

Label Impressions, Inc. Terms & conditions

Acceptance of Terms:

Label Impressions, Inc (Seller) provides its Service to you (Buyer), subject to the following terms and conditions of service which may be updated by us from time to time without notice to you. By accessing any page on this site, you agree to be bound by these terms and conditions. In addition, when participating in certain promotions or other service offerings, you may be subject to additional posted rules that are specific to such services which may be posted on our site. All such rules are hereby incorporated by reference.

Cancellation or Modification:

Orders may only be cancelled in writing under terms accepted by the Seller. Cancelled orders require compensation for incurred costs and related obligations. **ORDERS MAY ONLY BE MODIFIED IN WRITING AND SUBJECT TO ANY INCURRED COST OR LIMITS ON PRODUCTION RUNS OR PRODUCT ALREADY MADE/ASSEMBLED/CONSTRUCTED/PRINTED**

File Submission:

It is your responsibility to maintain a copy of the original file. Label Impressions, Inc. is not responsible for accidental damage to media supplied by you or for the accuracy of furnished input or final output. Until digital input can be evaluated by Label Impressions, Inc., no claims or promises are made about Label Impressions, Inc.'s 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.

Artwork and Tooling:

Printing plates and tooling will be invoiced upon delivery of first order unless otherwise agreed upon by Seller. Artwork, plates, dies and other tooling remain the property of the Seller. Only original, unmodified artwork may be returned to Buyer at Buyer's request.

Quotations:

Quotations are valid for 30 days unless otherwise specified on the original estimate. Quotations are based on the accuracy of the specifications given by Buyer. Label Impressions, Inc. may requote a job at time of submission if artwork, samples or other input materials do not conform to the information on which the original quotation was based. Seller reserves the right to accept or reject a signed quotation or purchase order. Accepted purchase orders shall be governed by these Terms and Conditions. No additional terms within accepted purchase order shall be part of the parties' agreement. **ANY TERMS IN CONFLICT WITH THESE TERMS AND CONDITIONS SHALL BE DECIDED IN FAVOR OF THESE TERMS AND CONDITIONS.**

Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is expected. When variations of this kind occur, it will be considered acceptable performance.

There will be no liability or penalty for delays due to Force Majeure, state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the Label Impressions, Inc.. In such cases, schedules will be extended by an amount of time equal to delay incurred or cancelled at option of Seller. Claims for defects, damages, or shortages must be made by you in writing no later than 30 calendar days after delivery. If no such claim is made, Label Impressions, Inc. and you will understand that the job has been accepted. By accepting the job, you acknowledge that Label Impressions, Inc.'s performance has fully satisfied all terms, conditions, and specifications.

Delivery:

Buyer is responsible for selecting the method of delivery. If delivery method is not specified by the Buyer by the time an order is ready to ship Seller will select a shipping method – FREIGHT PREPAID – FOB OUR DOCK. Responsibility for payment/reimbursement of shipping belongs to the Buyer. Seller shall allow a minimum of seven business day to arrange shipping. Should Seller fail to meet Buyer’s shipping deadline the order may not be cancelled and damages may not be charged to Seller. In the event of a delay in shipping Seller will store products at Buyer’s risk and expense.

Seller shall deliver products to delivery point specified on Buyer’s PO unless otherwise stated on Buyer’s purchase order. The delivery point shall be F.O.B. Orange, CA unless otherwise specified on the quotation. For sales outside the United States of America delivery shall be “Ex Works” Orange, CA. All risk of loss shall pass to Buyer upon delivery to the delivery point.

Buyer agrees to inspect product upon delivery to delivery point. Notice of any claims for shortages or errors must be made within thirty days of delivery. Failure to give notice within thirty days of delivery shall constitute full and complete acceptance of product and waiver of all such claims. No products may be returned to buyer without a Return Material Authorization from the Seller.

Payment:

Unless otherwise agreed upon by Seller and specified within Seller’s quotation terms are 1%, 10 net 30 on 100% of order amount (plates, dies, tooling, all setup costs, artwork charges, product costs and freight). All taxes, duties, fees, freight, insurance costs or other necessary charges in connection with the transaction between Buyer and Seller are the responsibility of the Buyer. Buyer agrees to reimburse Seller for all costs incurred by Seller in collecting any sums due including but not limited to attorneys fees. Buyer agrees to pay a late payment fee equal to 1.5% pr (PER) month on all past due amounts.

Storage:

Seller will store products at buyer’s risk and expense. After 30 days storage fees will be assessed to Buyer at the rate of 5% per month. Handling fees on shipment releases below \$500 value will be charged a \$20 handling fee. Seller cannot guarantee the integrity of product held beyond six months and makes no guarantee or warranty of performance beyond that time. Any product remaining in Seller’s warehouse beyond nine months will be destroyed and Buyer will be invoiced for said product along with a \$15 per carton disposal fee.

Copyright/Trademark Infringement:

You warrant that the subject matter to be printed is not copyrighted/trademarked by a third party. You also recognize that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. You further warrant that no copyright/trademark notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, you agree to indemnify and hold Label Impressions, Inc. harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright/trademark infringement involving the work produced or provided.

You also warrant 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. You will, at your sole expense, promptly and thoroughly defend Label Impressions, Inc. in all legal actions on these grounds as long as Label Impressions, Inc. promptly notifies you of the legal action and gives you reasonable time to undertake and conduct a defense. Label Impressions, Inc. reserves the right to use its discretion in refusing to print anything that it deems illegal, libelous, scandalous, improper, or infringing upon copyright law.

