

## WHAT ARE TRADE CUSTOMS?

Trade Customs, in essence, are those practices which delineate the specific areas of responsibility with regard to a trade or operation which might not be identified in a commercial agreement. Where a commercial agreement is silent with regard to one of these practices, the Trade Customs are used to interpret the intent of the parties.

As the name suggests, the Reprographic Trade Customs presented in this document reflect the common business practices of the reprographic industry. However, "Trade Customs" are not necessarily "recommended" practices. Some firms may elect to follow them; others may not. The use of any Trade Customs must always be an independent, individual business decision. As each company drafts its own contractual provisions, it will also want to consider customers' wishes, relationships with potential customers, and other competitive issues. It is important to note that Trade Customs having to do with rates, payment terms, and warranties may be subject to modification.

### TRADE CUSTOMS

**QUOTATION** is subject to acceptance within thirty days and 11 subject to cost of material increases at the time job is placed in production.

**TERMS** - Payment shall be whatever was set forth in quotation or invoice unless otherwise provided in writing. Claims for defects, damages, or shortages must be made by the customer in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

**SKETCHES, COPY, DUMMIES** and all preparatory work created or furnished by the vendor shall remain his exclusive property and no use of same shall be made, nor may ideas obtained therefrom be used, except upon compensation to be determined by the vendor.

**ARTWORK, TYPE, PLATES**, including lithographic plates, engravings, negatives, positives, and other items when supplied by the vendor shall remain his exclusive property, unless otherwise agreed in writing.5.

**ALTERATIONS** - Proposals are only for work according to the original specifications. If through customer's error, or change of mind, work has to be done a second time or more, such extra work will carry an additional charge, at current rates for the work performed.6.

**A) LITHOGRAPHIC PLATES AND NEGATIVES** will not be held after completion of the order except by special agreement and charge therefor.

**B) ELECTROSTATIC**, direct image, disposable plates or masters used for printing cannot be retained or reused.

**PROOFS** All be submitted only upon mutual agreement prior to job acceptance. Proofs, when submitted, shall be returned to vendor with signature of duly authorized individual. Proofs must be marked "O.K. as is" - "O.K. with correction" - "make changes, submit another proof". Changes, new proofs, etc., are subject to additional charges.

**COLOR PROOFING** - Because of the difference in equipment and conditions between the color proofing and the pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute an acceptable delivery.

**REPAIRS, CHANGES**, trimming, mortising, anchoring, special proving, or similar work required on materials which are furnished by the customer, shall be billed at current market rates.

**OVER RUNS** or under runs not to exceed 10% of the amount ordered shall constitute an acceptable delivery and the excess of deficiency shall be charged or credited to the customer proportionately.

**CUSTOMER'S PROPERTY** -The vendor shall charge the customer, at current rates, for handling and storing customer's stock or printed matter held more than thirty (30) days. Customer's property stored by vendor will be at customer's risk, and vendor is not liable for any loss or damage in any way. It is understood that the gratuitous storage of customer's property is solely for the benefit of the customer.

**PAPER, STOCK, ORIGINALS, ETC.**, furnished by customers shall be properly packed, free from dirt, grit, torn sheets, bad splices, etc., and of proper quality for reproduction requirements. Also, customer's property containing dry transfer, sensitized or decal material shall be processed at customer's risk. Costs resulting from delays, impaired production or damage to vendor's equipment because of improper packing, quality or contents of customer's property shall be charged to the customer.

**DELAYS IN DELIVERY** -All contracts are made contingent upon wars, strikes, fires, floods, accidents, or other contingencies beyond the vendor's control.

**DELIVERY** - Unless otherwise specified, the price quoted is for a single shipment, F.O.B. customer's local place of business. All proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise.

**LIABILITY** shall be limited to stated selling price of any defective goods and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms of any agreement, vendor shall have the right, if necessary, to retain possession of, and shall have a lien on, all customer property in vendor's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance, or guarantee of payment shall not affect such security interest and lien.

**INDEMNIFICATION** -The customer shall indemnify and hold harmless the vendor from any and all loss, cost, expense, 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 vendor on grounds alleging that the said work violates any copyrights or any proprietary right 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 vendor 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 vendor, provided that the vendor shall promptly notify the customer with respect thereto, and provided further that the vendor shall give the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.