



Gallas Label & Decal
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TERMS AND CONDITIONS

Unless otherwise specifically agreed to in writing by Gallas Label & Decal Corporation ("Gallas"), these terms and conditions, together with any proposal estimate, or quote, forms the entire agreement between you ("Customer") and Gallas ("Agreement").

QUOTATION: Quotations are available upon request and must be accepted within 30 days or are subject to change.

ORDERS/CANCELLATION: Acceptance of an order is subject to credit approval and product credibility due to contingencies such as fire, water, strikes, theft, vandalism, acts of God, or other causes beyond our control. No order may be cancelled after acceptance without Gallas' express written consent and upon payment of all costs and expenses incurred by Gallas.

EXPERIMENTAL WORK: Experimental or preliminary work performed at the Customer's request will be charged to the customer at Gallas' current rates. Experimental or preliminary work cannot be used without Gallas' express, prior, written consent.

CREATIVE WORK: Sketches, copy, dummies, and all other creative work developed or furnished by Gallas are Gallas' exclusive property. Gallas must give written approval for all use of this work and for any other derivation of ideas from it.

ACCURACY OF SPECIFICATIONS: Quotations are based on the accuracy of the specifications and quality of artwork being provided by Customer. Gallas can requote a job at 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.

PREPARATORY MATERIALS: Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by Gallas remain the exclusive property of Gallas.

ELECTRONIC MANUSCRIPT OR IMAGE: It is the Customer's responsibility to maintain a copy of the original file. Gallas 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 Gallas, no claims or promises are made about Gallas' 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. Unarchiving of files may result in an additional charge.

ALTERATIONS/CORRECTIONS: Customer alterations include all work performed in addition to the original specifications. All such work will be charged at Gallas' current rates.

PREPRESS PROOFS: Gallas will submit prepress proofs for the Customer's review and approval. Corrections will be returned to Gallas on a "master set" marked "OK," "OK with Corrections," or "Revised Proof Required" and signed by the Customer. Until the master set is received, no additional work will be performed. Approval can be sent by facsimile transmission or e-mail. Gallas will not be responsible for undetected errors if: proofs are not required by the Customer; the work is printed per the Customer's approval; or requests for changes are communicated orally.

PRESS PROOFS: Press proofs will not be furnished unless they have been required in writing in Gallas' quotation. A press proof can be submitted for the Customer's approval as long as the Customer is present at our plant during make ready. Digitally printed jobs do not require on-site approval. Any press time lost or alterations made because of the Customer's delay or change of mind will be charged at Gallas' current rates.

COLOR PROOFING: Because of the differences in equipment, paper, inks, and other conditions between color proofing and production press room operations, a reasonable variation in color between proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance.

OVER-RUNS OR UNDER-RUNS: Over-runs or under-runs will not exceed 10 percent of the quantity ordered. Gallas will bill for actual quantity delivered within this tolerance. If the Customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

CUSTOMER'S PROPERTY: Gallas will only maintain fire and extended coverage on property belonging to the Customer while the property is in Gallas' possession. Gallas' liability for this property will not exceed the amount recovered from insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to Gallas.

DELIVERY: Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Gallas' platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, Gallas will charge accordingly at current rates. Charges for delivery of materials and supplies from the Customer to Gallas, or from the Customer's supplier to Gallas, are not included in quotations unless specified. Title for finished work passes to the Customer upon delivery to the carrier at shipping point, or upon mailing of invoices for the finished work or it segments, whichever occurs first.



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PRODUCTION SCHEDULES: Production schedules will be established and followed by both the Customer and Gallas. There will be no liability or penalty for delays due to force majeure including state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, press/material/plate or ink failure, supplier delivery lateness or other causes beyond the control of Gallas. In such cases, schedules will be extended by an amount of time equal to delay incurred.

CUSTOMER FURNISHED MATERIALS: Materials furnished by Customers or their suppliers are verified by delivery tickets. Gallas bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by Gallas. 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 Gallas without alteration or repair. Items not meeting this requirement will be repaired by the Customer, or by Gallas at Gallas' current rates.

