

“A” Plus Services Terms and conditions



1. QUOTES

Quotes are valid for 30 days from date of issuance and are based on the accuracy of the specifications provided by the client.

2. PAYMENT TERMS

Standard payment terms are 50% deposit with the order and balance in escrow account due prior to shipping for orders of, or exceeding a cumulative amount of one hundred thousand (100,000) units. All other orders will require full payment at the time of placing the order. Terms can be changed without prior notice and during the process of an order if the conditions upon which terms were extended have changed. Interest on overdue accounts will be charged at the rate of 1.5% per month. If payment is not made, the customer is liable for all collection costs incurred.

3. CANCELLATIONS

By signing the order, the customer authorizes “A” Plus Services to purchase materials and start the work. 15% of the order but no less than \$500 will be charged in case of cancellation, in addition to purchases, press time booked and work already carried out.

4. PROJECT DEVELOPMENT OWNERSHIP

Sketches, copies, designs and all other creative work and material developed and furnished by “A” Plus Services are “A” Plus Services’ exclusive property. “A” Plus Services must give written approval for all use of this work and for any derivation of idea from it.

5. ARTWORK

Customer should provide all artwork elements timely and in accordance with “A” Plus Services’ latest technical specifications, which are available on request. “A” Plus Services is not responsible for accidental damage or loss to media supplied by the customer. Customer should keep originals and/or have copies of all materials. Additional fees at prevailing rates will be charged for conversion, translation, editing or programming performed on customer-supplied files as well as for customer design error, change of mind or multiple alterations generating more graphic work than originally quoted.

6. PROOFS

“A” Plus Services, Inc. will submit to the customer a proof of the job to be produced. Client shall determine conformity of text and design to be printed and return signed copy with any corrections noted thereon within forty-eight (48) hours. Proofs will be submitted unless otherwise requested in digital Acrobat PDF format. “A” Plus Services is not responsible for any errors, omissions or extra cost relating to or arising from faults in electronic transmission (telephone, facsimile, email). Because of difference in equipment, screen calibration, materials, ink and other conditions between color proofing and production pressroom operations, a variation in color between color proofs and the completed job is to be expected. When variations of this kind occur, it will be considered acceptable performance. For more accuracy the customer should require at additional cost a match-print or equivalent and/or PMS Color printing. The customer understands that all sketches, copies, tests, and mocks-ups shown to the customer are intended only to illustrate the general type and quality of the work and not to represent the actual work performed. It is the customer’s responsibility to check in detail all the aspects of the proofs submitted and return them signed with the mark “Approved” or “Not Approved”. Any revision or cancellation of a proof should be made in writing and customer should seek an acknowledgement from “A” Plus Services to avoid mistakes. “A” Plus Services assumes no responsibility for errors if the work is done in accordance with an approved proof. Customer is responsible for any undetected error on a proof, even when resulting from an alteration or omission done by “A” Plus Services.

7. PRESS PROOFS & COLOR PROOFING

When possible a press sheet can be submitted for the customer’s approval if he is present at the press during make-ready. Any press time lost or alterations/corrections made because of the customer’s delay or change of mind will be charged.

8. OVERRUNS OR UNDERRUNS

Overruns or under-runs will not exceed 10 % of the quantity ordered. “A” Plus Services 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 quotation.

9. CUSTOMER'S PROPERTY

"A" Plus Services will only maintain fire and extended coverage on property belonging to the customer while the property is in "A" Plus Services' possession. "A" Plus Services' liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested and at customer's expense.

