

## Terms of Credit and Conditions of Sales

- 1. Parties.** NW Prepress Group, Inc, dba Delta Graphics, will be referred to as "Delta" and the person or company purchasing or requesting service will be referred to as "Customer".
- 2. Credit terms.** On approved credit, **invoice balance is due in total within 30 days of invoice date**. Invoices that are not paid within these credit terms may lose any discounts or special pricing. A service charge of 2% per month (24% per annum) will be made on overdue balances. **We can take credit cards as payment; however, we will charge a processing fee equal to our cost - currently about 3.5%+50¢.** Past due balances may be turned over to an attorney or agency for collection. In such event, the Customer agrees to pay the full invoice amount, plus any service charges, plus all costs incurred for collection whether or not a lawsuit is commenced. Accounts that are more than 60 days past due may lose their open account status and be placed on C.O.D. for future orders. Customers whose balances have been sent for collection will be required to pre-pay any future orders.
- 3. Limitation of liability.** Delta makes no warranty, express or implied, of merchantability or fitness for any particular purpose or otherwise and in no event shall Delta be liable to Customer for any resulting damages or expenses. Customer is responsible for checking all work received for correctness and accuracy. Liability is limited to replacement of defective materials – film, plates or proofs – resulting from negligence on the part of Delta. Delta is in no way responsible for any special, direct, indirect, incidental or consequential damages arising out of or as the result of use of materials produced.  
  
It is assumed that Customer has retained backup copies of files submitted. Delta is not responsible for problems arising from loss of data or defective media.
- 4. Indemnification.** Where product or materials are produced according to patterns, plans, files, drawings, specifications or requests made by Customer, Customer shall indemnify Delta against and save Delta harmless from all loss, damage and expense arising out of any suit or claim against Delta for infringement of any patent, trademark or copyright because of Delta' manufacture or production of such product, or because of the use or sale of such product by Customer. Customer shall appear and assume defense of any such litigation.
- 5. Copyright infringement.** Permission of the artist or photographer is necessary under federal copyright law to scan, copy or reproduce photographs and images that are copyrighted. Do not provide us with any copyrighted photographs or images without the permission of the copyright holder. If you are not sure whether an order you want us to work on is copyrighted, please side with caution and refrain from submitting artwork that is questionable. Delta will not knowingly or intentionally duplicate or accept any copyrighted materials, unless you are the owner or have permission to reproduce the work. By ordering scans, files, plates, film, proofs or printed material from us you agree that you are the owner or have permission to reproduce the work. When photographs have a copyright symbol (©), or if in any other fashion, the pictures or images are copyrighted, if you do not already own the rights, it is your responsibility to obtain and include with your order a Release Waiver obtained and signed by the artist or photographer.
- 6. Nondisclosure.** Any specifications, files, drawings, plans, notes, instructions or technical data of Customer furnished to Delta in the course of producing materials for use by Customer shall remain the property of the Customer, and Delta shall not disclose to any party other than Customer or a party duly authorized by Customer, the contents thereof. At the Customer's request certain files, drawings and instructions, including but not limited to fonts and logos, shall be archived for future reference by Customer or Customer's assigns.
- 7. Cancellations.** After acceptance by Delta of orders commenced by Customer, orders may not be cancelled except with the consent of Delta, and may be subject to costs incurred if production of such order has begun.