



## TERMS OF AGREEMENT

**1. Publisher's Property:** Printer shall not be liable for any loss, deterioration or damage to Publisher's property unless solely caused by Printer's negligence. Publisher shall carry insurance adequate to cover any loss on all materials furnished by it (including the value of the work performed in creating such materials) and on work completed which has been invoiced but not shipped. To the extent Publisher carries such insurance, it hereby waives any rights of subrogation its insurer may have. Notwithstanding this, all materials stored in our warehouse or fulfillment facility will be subject to 1% shrinkage per year.

The risk of loss of files and finished or semi-finished work shall pass to Publisher upon the earlier of Printer's delivery to carrier or Postal Service, or delivery into storage, regardless of whether the transport medium or storage facilities are owned and/or operated by Printer and regardless of whether Printer charges Publisher for storage. The Publisher shall bear the risk of loss for property furnished and/or owned by Publisher and for unbound signatures or semi-finished work while such property is in storage on Printer's premises either before or after the manufacturing process and while in transit to or from Printer's premises. Printer shall bear the risk of loss during the manufacturing process subject to the limitations and exclusions of its all-risk insurance coverage.

**2. Media:** Unless otherwise stated, disk and other media supplied by the Printer become the property of the Publisher upon payment of invoices. Other media held in storage for a title are each subject to storage and handling charges billed six months in advance, and shipment of media will be assessed handling and freight charges. To safeguard against any stored media from becoming unusable or unavailable, a copy of any digitally supplied media shall be retained by the Publisher. All plates and working material made by the Printer for a title are Printer's property.

**3. Publisher-furnished Materials:** Paper stock, preparatory materials, proofs, paper covers, preprints, dies, inserts and other Publisher-furnished materials shall be manufactured, packed, and delivered to the Printer's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the Publisher.

**4. Cost of Paper, Storage:** Publisher acknowledges that under trade custom, the quantity of paper received by Printer for the work may exceed or be short of the quantity ordered from the paper mill up to standard mill tolerances. Publisher agrees to pay Printer for the total gross pounds received. Unless otherwise stated in the quotation, prices quoted contain no charge for storage or handling of furnished articles, paper or other materials furnished by Publisher. Material stored more than 30 days after completion of the work is subject to Printer's standard storage and handling charges. Paper moved from storage for shipment is subject to handling and freight charges. Printer has the right to sell Publisher's materials and apply proceeds to recover unpaid charges after written notification. Printer has the right to destroy stored electronic media, dies, supplied paper, components, and all finished and unfinished materials if storage charges are unpaid or if materials remain unclaimed after seven years. Printer will make written notification of intent to destroy to last known address of the Publisher.

**5. Over-runs and Under-runs:** Over-runs or under-runs not to exceed 10% on quantities ordered, or the percentage agreed upon in writing, shall constitute acceptable delivery. Printer will bill for actual quantity delivered within this tolerance. If Publisher requires guaranteed minimum or "no less than" quantity, Printer will be allowed to deliver up to 20% over quantity ordered.



**6. Production Schedule:** Unless otherwise stated, production schedules will be established and submitted for Publisher's approval following Printer's acceptance of Publisher's order. However, neither party shall incur any liability for delay or loss due to causes beyond the control of Publisher or Printer, including without limitation to strikes, fires, work stoppages or other labor difficulty, equipment breakdowns, material shortages and acts of God. In such case, the affected party shall give as much advance notice to the other of the occurrence as possible. Printer shall be entitled to perform such portion of the work as it is capable of performing; or if the work is placed elsewhere, shall be entitled to resume work as promptly as practical.

**7. Claims:** All claims for shortages, erroneous charges or late delivery must be made by Publisher in writing within 60 days after Printer's final shipment of the work. All claims for defective or damaged work must be made by Publisher in writing, fully setting forth the nature of the alleged defect or damage, within 60 days after Printer's shipment of the alleged defective or damaged work or two (2) years after title of such work passes, whichever occurs earlier. Publisher's failure to make such claims within the stated periods shall constitute an irrevocable acceptance of the work and a waiver of any shortage, erroneous charge, late delivery, defect or damage. Transportation claims must be made by Publisher directly against the carrier, but Printer shall provide reasonable assistance to Publisher in processing such claims.

**8. Passage of Title:** Title to finished work and unbound signatures or semi-finished work shall pass to Publisher at the time that risk of loss for such work passes to Publisher pursuant to Section 1.

**9. Warranty and Limitation of Liability:** Printer will perform the work in a good and workmanlike manner consistent with the materials and processes used. THERE ARE NO OTHER WARRANTIES, INCLUDING ANY OTHER WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Printer's liability for breach of the warranty is limited, at its option to (1) repairing or replacing the defective articles at no cost to Publisher, or (2) crediting Publisher for its "variable unit cost" paid to Printer for the defective articles.

"Variable unit cost" means the price per book charged to Publisher for press time and materials but does not include makeready or other pre-press operations. In no event will Printer be liable for any indirect, special, consequential, punitive or exemplary damages for any matter arising under this contract or for negligence.

**10. Prices and Terms:** Prices quoted are based on the present gross cost of materials, utilities, fuel and current labor rates. If there are any changes in these costs or rates that affect the work prior to its completion, such changes will be fairly reflected in Printer's charges for that portion of the work so affected. Prices quoted do not include any personal property, sales, use or other taxes now in effect or hereafter imposed on this transaction; all such taxes shall be the responsibility of Publisher. Quotation not accepted within 60 days is subject to review. Payment terms must be established prior to acceptance of order. Orders shall be submitted to Customer Service for acceptance.

**11. Responsible for Book:** Publisher warrants that any matter it furnishes for reproduction does not infringe upon any copyright, trademark or trade name, is not libelous, and does not otherwise violate any law. Publisher agrees to indemnify and hold Printer harmless against all claims, damages, and expense, including attorneys' fees, which Printer may incur as the result of any claim of such violation or alleged violation.



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**12. Responsible for Postal Regulations:** Publisher shall be responsible for complying with all Postal Servicerequirements concerning the appropriate class of mail and, if applicable, with the Mailing Specifications Manual.

**13. Cancellation of Preschedule Fee:** Publisher shall be responsible for providing details to Printer in a timely manner regarding prescheduled titles. Failure to provide adequate notification of a cancelation will result in a fee based on the following:

- Greater than 16 weeks from bound book date = no fee
- 12 – 16 weeks from bound book date = \$150
- 10 – 12 weeks from bound book date = \$300
- Less than 10 weeks from bound book date = \$500

**Alterations of these terms, whether by Publisher or Printer, are not valid unless in writing and signed by an officer of Maple Press.**