10. SHIPPING & DELIVERY

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. factory. "A" Plus Services will charge for any change in the original shipping specifications and for storage when the delivery is held at customer's request or because of delay in payments. Responsibility for product passes to the customer upon pick-up from the factory. "A" Plus Services is not responsible for any damage occurring during and after transportation, which could be covered by insurance at customer's request and expense. All products remain "A" Plus Services' property until full payment is received. "A" Plus Services can place a lien or claim back products that have not been paid in full without releasing the customer from its obligations even if such products have been delivered to a third party." A" Plus Services will bill customer for shipping including mark-up and handling fees. Shipping is an integral part of the order and should be paid according to the agreed terms. "A" Plus Services will have no responsibility of payment to carriers when products are shipped under customer's account. Customer should inspect deliveries for any damaged, poor quality or missing product and should report it immediately to "A" Plus Services to preserve any rightful claim with the transporter or manufacturer. Claims for defects, damages or shortages must be made by the customer in writing no later than five (5) calendar days after delivery. Otherwise the customer acknowledges that "A" Plus Services' performance has fully satisfied all terms, conditions, and specifications.

11. PRODUCTION SCHEDULES

Production schedules will be established and followed by both the customer and "A" Plus Services. The customer shall, within a maximum of ten (10) days following the order, furnish "A" Plus Services with all elements necessary to process and complete the order. In the event that the customer does not adhere to production schedules or does not meet the payment agreement, production and shipping dates will be subject to modification.

Schedules are expressed in business days and count from the next day after reception of the signed order,

deposit payment and Proof approval. Delivery or shipping should mean ready for pick-up on factory docks. There will be no liability or penalty for delays in

production or shipping due to causes beyond the control of "A" Plus Services.

12. CLAIMS, LIENS

As security for payment of any sum due under the terms of an agreement, "A" Plus Services has the right to hold and place a lien on all customer property in "A" Plus Services' possession.

13. LIABILITY

"A" Plus Services' maximum liability, whether by negligence, error, or otherwise, will not exceed the return of the amount invoiced for the defective portion of the work. "A" Plus Services should be provided the option to replace the product within a reasonable time. Under no circumstances will "A" Plus Services be liable for special, individual, or consequential losses or damages.

14. INDEMNIFICATION

The customer agrees to protect "A" Plus Services from economic loss and any other harmful consequences that could arise in connection with his work. This means that the customer will hold "A" Plus Services harmless and save, indemnify, and otherwise defend it, its officers, suppliers and affiliates against claims, demands, actions, and proceedings on any and all grounds. **Copyrights, Trademarks & Patents.** The customer also warrants that the subject matter to be produced is not copyrighted or patented 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 or patent 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 "A" Plus Services, its officers, suppliers and affiliates harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright or patent infringement involving the work produced or provided. 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. "A" Plus Services reserves the right to use his or her sole discretion in refusing to print.

15. TAXES AND DUTY

All amounts due for taxes, duties and assessments may be added to the 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 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 "A" Plus Services for any additional taxes paid.

16. ADVERTISING

Unless the customer specifically and previously objects in writing, "A" Plus Services may use any work developed or produced for advertisement purposes. In addition "A" Plus Services shall be allowed to print on the work in small fonts, Printed By "A" Plus Services, and a phone number in order to further market its services.

17. LAW AND VENUE

This contract shall be governed by, construed and enforced in accordance with the laws of the State of Texas. If any action, suit or proceeding is instituted as a result of any matter or issue affecting this contract, the parties hereby designate Travis County, Texas, as the proper jurisdiction.

18. SEVERABILITY

The invalidity or unenforceability of any particular provision of these terms shall not affect the other provisions hereof, and this contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

19. NON DISCLOSURE / NON COMPETE

"A" Plus Services may disclose in the course of the relation with the customer, proprietary information and identity suppliers. Such information should be kept confidential. Due to the significance and of the savings provided by "A" Plus Services, the Customer agrees that he will not directly pursue any business or professional ties with suppliers presented or used by "A" Plus Services, and will not directly or indirectly solicit the employment of any person who is an employee of "A" Plus Services or affiliate, unless previously submitted to, and approved in writing, by a "A" Plus Services officer, for at least 12 months after the business ties have ended.

I have reviewed the above and am in agreement with these sales terms.

Customer:

Company: _____

Signed By: _____

Print Name: _____

Title: _____

Date: _____

"A" Plus Services:

Telephant Pty Ltd

Signed By: _____

Print Name: _____

Title: _____

Date: _____