



– WARRANTY –

Kay Toledo Tag, Inc. manufactures its products under careful quality control and in accordance with its standard specifications. Such products are warranted to be free from defect in materials and workmanship. Any product shown, to the satisfaction of Kay Toledo Tag, Inc., to be defective at time of delivery will, at the option of Kay Toledo Tag, Inc. be replaced without charge or a credit issued to the purchaser for the purchased price of such goods. Kay Toledo Tag, Inc., however will not be responsible for claims of any kind beyond replacement of the product sold and in no event will the liability of Kay Toledo Tag, Inc., hereunder for breach of contract, negligence or otherwise, exceed in amount the purchase price of the product with respect to which damages are claimed. Kay Toledo Tag, Inc. warranty set forth above is in lieu of all other warranties, express or implied, oral or written, including any warranty of merchantability or fitness for a particular purpose.

– IMPORTANT NOTICE –

All information, recommendations for use, product designations and descriptive material about Kay Toledo Tag, Inc. products are believed to be reliable, but the furnishing of such information, recommendations for use, product designations and descriptive material is for informational purposes only and does not constitute a warranty of any kind by Kay Toledo Tag, Inc. Because of the variety of possible applications of Kay Toledo Tag, Inc. products and the continuing development of new applications, all Kay Toledo Tag, Inc. products are sold with the understanding that each purchaser will independently determine the suitability of any products for the purchaser's particular intended application.

– PRINTING TRADE CUSTOMS –

Kay Toledo Tag, Inc. operates in accordance with the following standard printing trade customs. Trade Customs have been in general use in the Printing Industry throughout the United States of America for more than 75 years. Formally promulgated, Annual Convention, United Typothetae of America, 1922. Revised and updated and promulgated, Annual Convention, Printing Industries of America, Inc., 1945, 1974 & 1994, and provide generally as follows:

