

PPS INC. TERMS AND CONDITIONS OF SALE

TERMS

Payment shall be made within 30 days from date of invoice unless otherwise provided for in writing. A late payment charge of 1 1/2% per month will be charged on accounts not paid in 30 days.

QUOTATIONS

Quoted prices will be honored for 6 months from the date of quote, unless quoted per a blanket release program.

ORDERS

Orders entered, verbal or written, cannot be canceled except upon terms that will compensate against loss. Delivery dates changed to a later date once the order has started may incur additional charges.

SHIPPING QUANTITIES

Shipments may contain under runs or overruns not to exceed 10%. The buyer will be charged for exact amount shipped.

MULTIPLE SHIPMENTS

Multiple or split shipments must be approved in advance by your PPS Representative otherwise all parts will be shipped in one (1) release.

ENGINEERING CHANGES/ALTERATIONS

Quotation is for work according to the original specifications. All engineering changes or artwork alterations which result in additional material and/or labor being used will be billed for.

PRODUCT SPECIFICATIONS

In the absence of written product specifications and inspection procedure, PPS will use its "PPS PANEL/OVERLAY STANDARDS" for, printing registration, colors, and color ranges, opacity, die cutting and embossing tolerances and use the inspection criteria contained therein to assure compliance to standards. Unless otherwise agreed to in writing an AQL of 2.5% will be used by PPS.

ACCEPTANCE OF MERCHANDISE

No parts will be accepted for return for any reason unless:

- A. Claim is made within 30 days after receipt of parts.
- B. When authorized permission to return the parts is obtained from PPS and a return merchandise number is assigned by PPS.
- C. Parts are returned properly packaged and within 45 days from original ship date.

Determination of replacement or credit will occur after the returned parts are reviewed by PPS and results are discussed with the customer.

CUSTOMER'S PROPERTY

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

CUSTOMER SUPPLIED DRAWINGS/ART FILES

Customer supplied artwork shall be provided in vector format or with Font files as attachments. Foreign language files must be provided as vectored artwork. Contact your PPS representative for recommended file formats. Electronic files can be sent to PPS via email or our FTP system. Your PPS representative can provide you with a password protected link.

DIES, TOOLS, AND ARTWORK

PPS will exercise due diligence while using and maintaining customer's dies, tools, and artwork. If for a period of three consecutive years, no Orders are received using specific die, tool or artwork, they will be considered obsolete and scrapped at our option.

INDEMNIFICATION

The customer shall indemnify and hold PPS harmless from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against PPS on grounds alleging that the said printing violates any copyright, trademark or any proprietary right of any person.

FREIGHT, RISK OR LOSS

Title of merchandise passes to the buyer when it is delivered to the transportation company. Parts damaged in shipment cannot be returned and all claims for such damage should be directed immediately to the transportation company.

ART PROOFS

Proofs shall be submitted electronically for approval with a customer signature page. Corrections can be made via e-mail notes or a revised customer print. PPS regrets any errors that may occur through production undetected, but cannot be held responsible for errors if the work is printed per customer approval. Lead times begin upon receipt of customer signed approval.

LIABILITY

PPS 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).