



## Terms and Conditions

Please read these Terms and Conditions carefully as they cover access and use of this website. By accessing or using any page of this website or our Advantage Easy Ordering System, you agree to be bound by these terms and conditions.

### **Accuracy of Specifications:**

Quotations are based on customer provided specifications. Advantage Business Solutions reserves the right to requote a project at time of submission if production specifications, artwork, or any other aspect of project does not conform to the information the original quotation was based upon.

### **Revisions / Corrections:**

Customer revisions/corrections include all work performed by Advantage Business Solutions to customer supplied artwork. Revisions and corrections will be billed at \$60.00 per hour for type changes, with a minimum \$30.00 charge. Customers may make revisions/corrections and submit new art files. Until final proof approval is received, no additional work will be performed by Advantage Business Solutions. Advantage Business Solutions is not responsible for errors on customer provided artwork, which includes, but is not limited to, incorrect copy, low resolution images, low quality images, typographical errors, incorrect sizing, etc...

### **Order Cancellations / On Hold Requests:**

Upon order cancellation, customer will be charged for all work performed and materials purchased to date. If customers request that job be put on hold or does not respond with approval of job within 30 days, customer will be billed for work done up to that point of production.

### **Claims:**

Claims for defects, damages, or shortages must be made by the customer via email within 48 hours of receipt of product. If no such claim is submitted during this time, Advantage Business Solutions and the customer agree that the product has been accepted. By accepting the product, the customer acknowledges that Advantage Business Solution's performance has satisfied all conditions, terms and specifications completely.

Advantage Business Solution's liability is limited to the quoted selling price of defective products, without additional charge for special or consequential damage. Advantage Business Solutions reserves the right to have the original product returned in its entirety at our expense, before reprinting or refunding the order. We are not responsible for claims and/or damages incurred by the customer due to receiving defective or incomplete product, or for receipt of product later than the estimated delivery date. Orders lost or damaged by FedEx or UPS will be reprinted.

**Color Proofing:**

Advantage Business Solutions will email a PDF proof at no charge. A reasonable variation in color between monitor color proofs and the printed product is to be expected. When variation of this kind occurs, it will be considered acceptable performance.

**Client-Furnished Materials:**

Artwork, digital files uploaded to our website, or other materials furnished by the customer must be usable by the supplier without alteration or repair. Items not meeting this requirement may be corrected by the customer and resubmitted. At customer's request, Advantage Business Solutions will make corrections if possible and bill the customer accordingly. By submitting materials to our website, the customer is granting Advantage Business Solutions permission to access and store the digital files for use in production of your order. The customer acknowledges that Advantage Business Solutions has no liability or responsibility for the deletion, loss or failure to store any content transmitted to our website. The customer agrees to grant Advantage Business Solutions permission to display samples of the finished product on our website or in our sample packets unless a written request specifically not to do so is submitted at the time of order placement.

**Client's Property:**

Advantage Business Solutions will maintain fire and extended coverage on property belonging to the customer while the property is in Advantage Business Solution's possession. Advantage Business Solution's liability for said property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to Advantage Business Solutions.

**Delivery / Shipping:**

The price quoted is for a single shipment, without storage, F.O.B. Shipping Point. Quotes are based on uninterrupted and continuous delivery of the complete order. Charges for delivery of materials and supplies from the customer to Advantage Business Solutions, or from the customer's representative to Advantage Business Solutions are not included in quotations. Standard shipping method is UPS ground. If the customer requests a different mode of shipment, Advantage Business Solutions will ship and charge accordingly at current rates. Shipments to more than one address will be billed additional shipping and handling charges for each location. Shipments are sent "signature required". If the customer chooses "no signature required" for product shipment, the customer voids all rights for claims to damaged or missing product.

**Electronic Manuscript or Image:**

Customer is responsible for maintaining a copy of the original file. Advantage Business Solutions is not responsible for accidental damage to media supplied by the customer. No claims or promises are made in regards to Advantage Business Solution's ability to work with supplied media until said media can be evaluated by Advantage Business Solutions. No liability is assumed by Advantage Business Solutions for problems that may arise.

**Indemnification:**

The customer agrees to indemnify and hold Advantage Business Solutions harmless from any suit, demand, or claim made against Advantage Business Solutions by reason of breach of warranty. Customer agrees to pay any judgment or reasonable settlement offer resulting from any such suit, demand or claim, and to pay any attorney's fees incurred by Advantage Business Solutions in defending such suit, demand or claim.

**Copyrights:**

To ensure compliance with federal copyright laws, Advantage Business Solutions will not manipulate or reproduce copyright or trademark-protected materials belonging to a third party. By using this website, the customer warrants that the subject matter to be printed is not copyrighted by a third party and further warrants that the customer has full rights to use the copy, design & images supplied to Advantage Business Solutions. The customer also recognizes that subject matter does not have to bear a copyright notice in order to be protected by copyright law; therefore, absence of such notice does not assure a right to reproduce. The customer warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. The customer agrees to indemnify and hold Advantage Business Solutions and our affiliates, agents, business partners, employees, officers and subsidiaries harmless for all attorney fees, claims, damages, and liability that may be incurred in any legal action made by a third party connected with copyright infringement involving the work produced or materials provided.