- 1. QUOTATION** A quotation not accepted within sixty (60) days is subject to review.
- 2. ORDERS** Orders regularly entered, verbal or written, cannot be cancelled except upon terms that will compensate Kay Toledo Tag, Inc. against loss.
- 3. EXPERIMENTAL WORK** Experimental or preliminary work performed at customer's request, such as sketches, drawing, composition, plates, presswork and materials will be charged for at current rates, and may not be used without written consent of Kay Toledo Tag, Inc.
- 4. CREATIVE WORK** Sketches, copy, dummies and all creative work developed or furnished by Kay Toledo Tag, Inc., shall remain their exclusive property and no use of same shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by Kay Toledo Tag, Inc.
- 5. ACCURACY OF SPECIFICATIONS** Quotations are based on the accuracy of the specifications provided. Kay Toledo Tag, Inc. can re-quote a job at time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.
- 6. CONDITION OF COPY** Upon receipt of original copy or manuscript, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.
- 7. PREPARATORY MATERIALS** Art work, type, plates, negatives, positives and other items when supplied by Kay Toledo Tag, Inc. shall remain their exclusive property unless otherwise agreed in writing.
- 8. ELECTRONIC MANUSCRIPT OR IMAGE** It is the customer's responsibility to maintain a copy of the original file. Kay Toledo Tag, Inc. is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by Kay Toledo Tag, Inc., no claims or promises are made about Kay Toledo Tag, 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.
- 9. ALTERATIONS/CORRECTIONS** Customer alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates.
- 10. PREPRESS PROOFS** Prepress proofs shall be submitted with original copy for the customer's review and approval. Corrections are to be made on the "master set", returned marked "O.K.", "O.K. with corrections" or Revised proof required" and signed by the customer. If revised proofs are desired, request must be made when proofs are returned. Kay Toledo Tag, Inc. regrets any errors that may occur through production undetected, but cannot be held responsible for errors if the work is printed per customer's O.K. or if changes are communicated verbally. Kay Toledo Tag, Inc. shall not be responsible for errors if customer has not ordered or has refused to accept proofs or has failed to return proofs with indication of changes or has instructed Kay Toledo Tag, Inc. to proceed without submission of proofs.
- 11. PRESS PROOFS** Unless specifically provided in Kay Toledo Tag, Inc.'s quotation, press proofs will be charged for at current rates. An inspection sheet of any form can be submitted for customer approval, at no charge, provided customer is available at the press during the time of makeready. Any changes, corrections or lost press time due to customer's change of mind or delay will be charged for at current rates.
- 12. COLOR PROOFING** 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 shall constitute acceptable delivery. Special inks and proofing stocks will be forwarded to customer upon request, at current rates.
- 13. OVER RUNS OR UNDER RUNS** Over runs or under runs not to exceed 10% on quantities ordered up to 10,000 copies and/or the percentage agreed upon over or under quantities ordered above 10,000 copies shall constitute acceptable delivery. Kay Toledo Tag, Inc. will bill for actual quantity delivered within this tolerance. If customer requires guaranteed "no less than" delivery, percentage tolerance of overage must be doubled and be stated at the time of quotation.
- 14. CUSTOMER'S PROPERTY** Storage of all customer's property (including paper, film, ink, cartons, pallets and skids, but not limited to these items) on Kay Toledo Tag, Inc.'s premises, at no storage charge to customer, is done solely as a convenience to customer, and customer agrees to remove his property from Kay Toledo Tag, Inc.'s premises at customer's expense at any time upon 30 days written notice. In consideration of this, and knowing that Kay Toledo Tag, Inc. does not carry insurance on any of the customer's goods, the customer agrees that Kay Toledo Tag, Inc. shall have no responsibility for any loss or damage to any of such customer's goods, nor the value thereof, whether or not printed, except for gross negligence and then only up to the extent of the fair market value of such customer's goods or intrinsic value (whichever is lowest), determined as of the date the same were placed in storage with Kay Toledo Tag, Inc., and without any consequential damages.
- 15. DELIVERY** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Kay Toledo Tag, Inc.'s platform. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from customer to Kay Toledo Tag, Inc., or from customer's supplier to Kay Toledo Tag, Inc. are not included in any quotations unless specified. Special priority pickup or delivery service will be provided at current rates upon customer's request. Materials delivered from customer or customer's suppliers are verified with delivery ticket as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and Kay Toledo Tag, Inc. cannot accept liability for shortage based on supplier's tickets. Title for finished works shall pass to the customer upon delivery, to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first.
- 16. PRODUCTION SCHEDULES** Production schedules will be established and adhered to by customer and Kay Toledo Tag, Inc. provided that neither shall incur any liability or penalty for delays to state of war, riot, civil disorder, fire, strikes, accidents, action of Government or civil authority and acts of God or other causes beyond the control of customer or Kay Toledo Tag, Inc.. In the event that production schedules are not adhered to by the customer, delivery dates will be subject to negotiation and/or schedules will be extended by any amount of time equal to the delay incurred.
- 17. CUSTOMER FURNISHED MATERIALS** Paper stock, camera copy, film, color separations and other customer furnished materials shall be manufactured, packed and delivered to Kay Toledo Tag, Inc.'s specifications. Furnished materials by customer or their suppliers are verified by delivery tickets. Kay Toledo Tag, Inc. bears no responsibility for discrepancies between delivery tickets and actual counts. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the customer. Artwork, film, color separations, special dies, tapes, disks or other materials furnished by the customer must be usable by Kay Toledo Tag, Inc. without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by Kay Toledo Tag, Inc., if possible, at Kay Toledo Tag, Inc.'s prevailing rates.

18. OUTSIDE PURCHASES Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

19. TERMS/CLAIMS/LIENS Established credit approved accounts, net 30 days. All others 1/2 with order, 1/2 balance on delivery. All customer claims must be made in writing with ten (10) days of receipt of goods. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications. Kay Toledo Tag, Inc.'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, Kay Toledo Tag, Inc. shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in Kay Toledo Tag, Inc.'s possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptances or guarantee of payment shall not affect such security interest and lien. If payment is not made, the customer is liable for all collection costs incurred, including any fees incurred by Kay Toledo Tag, Inc. for legal fees.