OUTSIDE PURCHASES: Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Customer are chargeable.

PAYMENT TERMS/CLAIMS/LIENS: Payment is due 30 calendar days from date of invoice. Pre-authorization will be done for all credit card transactions at the time of order for the estimated full project amount or a lesser amount in Gallas' sole discretion. If the Customer has a credit card on file, the card will be charged for the invoice and a 3% processing fee will be assessed. Invoices not paid within 30 days will bear interest at 1-1/2% per month. 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 the Customer will have deemed to have accepted. By accepting the job, the Customer acknowledges that Gallas' performance has fully satisfied all terms, conditions, and specifications. Gallas' 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, Gallas has the right to hold and place a lien on all Customer property in Gallas' possession. The 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 cost incurred.

WARRANTIES/LIMITATION OF LIABILITY: Disclaimer of Express Warranties: The provider warrants that the work is as described in the purchase order. 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.

Disclaimer of Implied Warranties: The provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contracts, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will Gallas be liable for specific, individual, or consequential damages.

NO WARRANTY: GALLAS MAKES NO WARRANTY TO CUSTOMER UNDER THIS AGREEMENT AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, IMPLIED OR EXPRESS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Gallas' liability with respect to any order for products or services shall not exceed the amount paid by Customer. **IN NO EVENT SHALL GALLAS BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS.**

INDEMNIFICATION: The Customer agrees to protect Gallas from economic loss and any other harmful consequences that could arise in connection with the work. This means that the Customer will hold Gallas harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all ground. This will apply regardless of responsibility for negligence.

COPYRIGHTS: The Customer 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 bear a copyright notice in order 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 Gallas harmless of all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided. **Personal or economical 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 Gallas in all legal actions on these grounds as long as Gallas promptly notifies the Customer of the legal action and gives the Customer reasonable time to undertake and conduct a defense. The provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper, or infringing upon copyright law.



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STORAGE: The provider will retain intermediate materials 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 for additional charge. The provider is not liable for any loss or damage to stored material beyond what is recovered by Gallas' fire and extended insurance coverage.

TAXES: All amounts dues for taxes and assessments will be added to the Customer's invoice and are the responsibility of the Customer. No tax exemption will be granted unless the Customer's "Exemption Certificate" (or other proof of exemption) accompanies the purchase order. 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 Gallas for any additional taxes paid.

GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any provisions regarding choice of law. **THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS.** Any dispute or issue between the parties arising hereunder or in connection herewith shall be commenced and prosecuted in its entirety in any state or federal court in Cook County, Illinois, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. **EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT OR FORUM TO WHICH THEY MAY BOTH BE PARTIES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH, THIS CONTRACT, THE BREACH OF THIS CONTRACT, OR WITH RESPECT TO ANY MATTER OR DISPUTE BETWEEN THEM.**

Customer agrees to pay or reimburse on demand all costs, including attorneys' fees and legal costs, incurred by Gallas in connection with the enforcement of Gallas' rights in connection with the Customer's failure to pay for any products/services or breach of this Agreement.

MISCELLANEOUS: If any provision of these terms and conditions are found invalid or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect. Neither party's delay nor failure in enforcing any right or remedy afforded under this Agreement or by law shall prejudice or operate to waive that right or remedy or any other right or remedy which it may have available; nor shall any such failure or delay operate to waive either party's rights to any available remedies due to a future breach of this Agreement, whether of a like or different character.

No amendment, modification, or waiver of the provisions of this Agreement shall be valid or binding on either party unless it is in writing and signed by both of the parties. All notices, requests, demands, and other communications under this Agreement shall be given in writing and shall be: (a) personally delivered; or (b) sent to the parties at their respective addresses indicated in the Agreement (or to such other person or address as each party shall furnish in writing in accordance with this Section 20) by registered or certified mail, return receipt requested and postage prepaid, or by private overnight courier service.

UPDATES. THESE STANDARD TERMS AND CONDITIONS MAY BE MODIFIED, AMENDED, AND UPDATED FROM TIME TO TIME AT THE DISCRETION OF GALLAS UPON WRITTEN NOTICE TO CUSTOMER.