Proposal Special Notations

**Pricing Valid for 90 days from date of quotation.** All pricing is based upon the current costs of materials and straight-time labor rates relative to a mutually agreed upon schedule. If in the event paper prices were to change prior to order being placed and/or acceptance by both parties, these prices will be adjusted on a dollar for dollar basis to reflect such increase in the cost of paper only.

**All quotations must be signed and accepted by both parties to be valid.** All proposals, purchase orders, and/or jobs received by Atlanta Web Printers are governed by the enclosed PIA/PIAG Standard Terms and Conditions of our trade and are therefore binding upon both parties.

To insure that the final printed piece conforms to customer specifications, we maintain internal specifications for any supplied preprinted or manufactured job component. In order to ensure that the supplied items can be successfully incorporated with the printed piece we are producing, we must receive an exact sample, acceptable facsimile or written specifications 30 days prior to when the materials are produced by the outside vendor. Upon receipt, we will either accept as presented or provide alternative instructions in writing to ensure manufacturing compatibility.

Materials provided that do not adhere to this policy may be subject to rejection, inferior final product quality or additional handling costs.

**Payment terms:** Net 15 days from date of invoice with approved credit, otherwise 100% prepayment in certified bank funds are required before scheduling or beginning production.

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Initial Date

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This document is an integral part of all Custom Pricing Proposals. Please initial and return with the signed proposal.

*Thank you for this opportunity to serve you!*  

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**Our Vision is:**

- To be the first choice in the printed communications business. The first choice is the best choice, and *being the best* is what **AtlantaWeb pledges** to work hard at being - *every day!*

**Our Mission is:**

- to make our clients feel welcome, appreciated, and worthy of our best efforts in everything we do...each and every day.

- to be recognized as an exceptional leader in our industry and community.

- to conduct all our relationships with an emphasis on long term mutual success and satisfaction, rather than short term gain.

- to earn the trust and respect of all we work with as being a Company of honesty, integrity and responsibility.

- to provide an environment of positive attitude and action to accomplish our vision, by increasing positive feedback and recognition at all levels of the Company.

- to train and motivate our employees and to develop cooperation and communication at all levels.

- to use our resources, knowledge and experience to create win/win relationships for our clients, employees, suppliers, and shareholders in terms of growing compensation, service and value.

Please visit our website at [www.atlantawebprinters.com](http://www.atlantawebprinters.com) for more information, credit forms or to request a quote
The provider’s liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider’s possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

19. LIABILITY

1. Disclaimer of Express Warranties: Provider warrants that the work is as described in the purchase order. The customer understands that all sketches, copies, 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.

2. Disclaimer of Implied Warranties: The provider warrants only that the work will conform to the description contained in the purchase order. The provider’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 the provider be liable for specific, individual, or consequential damages.

3. Arbitration: It is understood and agreed by the customer that the provider neither implies nor expresses any warranty. In the event a claim or dispute arises, both the customer and the provider agree to attempt to reach a settlement acceptable to both parties between themselves; if such a settlement cannot be reached, claims, disputes, and matters in question arising out of, or relating to, any of the obligations and/or rights of the parties to this agreement, shall be determined by binding arbitration in accordance with the following terms: (a) all disputes involving less than $50,000.00 shall be arbitrated by one arbitration counsel who is then on the active rolls of the Printing Association of Georgia and is chosen by the President of the organization with each of the parties to the agreement selecting two more than the other in good faith; or (b) all disputes involving an amount equal to or exceeding $50,000.00 shall be resolved by three arbitration counsel who are on the active rolls of the Printing Association of Georgia and is chosen by the President of that organization selecting nine qualified persons and each party to this agreement having the right to remove three potential arbitrators in alternate turns beginning with the Undersigned. The arbitration award shall be final and judgement may be entered on it in accordance with applicable law in any court having jurisdiction.

20. INDEMNIFICATION: The customer agrees to protect the provider from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold the provider harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

1. Copyrights: The customer also warrants that the subject matter to be printed 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 made or is to be made on the subject matter for reproduction.

To support these warranties, the customer agreed to indemnify and hold the provider 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.

2. Personal or economic rights: The customer also warrants that the work does not contain anything that is libellous or scandalous, or anything that threatens anyone’s right to privacy or personal or economic rights. The customer will, at the customer’s sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:

• promptly notifies the customer of the legal action;

• gives the customer reasonable time to understand and conduct a defense.

The provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libellous, scandalous, improper or infringing upon someone’s right law.

21. STORAGE: The provider 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. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the provider’s fire and extended insurance coverage.

22. 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 the provider for any additional taxes paid.

23. TELECOMMUNICATIONS: Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

The Trade Customs of the printing industry of North America were originally formally promulgated at the Annual Convention of the National Association of Printers and Lithographers in 1949. Since then they have been revised and repromulgated two times. The following 2002 version has been revised and repromulgated two times since then-most recently in 1994 by Printing Industries of America, National Association of Printers and Lithographers, and Graphic Arts Technical Foundation.