20. JURISDICTION The parties agree that all disputes that may arise under this agreement shall be governed by the laws of the State of Ohio. The parties further agree that the Court of Common Pleas of Lucas County, Toledo, OH shall be the sole and exclusive jurisdiction and venue in which any dispute arising under this agreement shall be determined.

21. LIABILITY - A. Disclaimer of Express Warranties: Kay Toledo Tag, Inc. warrants the work is as described in the contract. The customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed. **B. Disclaimer of Implied Warranties:** Kay Toledo Tag, Inc. warrants only that the work will conform to the description contained in the contract. Kay Toledo Tag, Inc.'s maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will Kay Toledo Tag, Inc. be liable for specific, individual, or consequential damages. **EXCLUSION OF WARRANTIES.** If the product or goods fail to function due to a defect in the materials or workmanship, Kay Toledo Tag, Inc. will remedy the defect without charge to the Buyer. The foregoing limited warranty does not cover failure to function caused by damage to the goods or product while in your possession, improper use, unreasonable use or abuse of the product, tampering, failure to provide or use the product or goods as intended. Kay Toledo Tag, Inc. agrees that its limited warranties are limited to re-print or reprinting of the job or product. Any limited warranty shall only be effective where Buyer expressly notifies Kay Toledo Tag, Inc. of any defects claimed in a reasonably prompt timely manner. Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. In the event of any breach of the warranty, the Buyer's remedy for breach of warranty is the sole and exclusive remedy of the Buyer as set forth herein. **IN NO EVENT SHALL KAY TOLEDO TAG, INC. BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE PRODUCT, AND IN NO EVENT SHALL KAY TOLEDO TAG, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHICH DAMAGES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. EXCEPT FOR THE FOREGOING AND LIMITED WARRANTIES DESCRIBED HEREIN, KAY TOLEDO TAG, INC. MAKES NO EXPRESS WARRANTY WITH RESPECT TO ANY PRODUCT SOLD UNDER THIS ORDER AGREEMENT AND SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO EXPRESS OR IMPLIED WARRANTIES IN SELLING THE PRODUCTS DESCRIBED HEREIN.**

22. INDEMNIFICATION The customer agrees to protect Kay Toledo Tag, Inc. from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer shall indemnify and hold harmless Kay Toledo Tag, Inc. from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings. The customer agrees to, at the customer's own expense, promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against Kay Toledo Tag, Inc., provided that Kay Toledo Tag, Inc. shall promptly notify the customer with respect thereto, and provided further that Kay Toledo Tag, Inc. shall give to the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof. This will apply regardless of the responsibility of negligence. **A. Copyrights.** The customer also warrants that the subject matter to be reprinted is not copyrighted by a third party. The customer also recognizes 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. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold Kay Toledo Tag, Inc. harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided. **B. Personal or Economic Rights.** The customer also 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 Kay Toledo Tag, Inc. in all legal actions on these grounds as long as Kay Toledo Tag, Inc.:

1. promptly notifies the customer of the legal action 2. gives the customer reasonable time to undertake and conduct a defense. Kay Toledo Tag, Inc. reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

23. STORAGE Kay Toledo Tag, Inc. will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at additional charge. Kay Toledo Tag, Inc. is not liable for any loss or damage to stored material beyond what is recoverable by the Kay Toledo Tag, Inc.'s fire and extended insurance coverage.

24. TAXES All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority, or immediately reimburse Kay Toledo Tag, Inc. for any additional taxes paid.

25. TELECOMMUNICATIONS Unless otherwise agreed, the customer will pay for all transmission charges. Kay Toledo Tag, Inc. is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.