of the additional "Conditions of Sale" that follow:

1. **QUOTATIONS:** Subject to acceptance within 30 days. Quotations are based on the cost of labor and materials on the date of the quote. If changes occur in cost of material, labor or other costs prior to acceptance, the right is reserved to change the price quoted. Subsequent orders will be subject to price revision, if required. Quotations do not include postage or applicable taxes unless specified separately.
2. **POSTAGE:** Quotations do not include postage. Payment of postage in advance is required on all orders. In special cases, if requested, FOCUS Direct may agree to advance postage but will require written approval by senior management. FOCUS Direct may add a 10% service fee for this service.
3. **ACCEPTANCE OF ORDER:** The Customer or Buyer agrees that FOCUS Direct may refuse at any time to print or mail any copy, photographs or illustrations of any kind that in our sole judgment we believe is an invasion of privacy, is degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass, is in bad taste, is against our convictions, or which in our sole judgment is an infringement on a trade mark, trade name or copyright belonging to others.
4. **CANCELLATION:** Orders regularly placed, verbal or written, may be canceled by the Customer at any time by notice in writing with the understanding that FOCUS Direct will be compensated in full for any raw material purchased and work or services performed prior to cancellation.
5. **EXPERIMENTAL WORK:** Sketches, drawings, layouts, copy writing, and other experimental work, including presswork and materials supplied by us will be charged for at current rates. Layouts, sketches, copy and drawings are the property of FOCUS Direct and no use of them shall be made and no idea obtained therefrom shall be used except upon our written permission and payment in full.
6. **CREATIVE WORK:** Creative work, such as sketches, copy, dummies, and all preparatory work developed and furnished by FOCUS Direct, shall remain our exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by FOCUS Direct, and not expressly identified and included in the selling price.
7. **PREPARATORY MATERIALS:** Working mechanical art, type, negatives, positives, flats, plates, and other items when supplied by FOCUS Direct, shall remain our exclusive property unless paid in full by the Customer or otherwise agreed in writing.
8. **ALTERATIONS/SPECIFICATIONS:** Prices quoted herein are based upon our understanding of the specifications submitted. Customer alterations or changes will represent work performed in addition to the original specifications. These costs will be charged to the client at current rates. Documentation will be provided upon request.
9. **PRE-PRESS PROOFS:** Pre-press proofs shall be submitted with original copy. Correction are to be made on "master set," and returned marked "O.K." or "O.K. with corrections" and signed by customer. If revised proofs are desired, request must be made when proofs are returned. FOCUS Direct cannot be held responsible for errors under either or both of the following conditions: if the Customer has failed to return proofs with indication of changes, if the Customer has instructed FOCUS Direct to proceed without the submission of proofs, or if the Customer returns an approved proof without indicating all errors or changes.
10. **PRESS PROOFS:** Unless specifically provided in FOCUS Direct's quotation, press proofs will be charged at current rates. An inspection sheet of any form can be submitted for Customer approval, at no charge, provided Customer is available at the press during the time of makeready. Lost press time due to Customer delay, or Customer changes and corrections, will be charged at current rates.
11. **COLOR PROOFING:** Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery.
12. **OVER-RUNS AND UNDER-RUNS:** Over-runs or under-runs shall not exceed 10% on quantities ordered, or the percentage agreed upon, shall constitute acceptable delivery. FOCUS Direct will bill for actual quantity delivered or produced within this tolerance. If Customer requires guaranteed exact quantities they must so state at estimating phase and proposal must so indicate to be binding.
13. **CUSTOMER FURNISHED MATERIALS:** Paperstock, inks, camera copy, film, color separations, and other Customer furnished material shall be manufactured, packed, and delivered to FOCUS Direct's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the Customer. When stock for the job is supplied by the Customer, delivery of the full printing order will be dependent upon the Customer supplying sufficient stock of suitable quality for the print order, make-ready and press adjustment, and any problems directly attributable to the condition of the paper. Additional cost due to delays or impaired production caused by Customer's paper stock or other supplies will be charged for at current rates.
14. **DELIVERY SCHEDULES:** FOCUS Direct accepts no liability for our failure to meet any requested delivery dates. In addition, we have no control over U.S. Post Office delivery schedules and cannot guarantee when mail deposited by us will be delivered by the Postal Service. All work orders accepted contingent to fire, accident, acts of God, acts of civil conflict or war, mechanical breakdown or other cause beyond our control. Since the time element is an integral part of our business, quoted prices are based upon a specific set of time schedules for completion. Any requested deviation from the schedules described or agreed by both parties at commencement of order may alter the quoted price.
15. **PRODUCTION SCHEDULES:** Production schedules will be established and adhered to by Customer and FOCUS Direct provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority and acts of God or other causes beyond the control of Customer or printer. Where production schedules are not adhered to by the Customer, final delivery date(s) will be subject to renegotiation.
16. **CUSTOMER SUPPLIED MAILING LIST:** Mailing list(s) provided by Buyer in FOCUS Direct's possession for storage or otherwise shall remain the exclusive property of Buyer and shall be used only at their instructions and consistent with the lawful rights of the list owners. FOCUS Direct assumes responsibility for replacement of such list(s) in the event of loss by fire, vandalism, theft, or other such causes, only if the Customer has a duplicate list or has the source material from which the list(s) was compiled, and then only to the extent of the costs involved in replacing what was lost.
17. **FOCUS DIRECT SUPPLIED LISTS:** Every consideration shall be given to the accuracy of each list, however, due to the nature of list sources and the methods with which lists are compiled, variances can occur and therefore, FOCUS Direct will not accept any liability or responsibility for any intangible or special value attached thereto.
18. **MATERIAL:** FOCUS Direct's price quotations are based on the understanding that all material provided to us will permit efficient handling on our equipment. Materials furnished to us which are not up to standard and result in excessive production time due to poor folding, facing, trimming, packing, sticking together of material, insufficient leeway between enclosures and envelopes, square envelope flaps, or other cause, will be subject to pricing at special rates. Buyer will be notified when deficiency is discovered and approval obtained for handling at special rates before proceeding with work.  
All direct mail handling and processing involves 2 to 10% spoilage based on the job quantity. Allowances for spoilage should be taken into consideration when ordering material for our handling. Every effort will be made to handle Buyer's material with frugality and to prevent undue spoilage. We do not process material which is running at excessive spoilage rates without notification to the Buyer. Nevertheless, we cannot accept responsibility for shortages of material as a result of spoilage in processing.  
All stock and materials belonging to Buyer will be held and stored only at Buyer's risk.
19. **TERMS:** Payment shall be whatever was set forth in quotation or invoice unless otherwise provided in writing. Claims for defects, damages, or shortages must be made by the Customer in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.
20. **LIABILITY:** FOCUS Direct's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms of any agreement, FOCUS Direct shall have the right, if necessary, to retain possession of, and shall have a lien on, all Customer property in FOCUS Direct's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance, or guarantee of payment shall not affect such security interest and lien.
21. **INDEMNIFICATION:** The Customer shall indemnify and hold harmless FOCUS Direct from any and all loss, cost, expense, and damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against FOCUS Direct on grounds alleging that the said printing violates any copyrights or any proprietary right of any person, or that it contains any matter that is libelous or obscene or scandalous, or invades any person's right to privacy or their personal rights, except to the extent that FOCUS Direct contributed to the matter. The Customer agrees, at the Customer's own expense, to promptly defend and continue the defense of any such claim, demand, action, or proceeding that may be brought against FOCUS Direct, provided that FOCUS Direct shall promptly notify the customer with respect thereto, and provided further that FOCUS Direct shall give the Customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

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