

Media Group Inc. General Policy Information

General

All commitments and agreements to sell or deliver are made with the understanding that no liability attaches to Media Group Inc (herein referred to as "the printer") for failure to fulfill these commitments and agreements due to strikes, accidents, war, inadequate supply of labor or any material government demands or priorities, transportation delays or other conditions beyond the control of the printer.

Credit

Customers without approved credit must prepay all orders (including 10% overage and estimated freight). A credit application will be sent to you upon request. All approved accounts will be assigned a credit limit. This means that the account is open until the credit limit is reached or exceeded. When the limit is exceeded, the account immediately goes on Credit Hold and the customer is notified. The account will remain on hold until the account balance is reduced below the limit. At that time, the account will return to credit terms. Should the customer default on payment, Media Group Inc reserves the right to pursue legal remedies against the customer's representative who personally guaranteed the credit line on the completed credit application.

Returned checks

All returned/NSF checks will result in a charge of \$35.00 being applied to your invoice or balance.

Overdue accounts

If your account becomes overdue, all orders will be placed on hold until payment in full is received. Overdue accounts are reviewed and credit privileges may be decreased or revoked from those customers who repeatedly extend their payment beyond the agreed upon terms. We reserve the right to grant or deny credit.

Approved credit terms

Net cash, payable within 30 days of date of invoice. All orders are subject to satisfactory credit investigation. After 30 days, our terms stipulate a service charge of 1 % of the unpaid balance per month commencing 30 days from date of invoice. If the printer must use legal services and/or means to collect, the customer will be responsible for any and all additional charges and collection fees over and above the original amount due to the printer. We accept Visa & MasterCard & American Express.

Production schedules

Production schedules will be established and adhered to by the customer and the printer, provided that neither shall incur any liability or penalty for delays due to state of war, riots, civil disorders, fires, labor troubles, strikes, accidents, energy failures, equipment breakdowns, delays of suppliers or carriers, actions of government or civil authority and Act of God or other causes beyond the control of the customer or the printer. Where production schedules are not adhered to by the customer, final delivery (dates) will be subject to change.

Cancellations

Customers will be billed for all work done and materials used up to the time of cancellation.

Returns/errors

We, the printer stand behind our products and will replace them if we are in error. Samples of the product in question must be submitted to the printer prior to any decision. The printer will not be responsible for consequential damages as result of our error. The printer's liability is specifically limited to the value of the product printed. The printer reserves the right to request the product be returned for inspection or correction, or to be destroyed.

Shipping

Unless otherwise stated for a particular product, all prices are quoted FOB factory. All shipments will be via the most efficient method depending upon size of order. Please supply street address. We will not ship to a P.O. Box.

Quotations

All quotations are valid for a period of (30) days, after which prices are subject to change. All prices are based on material costs at the time of quotation. The printer reserves the right to adjust telephone quotes if the item to be produced is different from the original description. All prices are quoted subject to the purchaser assuming all taxes and charges of any nature imposed by any local, state or federal governmental authority, which shall become payable by reason of the sale or delivery of Media Group Inc. Any literature from Media Group Inc with listed pricing is valid for 90 days from the date of publication shown. All prices are subject to change without notice.

Alterations

Alterations represent work performed in addition to the original specification. Such additional work shall be charged at current rates and be supported with documentation upon request.

Color proofing

Because of differences in equipment, processing, proofing substrates, papers, inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variable in color between color proofs and the completed job shall constitute acceptable delivery.

Over-runs and under-runs

Over-runs or under-runs not to exceed 10% on quantities ordered, or the percentage agreed upon shall constitute acceptable delivery. The printer will bill for the actual quantity delivered within this tolerance. If the customer requires guaranteed exact quantities, the percentage tolerance must be doubled.

Customer's property

The printer will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the customer while such property is in the printer's possession; the printer's liability for such property shall not exceed the amount recoverable from such insurance. Customer's property or extraordinary value shall be insured through mutual agreement.

Indemnification

The customer shall indemnify and hold harmless the printer from any and all losses, costs, expenses, and damages (including court costs and reasonable attorney fees) on account of any and all manner of claims, demands, actions, and proceedings that may be instituted against the printer on grounds alleging that the said printing violates any copyrights or any proprietary rights of any person, or that it contains any matter that is libelous or obscene or scandalous or invades any person's right to privacy or other personal rights, except to the extent that the printer contributed to the matter. The customer agrees, at the customer's own expense, to promptly defend and continue the defense of any such claim, demand, action, or proceeding that may be brought against the printer, provided that the printer shall promptly notify the customer with respect thereto, and provided further that the printer shall give the customer such reasonable time as the demands of the situation may permit in which to undertake and continue the defense thereof.

Cancellations

Customers will be billed for all work done and materials used up to the time of cancellation.