

Best Business Practices vs. Terms & Conditions of Sale.

The question arises frequently to us about the difference between the *Best Business Practices* and *Terms & Conditions of Sale*. In simple terms, best business practices are the most common practices between graphic communication companies and their clients. Terms & Conditions of Sale are written contractual terms that have been agreed to in writing. To this end we have made two changes to the Best Business Practices.

Article 6 – Preparatory Materials has been deleted and replaced with a venue clause. In California it is assumed that preparatory material becomes the client’s property. This fundamental change by the Board of Equalization allows graphic communication companies to purchase their film and plates using a resale card, thus eliminating the old double-taxation issue that used to plague our industry. By adding your county’s name to the venue clause, you set your locale as the venue where all legal issues will be resolved. This is of great importance when you consider the travel costs associated with fighting for, or against, a suit in another state or part of California.

The second change is less drastic. Article 18 – Terms/Claims/ Liens has the first sentence changed from “payment is cash 30 days from invoice” to “Payment is cash in advance or whatever has been agreed to between customer and provider.” While in practice it is common for 30 day terms to be given, it is not an automatic decision.

Of course you should review each of the articles before including them into your Terms & Conditions of Sale. You may revise, remove or add additional terms to suit your own particular needs.

If you have questions about the Terms of Sale, please contact Tom Stodola at ext. 221.