



Creating Books. Making History.



TERMS AND CONDITIONS

QUOTATION: Any quotation not accepted within 90 days is subject to revision.

UPDATED/CANCELLED ORDERS: Orders cannot be changed after they are placed. If an incorrect title or quantity is ordered, contact us to cancel the order. (Orders can only be canceled before the manufacture of the items has commenced.) All Costs incurred on cancelled orders will be charged to and must be paid by you.

PREPARATORY MATERIALS & WORK: Artwork, disks, and all other items supplied by you remain your exclusive property and no use of the same shall be made without your written consent. Art work, digital files and the storage of information used to create a job, and other items when supplied by the McNaughton & Gunn shall remain the McNaughton & Gunn's exclusive property unless otherwise agreed in writing. Files will be stored without charge for a period of 2 years.

FILES: Furnished electronic files must be PDF for text and covers and ready for out-put. Text files should be submitted as one PDF file in single page format (no spreads). Cover files should be set up as a single PDF file. Condition of electronic files which deviate from this standard will incur additional fees.

ALTERATIONS/CORRECTIONS: Work performed, by McNaughton & Gunn, in addition to the original specification will be charged at current correction or EPP rates.

PROOFS: Proofs are provided upon request. Corrections are to be made to the PDF files(s) and resubmitted with written instructions indicating if a new file is being provided. Requests for McNaughton & Gunn to make corrections are to be communicated in writing and a 2nd proof is required. Additional fees will apply for new file submission, corrections to files made by McNaughton & Gunn and additional proofs. McNaughton & Gunn regrets any errors that may occur through production but cannot be held responsible for errors if the product is printed per your approved files. No corrections should be communicated verbally. McNaughton & Gunn shall not be responsible for errors if you have not ordered or have refused to accept proofs or have failed to submit expected changes in written form or have instructed McNaughton & Gunn to proceed without proofs.

COLOR PROOFING: Due to differences in equipment, paper, inks and other conditions between color proofing operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable completion and delivery of the job.

OVER RUNS OR UNDER RUNS: Overruns or underruns are not provided. McNaughton & Gunn will provide and bill for exact quantity ordered.+ **PRODUCTION SCHEDULES:** All dates are approximate, depending upon receipt of materials and turn-around time on proofs. McNaughton & Gunn, Inc. shall not incur any liability or penalty for delays due to state of war, riot, civil disturbance, fire, strikes, accidents, action of Government or civil authority, acts of God, or any other cause beyond the control of McNaughton & Gunn, Inc.

TERMS: Standard terms are 50% deposit and balance prior to shipment. Payment can be made by Mastercard, Visa, American Express, Discover Card, Automated Clearing House (ACH), or regular check. Claims for defects, damages, or shortages must be made by you in writing within a period of thirty (30) days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and admission that the job fully complies with all of the terms, conditions and specifications. McNaughton & Gunn's liability shall be limited to stated unit price of any defective work.

INDEMNIFICATION: You shall indemnify and hold harmless the McNaughton & Gunn from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against the McNaughton & Gunn on grounds alleging that the said printing violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights. You agree to, at your expense, promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against the McNaughton & Gunn, provided that the McNaughton & Gunn shall promptly notify you with respect thereto, and provided further that the McNaughton & Gunn shall give to you such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

COPYRIGHTS: You warrant that the subject matter to be printed is not copyrighted by a third party. You also recognize that because subject matter does not have to bear a copyright notice to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce.

PERSONAL OR ECONOMIC RIGHTS: You warrant that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights.

DELIVERY: The price quoted is for a digital printing and postage for the single shipment, without storage. Special priority pickup or delivery service will be provided at current rates upon your request. Risk of loss and Title for finished work shall pass to you upon delivery to carrier at shipping point or upon payment in full.

STORAGE: Copies of production files used will be retained until the related end product has been accepted by you. If requested by you, intermediate materials will be stored for an additional period at an additional charge. McNaughton & Gunn is not liable for any loss or damage to stored material beyond what is recoverable from fire and extended insurance coverage.

MINORS AND PURCHASING: If you are under 18, you may only purchase items from our site with the advance written consent of a parent or guardian who must sign for and agree to be responsible for all charges pertaining to the items.

ELECTRONIC COMMUNICATIONS: When you visit our website or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on our main site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

CUSTOMER ACCOUNT: If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. McNaughton & Gunn reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

APPLICABLE LAW: By visiting the our website, you agree that the laws of the State of Michigan, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between you and us.

'Applies only to digital printing; offset jobs do not require a 2nd proof.

+Applies only to digital printing. Overruns or underruns on offset jobs not to exceed 10% of the amount ordered shall constitute acceptable delivery and the excess or deficiency shall be charged or credited to the publisher at the overrun rate, not the unit rate.