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SOLUTIONS ▼ PERFORMANCE ▼ RELATIONSHIPS

Revised August 1, 2010

TERMS AND CONDITIONS

ORDERS—Orders cannot be cancelled except upon terms that will compensate Winston Packaging* (WPKG) against loss. Any party cancelling an order will be liable for compensating WPKG in full for costs and expenses incurred. Quantity and specification changes made after order entry, which significantly affect schedule and/or price will be estimated and billed accordingly.

EXPERIMENTAL WORK—Experimental or preliminary work performed at the customer's request will be charged at current rates and may not be used until WPKG has been reimbursed in full for the amount of the charges billed.

CREATIVE WORK—Sketches and dummies created by WPKG shall remain the exclusive property of WPKG and no use of same shall be made, or any idea obtained therefrom be used, except upon compensation to be determined by the owner.

CONDITION OF COPY—Upon receipt of original copy or digital files, should it be evident that their condition differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

PREPARATORY MATERIALS—Working digital files, mechanical art, type, negatives, positives, flats, plates, and other items supplied by WPKG, shall remain WPKG's exclusive property unless otherwise agreed in writing.

ALTERATIONS—Alterations represent work performed in addition to the original specification. Such additional work shall be charged at current rates and be supported with documentation upon request.

FURNISHED PROOFS—Pre-Press Proofs shall be submitted with original copy, files, or film. WPKG is not responsible for errors if work is printed per customer's provided copy and specifications.

CONTRACT PRE-PRESS PROOFS—Proofreading of contract proofs generated by WPKG is a shared responsibility: the customer and WPKG will thoroughly check all elements of the contract proof for content and appearance. The customer has responsibility for any reprinting costs if the work is printed according to the customer's approved contract proof.

ON-PRESS APPROVALS—Unless specifically provided in WPKG's quotation, on-press approvals will be charged at current rates. Lost press time due to customer delay, or customer changes and corrections will be charged at current rates and may affect delivery date.

COLOR PROOFING—Because of the difference in equipment and conditions between color proofing and the pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute an acceptable delivery.

PAPER STOCK—If furnished by the customer paper stock shall be properly packed, free from dirt, grit, torn sheets, bad splices, etc., and of proper quality for printing requirements. Additional cost due to delays or impaired production on account of improper packing or quality shall be charged to the customer.

CUSTOMER'S PROPERTY—All customer's property that is stored with WPKG is at the customer's risk, and WPKG is not liable for any loss or damage thereto caused by fire, water, leakage, theft, negligence, insects, rodents, or any other cause beyond WPKG's control. It is understood that the storage of customer's property is solely for the benefit of the customer.

INVENTORY PROGRAMS—When WPKG sets up a "make and hold" program requiring the storage of finished products for a stated time period not to exceed 90 days from the completion of production, the customer will be billed for product when shipped and for the balance of product in inventory when the 90 period has been reached. Storage charges of 1% per month for the billable value of remaining product will commence after 90 days. Storage in excess of 90 days must be agreed to in writing by WPKG.

DELIVERY—Unless otherwise specified the price quoted is F.O.B. Winston-Salem. All estimates are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. We make our best effort to deliver within any time specified, but cannot guarantee to do so.

OVERRUNS AND UNDERRUNS—Delivery that exceeds the quantity(s) ordered, or in the alternative, that is less than the quantity(s) ordered, shall constitute acceptable delivery as long as the overrun or underrun does not exceed 10% of the quantity(s) ordered. The parties may agree in writing to a different percentage for overruns and/or underruns. The customer shall be liable for the quantity delivered.

TERMS—After credit approval, payment terms are net 30 days from date of invoice, unless otherwise provided in writing. All Claims must be made within fifteen (15) days of receipt of goods. Interest is charged on past due accounts at 1.5% per month (18% A.P.R.).

DELAYS IN DELIVERY—All orders are accepted contingent upon strikes, fires, accidents, or other causes beyond our control. When production schedules are not adhered to by the customer, final delivery date(s) will be subject to renegotiating.

LIABILITY—WPKG'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, WPKG shall have the right, if necessary, to retain possession of, and shall have a lien on, all customer property in WPKG's possession including work in progress, preparatory materials, and finished work. The extension of credit or the acceptance of notes, trade acceptance, or guarantee of payment shall not affect such security interest. WPKG shall also have the right to reclaim any property upon default by the customer.

GOVERNING LAW—This Agreement shall be governed by the laws of North Carolina without regard to its conflict of law provisions. The customer irrevocably submits itself to the jurisdiction of the state courts of Forsyth County, North Carolina.

ATTORNEYS' FEES—The customer shall reimburse WPKG for all reasonable attorneys' fees and costs incurred in collecting on past due accounts.

* Winston Packaging is the operating unit of Winston Printing Company, a North Carolina corporation, founded in 1911 and based in Winston-Salem, NC. For more information, contact company CFO John Moore at (336) 896-7633 or email jmoore@winstonprint.com.