

Heritage Printing & Graphics, Inc – Standard Terms and Conditions

updated November 26, 2018

Terms

The following Terms and Conditions represent the sale of goods and/or services from Heritage Printing & Graphics, Inc, to Buyer. Buyer agrees to all terms and conditions set forth upon first estimate or order approval. Heritage Printing & Graphics rejects all other terms and conditions.

Proofing

On all projects, Heritage Printing & Graphics will submit email proofs for the buyer's review and approval. Proofs are mandatory, unless otherwise explicitly stated by the buyer. Proof emails must be replied to Heritage Printing & Graphics marked "Approved" or "Revised Proof Required", with a description of the requested corrections. Until the proof is replied to, no additional work will be performed. Heritage Printing & Graphics will not be responsible for content, size, or count errors on approved proofs or proofs waived by the buyer. All requests for changes of any kind must be made in writing and could be subject to additional fees.

Color

Heritage Printing & Graphics will produce all color to the best of its ability, within acceptable industry standards and machine or process limitations. Because of differences in monitors, operating systems, color profiles, and other conditions between email proofing and production pressroom operations, variation between color proofs and the completed product is to be expected. When such a variation occurs, it will be considered acceptable performance. If near-to exact matches are required, please work with your sales rep to produce actual material samples. Additional fees will apply.

Production Materials

Heritage Printing & Graphics reserves the right to upgrade material or quantity, at no additional charge, for any product ordered (unless otherwise stated in the details/special instructions).

Billing and Payment

Unless otherwise stated on an official Heritage Printing & Signs invoice, all projects are to be paid in full prior to first proofing. Payment can be made by credit card, check, wire transfer, or cash. All payments made by credit card over five-thousand dollars (\$5,000.00) will be subject to a three and one-half percent (3.5%) fee added to the customer invoice.

Stop Payments and Chargebacks

At no point may buyer issue a stop payment, chargeback, or any other form of withdrawal of funds that were originally issued to Heritage as payment for products and services without prior written consent by a senior manager of Heritage Printing & Graphics. In the event this occurs, without prior agreement by Heritage, the buyer agrees to pay any and all collection and legal fees incurred to Heritage Printing & Graphics that a third party is contracted to collect in addition to the amount of the stop payment or chargeback.

Pre Approved Credit, Late Fees and Third Party Collection

All payments for orders purchased on credit are due within 30 (thirty) days. Beyond thirty days Heritage Printing & Graphics reserves the right to charge a late payment fee of one and one-half percent (1.5%) of the invoice total per month. In the event that 60 (sixty) days has passed without payment of the invoice in full, buyer agrees to pay any and all collection and legal fees incurred to Heritage Printing & Graphics in the event that a third party is contracted to collect any overdue balance.

Shipping and Risk of Loss

In the event that buyer wishes for goods to be shipped to buyer, or buyer recipient, Heritage Printing & Graphics will choose the most appropriate method of shipment to arrive by or before buyer's intended due date. From and after 3rd party shipper pickup or delivery to 3rd party shipper, buyer will be responsible for any loss, including but not limited to damage, theft, late delivery or cancellation. If buyer contracts 3rd party shipping, buyer shall be responsible for all expenses relating to shipment of goods to buyer or buyer recipient. Buyer must fully inspect the packages when they are delivered and note the damage on the shipping receipt before signing and returning it to the driver. When possible, said damage should also be documented with photographs and video and sent to Heritage immediately.

Claims

Claims for defects, damages, or shortages must be made in writing by the buyer at the time of delivery or completion of install.

If no such claim is made, Heritage Printing & Graphics and the buyer will understand that the job has been accepted. By accepting the job, the buyer acknowledges that Heritage Printing & Graphics' performance has fully satisfied all terms, conditions and specifications. Buyer must fully inspect the packages when they are delivered and note the damage on the shipping receipt before signing and returning it to the driver. When possible, said damage should also be documented with photographs and video and sent to Heritage immediately.

Reprints and customer modification

If for any reason Heritage Printing & Graphics is at fault for a production and/or installation error, Heritage Printing will reproduce and/or reinstall the affected portion of the project at their cost using the originally provided file. If any change is requested to the art by the buyer for the affected part of the order being reproduced and/or reinstalled, it will constitute a NEW item and will be billed for as such.

Warranty/Defective Work/Repairs; Limitations of Remedies

Heritage Printing & Graphics' liability shall be limited to the stated selling price to the buyer of any defective goods, and shall in no event include special, consequential, incidental, indirect or similar damages, including without limitation, lost profits. Heritage Printing & Graphics warrants that every product manufactured meets the industry standard for that such product and is free of any material defect in workmanship. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF FITNESS FOR PARTICULAR USE AND MERCHANTABILITY. Heritage Printing & Graphics makes no other warranty and no actions or words of Heritage Printing & Graphics or its officers, employees or agents shall constitute a warranty.

Indemnification

The buyer represents that it has the legal right to produce all printed materials ordered from Heritage Printing & Graphics. Heritage Printing & Graphics is not liable for any damages resulting from unwitting violation of copyright laws or illegal use of trade names or slogans. The buyer guarantees the legal title of all matter submitted to Heritage Printing & Graphics for printing and/or publication. In the event that a charge, claim or demand, or arbitration, action or proceeding (collectively, a "Claim") is made or commenced against Heritage Printing & Graphics based upon, relating to or arising from the alleged wrongful acts of the buyers, or alleging that the printing performed or product produced by Heritage Printing & Graphics ordered by the buyer: (a.) infringes any copyright, patent or other proprietary right of any person; or (b.) contains matter that is libelous, slanderous, defamatory, scandalous or obscene, the buyer shall indemnify and hold Heritage Printing & Graphics harmless from and against any loss, damages, cost and expense arising from or related to the Claim including without limitation; (1.) defending Heritage Printing & Graphics against any such Claim (2.) paying any judgment or award against the buyer; and (3.) reimbursing Heritage Printing & Graphics for any legal fees and expenses it reasonably incurs in responding.

Governing Law and Arbitration

Any dispute between any of the parties hereto or any claim by a party against another party arising out of or relating to this Agreement or any alleged breach thereof, shall be determined by arbitration in accordance with the commercial arbitration rules then in force with the American Arbitration Association. The arbitration shall be conducted in Waldorf, Maryland and shall be subject to the substantive law of the State of Maryland. The decision rendered by the arbitrator shall be accompanied by a written opinion in support thereof and shall be final, conclusive and binding upon the parties in the dispute without right of appeal. Judgment upon any such decision may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision of an order of enforcement, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the parties against whom enforcement is ordered. The fees and expenses of such arbitration shall be borne by the non-prevailing party, as determined by such arbitration.

Further Citations

Heritage Printing & Graphics reserves the right to refuse any project for any reason, including but not limited to, those it deems improper or known to be illegal, or are not in line with our core values.

"Heritage Printing & Graphics" as listed in this Terms and Conditions includes all entities in association with the Heritage brand, including Heritage Custom Signs & Displays, Bluefire Visual, and all other subsidiaries and brands.