



Terms and Conditions of Sale

1. **QUOTATION:** Quotations are valid for 30 days. A quotation accepted after 30 days will be reviewed for validity, and the provider may present modifications.

2. **ORDERS:** Orders are subject to credit approval and to causes beyond the provider's control, including fire, water, strikes, theft, vandalism, and acts of God. Orders cancelled by the customer may require compensation for costs incurred, including special-order materials, plates, dies, and other specialty items.

3. **EXPERIMENTAL WORK:** Experimental or preliminary work performed at the customer's request is charged at the provider's current rates and cannot be used without the provider's written consent.

4. **CREATIVE WORK:** Sketches, copy, dummies, and other creative work developed or furnished by the provider are the provider's exclusive property. Any use of this work, or any derivation of ideas from it, requires the provider's written approval.

5. **ACCURACY OF SPECIFICATIONS:** Quotations are based on the specifications provided. The provider may re-quote a job if submitted files or materials do not conform to the information on which the original quotation was based.

6. **PREPARATORY MATERIALS:** Artwork, type, plates, dies, negatives, positives, electronic/digital files, and all other items supplied by the provider remain the provider's exclusive property.

7. **ELECTRONIC FILES:** The customer is responsible for keeping a copy of all original files. The provider is not responsible for accidental damage to customer-supplied media or for the accuracy of furnished input or final output. Until digital files are evaluated, the provider makes no promises about its ability to work with them and assumes no liability for problems that may arise. Any translating, editing, or programming needed to use customer-supplied files is charged at prevailing rates.

8. **ALTERATIONS/CORRECTIONS:** Customer alterations include all work performed beyond the original specifications and are charged at the provider's current rates.

9. **PREPRESS PROOFS:** The provider will submit prepress proofs for review. The customer will return the approval form signed and marked "O.K.," "O.K. with corrections," or "Revised proof required." No further work is performed until approval is received. The provider is not responsible for undetected production errors if proofs are not required by the customer, the work is printed per the customer's O.K., or changes are communicated orally.

10. **PRESS PROOFS:** Press proofs are furnished only when required in writing in the provider's quotation. A press sheet may be submitted for approval. Press time lost or alterations made because of customer delay or change of mind are charged at current rates.

11. **COLOR PROOFING:** Because equipment, paper, inks, and other conditions differ between proofing and production, reasonable color variation between proofs and the finished job is expected and is considered acceptable performance.

12. **OVER-RUNS OR UNDER-RUNS:** Over-runs or under-runs will not exceed 10% of the quantity ordered, and the provider will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the tolerance must be stated at the time of quotation.

13. **CUSTOMER'S PROPERTY:** The provider maintains only fire and extended coverage on customer property in its possession, and its liability for that property will not exceed the amount recoverable from that insurance. Additional coverage may be obtained if requested in writing and the premium is paid to the provider.

14. **DELIVERY:** Unless otherwise specified, prices are for a single shipment, without storage, F.O.B. provider's platform, and assume continuous, uninterrupted delivery of the complete order. Other delivery terms are charged at current rates. Charges for delivering materials from the customer or its suppliers to the provider are not included unless specified. Title passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work, whichever occurs first.

15. **PRODUCTION SCHEDULES:** Production schedules are set by the provider and reviewed with the customer. The customer agrees to supply all necessary information and documents on schedule; if they are late, the provider may adjust the schedule and provide a new delivery date. The provider has no liability for delays caused by war, riot, civil disorder, fire, strikes, accidents, government action, acts of God, or other causes beyond its control, and schedules will be extended by the length of the delay.

16. **CUSTOMER-FURNISHED MATERIALS:** Materials furnished by the customer or its suppliers are verified by delivery tickets, and the provider is not responsible for discrepancies between tickets and actual counts. Customer-supplied stock must meet the provider's specifications, including weight, thickness, pick resistance, and other

technical requirements. Artwork, dies, files, and other customer-furnished materials must be usable without alteration or repair; otherwise they will be repaired by the customer or by the provider at current rates.

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

18. **TERMS/CLAIMS/LIENS:** Payment is cash in advance unless otherwise agreed by both parties in advance. A 3% convenience fee is added to invoices paid by credit card. Claims for defects, damages, or shortages must be made in writing within 10 calendar days of delivery; otherwise the job is considered accepted, and the customer acknowledges that the provider's performance has satisfied all terms, conditions, and specifications. The provider's liability is limited to the quoted selling price of defective goods, with no liability for special or consequential damages. As security for payment, the provider may hold and place a lien on all customer property in its possession, even if credit has been extended, notes or trade acceptances have been accepted, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs.

19. LIABILITY

a. **Express Warranties:** The provider warrants that the work is as described in the purchase order. Sketches, copy, dummies, and preparatory work shown to the customer illustrate only the general type and quality of the work, not the actual work performed.

b. **Implied Warranties:** The provider warrants only that the work will conform to the description in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the amount invoiced for the work in dispute. The provider is not liable for special, individual, or consequential damages.

20. **INDEMNIFICATION:** The customer agrees to hold harmless, indemnify, and defend the provider against all claims, demands, actions, and proceedings arising in connection with the work, on any grounds and regardless of responsibility for negligence.

a. **Copyrights:** The customer warrants that the subject matter to be printed is not copyrighted by a third party (absence of a copyright notice does not guarantee a right to reproduce) and that no copyright notice has been removed from any materials used. The customer will indemnify the provider for all liability, damages, and attorney fees arising from any copyright infringement claim involving the work.

b. **Personal or economic rights:** The customer warrants that the work contains nothing libelous or scandalous and nothing that threatens anyone's privacy or other personal or economic rights. The customer will, at its own expense, defend the provider in all such legal actions, provided the provider promptly notifies the customer and allows reasonable time to conduct a defense. The provider may, at its sole discretion, refuse to print anything it deems illegal, libelous, scandalous, improper, or infringing.

21. **STORAGE:** The provider retains intermediate materials until the end product is accepted. Extended storage is available on request at additional charge. The provider is not liable for loss or damage to stored materials beyond what is recoverable from its fire and extended insurance coverage.

22. **TAXES:** All applicable taxes are added to the invoice and are the customer's responsibility. No exemption is granted unless a Resale/Exemption Certificate or other official proof accompanies the purchase order. If additional tax is later determined to be due, the customer must promptly remit it to the taxing authority or reimburse the provider.

23. **TELECOMMUNICATIONS:** Unless otherwise agreed, the customer pays all transmission charges. The provider is not responsible for errors, omissions, or extra costs caused by transmission faults.

24. **USE OF WORK:** The provider may use the customer's completed work for promotional purposes, including marketing, advertising, samples, and industry competitions, in print, online, or other media, unless specifically excluded by a separate non-disclosure agreement.

Messaging Terms & Conditions

By providing your mobile phone number, you agree to receive informational messages (new product announcements, job postings, etc.) from Hub Labels. Consent to receive messages is not a condition of purchase. Message frequency varies. Message and data rates may apply. For help, reply HELP or email us at info@hublabels.com. You can opt out at any time by replying STOP. Mobile information will not be shared with third parties or affiliates for marketing or promotional purposes.