Disclaimer of Warranties:

Seller warrants that its products will be free of material defects in workmanship and materials under normal use and service for a period of six months from date of Seller’s delivery of products to the delivery point (“Warranty Period”).

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THERE IS NO WARRANTY IN CASES OF DAMAGE IN TRANSIT, IMPROPER STORAGE, NEGLIGENCE, ABUSE, MISUSE, ACCIDENTS, ALTERED PRODUCTS OR FAILURE TO FOLLOW SELLER’S INSTRUCTIONS. SELLER’S SOLE AND EXCLUSIVE OBLIGATION (AND BUYER’S SOLE AND EXCLUSIVE REMEDY) UNDER THIS WARRANTY SHALL BE, UPON PROMPT WRITTEN NOTICE RECEIVED BY SELLER DURING THE WARRANTY PERIOD OF ANY BREACH, TO EITHER, AT SELLER’S OPTION, REPAIR, CORRECT OR REPLACE WITHOUT CHARGE, F.O.B. SELLER’S FACILITY, ANY DEFECTIVE PRODUCT EXPRESSLY WARRANTED HERIN BY SELLER AGAINST DEFECTS AND FOUND BY SELLER IN IT’S SOLE DISCRETION TO BE DEFECTIVE AND COVERED BY THIS WARRANTY, OR CREDIT BUYER FOR THE PURCHASE PRICE PAID FOR SUCH PRODUCT. SELLER SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR

LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S ACTS OR OMISSIONS OR OTHERWISE. THIS WARRANTY COVERS ONLY REPLACEMENT, CORRECTION OR REPAIR OF DEFECTIVE PRODUCTS AT SELLER'S FACILITY AND DOES NOT INCLUDE THE COST OF INSPECTION, REMOVAL, DELIVERY OR FIELD SERVICE TRAVEL AND EXPENSES. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY LABEL IMPRESSIONS, INC., ITS EMPLOYEES OR REPRESENTATIVES WILL CREATE A WARRANTY AND YOU SHALL NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY IS THE ONLY WARRANTY PROVIDED AND IS LIMITS SELLERS LIABILITIES TO THOSE CONTAINED HEREIN. THIS SUPERCEDES ALL WRITTEN, ORAL OR IMPLIED WARRANTIES FOR QUALITY, USE, DEFECTS, SUITABILITY, WORKMANSHIP OR DELIVERY.

Limited Liability:

Prior to using products Buyer or user shall determine the suitability of the product for the intended use and assume all risk and liability whatsoever in connection therewith. In no event shall seller be liable for incidental, indirect, compensatory, punitive, consequential, special or other damages including, but not limited to, loss of profits. Sellers aggregate liability with respect to a defective product and these terms and conditions and /or any quotation, acknowledgement or invoice issued from seller to buyer shall be limited to the monies paid by buyer to seller for the defective product. The remedy described above is the Buyer's exclusive remedy and is in lieu of any other remedy otherwise available at law or by contract.

UNDER NO CIRCUMSTANCES SHALL LABEL IMPRESSIONS, INC. OR ANY OF ITS AFFILIATES OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS, OR PARTNERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM (I) YOUR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR (II) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE OR (V) ANY OTHER MATTER RELATING TO SERVICE.

Indemnity:

You agree to indemnify and hold Label Impressions, Inc., and its subsidiaries, affiliates, officers, agents, co-branders, vendors, partners, employees or assigns harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of Content you submit, post, or transmit through the Service, your use of the Service, your violation of the terms and conditions of the Service, or your violation of the rights of a third party.

Governing Law:

Label Impressions, Inc. is based in Orange, CA. Issues related to the protection, infringement, or misuse of copyrighted/TRADEMARKED materials shall be governed by the copyright/TRADEMARK laws of the United States of America. All other matters shall be governed by the state laws of California. You agree to submit to the jurisdiction of Orange, CA courts and agree that venue in these courts is proper in any such legal action or proceeding.

1. **LIMITATIONS OF REMEDIES:** No claim of any kind shall be greater in amount than the purchase price of the merchandise in respect of which such damages are claimed, and failure to give notice of claim within 366 days from the date of delivery or 90 days after date fixed for delivery (in the event of nondelivery), shall constitute a waiver by Buyer of all claims in respect of such merchandise. The remedy hereby provided shall be the exclusive and sole remedy of Buyer and any right to consequential and incidental damages is excluded.

ATTORNEY'S FEES: If any legal action arises under this agreement or by reason of any asserted breach of it, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees incurred in enforcing or attempting to enforce any of the terms, covenants or conditions, including costs incurred prior to commencement of legal action, and all cost expense, including reasonable attorney fees, incurred in any appeal from an action brought to enforce any of the terms, covenants, or conditions.

APPLICABLE LAW: this agreement is executed, delivered, and is intended to be performed in the State of California, and shall be construed and enforced in accordance with the laws of the State of California. (DUPLICATIVE)

COMPLETE AGREEMENT: The Terms and Conditions contained herein will be the complete and exclusive statement of the terms of the agreement between the parties. No addition to, or modification of any of the Terms and Conditions will be effective unless made in writing and signed by the President of **Label Impressions, Inc.**