Personal or economic rights: The customer warrants 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. The customer will, at the customer's sole expense, promptly and thoroughly defend Advantage Business Solutions in all legal actions on these grounds as long as Advantage Business Solutions promptly notifies the customer of the legal action. Advantage Business Solutions reserves the right to use sole discretion in refusing to print anything deemed by the owner(s) to be illegal, inappropriate, indecent, libelous, scandalous, or an infringement upon copyright law.

**Liability:**

Disclaimer of Express Warranties: Advantage Business Solutions warrants that the work is as described in the purchase order. The customer understands that all preparatory work shown to the customer is intended to illustrate the general type and quality of the work, and is not intended to represent the actual work performed.

Disclaimer of Implied Warranties: Advantage Business Solutions warrants only that the work will conform to the description contained in the purchase order. Advantage Business Solution's liability, whether by negligence, contract, or otherwise, will not exceed the amount specified in the contract. Under no circumstances will Advantage Business Solutions be liable for specific, individual, or consequential damages.

**Order:**

Acceptance of order shall not be effective until acceptance by Advantage Business Solutions. Acceptance by Advantage Business Solutions will be confirmed by notification to the customer. Canceled orders require compensation for any costs incurred in production up to the time of cancellation, including supply purchases made to fulfill order placed by customer.

**Outside Purchases:**

All outside purchases as requested or authorized by the customer are chargeable.

**Over-runs or Under-runs:**

Over-runs or under-runs will not exceed the Industry Standard of 10%. Advantage Business Solutions will bill for actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quote request.

**Preparatory Materials:**

Artwork, disks, negatives, plates, positives, tapes, type and all other items supplied by Advantage Business Solutions are the exclusive property of Advantage Business Solutions.

**Privacy Policy:**

Information submitted on our website to process orders, request quotes or make inquiries is solely viewed by Advantage Business Solutions employees. This information is used to contact the customer when necessary. No information collected is shared with any other company or website.

**Production Schedules:**

Production schedules will be established and followed by both Advantage Business Solutions and the customer. There will be no liability or penalty for delays due to accidents, action of government or civil authority, acts of God, civil disorder, fire, riot, state of war, strikes, or other causes beyond the control of Advantage Business Solutions. In such cases, schedules will be extended by an amount of time equal to delay incurred.

**Proprietary Rights:**

The Software used and all pages on our website are the sole property of Advantage Business Solutions. The Advantage Business Solution's logos are copyrighted and owned by Advantage Business Solutions. All other logos, service marks and trademarks used on our website are the sole property of their respective owners. Content on our website may be downloaded, without alteration, for private, non-commercial use only. The content may be hosted or included on your website if a link to the Advantage Business Solutions website is included. By downloading or republishing copyrighted material, you acknowledge that you do not acquire any ownership rights.

**Quotation:**

All quotes are subject to review after 30 days.

**Storage:**

Advantage Business Solutions will store all customer provided production materials until the finished product has been accepted by the customer. At the request of the customer, provided production materials will be returned at the customer's expense.

**Submissions:**

The customer agrees to not use the Advantage Business Solutions website to post, send, upload or transmit any content that violates federal or state laws. Advantage Business Solutions does not control content submitted or posted by customers and does not guarantee the accuracy, integrity or quality of customer submitted content. All comments, suggestions, proposals or other feedback submitted shall be provided by the submitter and received by Advantage Business Solutions on a non-confidential basis. All comments, suggestions, proposals and feedback submitted to the Advantage Business Solutions website become the exclusive property of Advantage Business Solutions. By submitting comments, suggestions, proposals and feedback to the Advantage Business Solutions website, it is agreed that the submitter is assigning and transferring at no charge, all the rights, titles and interest in the information, including all copyrights and intellectual property rights. The submitter acknowledges that Advantage Business Solutions is free to use such information on an unrestricted basis.

**Taxes:**

All taxes are the responsibility of the customer. Tax exemption will be applied, if the customer's Tax Exemption Certificate is supplied at the time of order placement. If, after the client has paid the invoice, it is determined that more tax is due, then the client must promptly remit the required taxes to the taxing authority, or immediately reimburse the supplier for any additional taxes paid.

**Terms:**

Acceptable payment is online using MasterCard, Visa, or American Express credit cards. Full payment including shipping must be received at time of order placement. The customer's credit card will actually be billed upon shipment of the finished product. Credit card information is submitted and retrieved with a secure connection.

**Third Parties:**

The customer acknowledges that use of any third party website linked from Advantage Business Solution's website is governed by the terms and conditions set forth by the third party.

All other Industry Trade Customs will apply. The customs will be made available to the customer upon request. In the event that any legal action is initiated, the venue shall be Davidson County, State of Tennessee.