

## TERMS AND CONDITIONS

If a job is unacceptable due to defects in workmanship, we will (1) reprint and ship out the job to you at no cost, or (2) issue a future credit. No cash refunds are offered. Please note that the FULL original run must be returned to us and inspected. This guarantee does not cover customer errors such as low resolution images, poor photography or incorrect copy. Furthermore, we print to industry accepted "pleasing color" standards. We will make every effort to produce a reasonable representation of your job based on your supplied materials. However, note that Postcard Pros does not guarantee color matching so defects due to color matching cannot be honored.

### 1. Quotations/Estimates

Prices posted on this web site are subject to change without notice. Written estimates are good for 30 days. An estimate not accepted within 30 days may be changed.

### 2. Payment Terms

All orders must be prepaid due to the speed of our turnaround. We reserve the right to place your job on hold if the credit card declines or if we are waiting for payment via check. If we receive a check we can wait up to 4 days for that check to clear before proceeding with order. Orders using an ACH/EFT transaction will be processed upon ACH approval.

### 3. Orders

PostcardPros reserves the right to use its sole discretion in refusing to print anything it deems improper or known to be illegal. PostcardPros is not liable for any damages resulting from unwitting violation of copyright laws or illegal use of trade names or slogans. The client guarantees the legal title of all matter submitted to PostcardPros for printing and/or publication.

### 4. Cancellations

Due to our quick turnaround time, we process jobs as soon as we receive them and because each order is unique to customer and has no re-sale value. **All sales are final. No refunds are available on orders unless no files have been prepared for printing** and no email proof has been sent. In the case of a refund on an order that printing has not started, a \$10 processing fee will be charged for printing only jobs and a \$35 fee will be charged for Mailing services jobs where we have already processed the mailing list. If an order is cancelled after we have sent you a proof a \$35 fee will be charged. You are not able to cancel a job after 4pm the day the order was submitted.

**All orders that exceed 15 business days from the time a proof is sent ( including design proofs and prepress proofs), will not be refunded. An In house credit is**

**available for orders that are in proof status and have not been printed. Design charges may apply for date or graphical changes to accommodate the delay in print.**

Please note that, **due to contractual terms** with our list service providers, we are **unable to refund any aspect of a list order** purchased.

If you need to cancel an order you must email customer service at [cs@PostcardPros.com](mailto:cs@PostcardPros.com) then follow up by calling 1.877.492.9848 and speak to a Postcard Pros representative to avoid any confusion with cancellation charges.

## **5. Accuracy of Specifications**

Quotations are based on the accuracy of the specifications provided. PostcardPros can re-quote a job at the time of submission if the art does not conform to the information on which the original estimate was based. Orders placed with PostcardPros are to the client's knowledge correct, and there are no conditions or agreements relating to the order which is not written or accompanying said order.

## **6. Liability**

PostcardPros liability shall be limited to the stated selling price to the customer of any defective goods, and shall in no event include special, consequential, incidental, indirect or similar damages, including without limitation, lost profits. PostcardPros warrants that every product manufactured by it meets industry standard for 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.** PostcardPros makes no other warranty and no actions or words of PostcardPros or its officers, employees or agents shall constitute a warranty.

## **7. Indemnification**

The customer represents that it has the legal right to produce all printed materials ordered from PostcardPros . In the event that a charge, claim or demand, or arbitration, action or proceeding (collectively, a "Claim") is made or commenced against PostcardPros based upon, relating to or arising from the alleged wrongful acts of the customers, or alleging that the printing performed or product produced by PostcardPros ordered by the customer: (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 customer shall indemnify and hold PostcardPros harmless from and against any loss, damages, cost and expense arising from or related to the Claim including without limitation; (1.) defending PostcardPros against any such Claim (2.) paying any judgment or award against the customer; and (3.) reimbursing PostcardPros for any legal fees and expenses it reasonably incurs in responding.

## **8. Electronic Manuscripts/Images**

It is the client's responsibility to maintain a copy of the original computer files, artwork and transparencies. PostcardPros is not responsible for accidental loss or damage to media supplied by the client or for errors on supplied artwork furnished by the client. Until PostcardPros can evaluate digital input, no claims or promises are made about our ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize client-supplied files will be charged at our current rates. PostcardPros does not archive your work for longer than it takes to produce the final product. If a customer requires return of their supplied media we will return with a minimum charge of \$35.00. Please save your work! DO NOT send any "one-of-kind" transparencies, prints or artwork.

## **9. Alterations/Corrections**

Client alterations must be specified in writing and must include all corrections or changes from the original specifications. Such work will be charged at our current rates.

## **10. Proofs**

IF you select "email proof" we will send you an email proof shortly after receiving it in our production department, this can take up to 24 hours when we are very busy. so please reply as quickly as possible. Please take note that an email proof is by no means an accurate color reproduction of your final printed piece but is a final opportunity for you to check the layout, bleeds, crops and final text. If you select "No proof" the requested job will be sent to press without your approval, by selecting "NO PROOF" you agree that anything wrong with the file, including but not limited to (spelling, bleeds, resolution, file size, and file format) is strictly the customers responsibility.

After we send you an email proof and you determine that you need to submit new files you can do so by [Uploading Your New Files Here](#). You are required to give us a call or email after new files have been uploaded. Due to the time it takes to pre-flight and prep your files, a \$25 fee will be assessed each time you submit new artwork. If you need to submit new files because the original files are corrupt you will not be charged.

By the time your job gets in our hands and we are ready to go to print, all edits should be finalized, the copy carefully proofread and all design issues should be settled. We will not take responsibility for any copy or design errors committed on your part. Postcard Pros is also not responsible for any wrong dates or misspelled words in files submitted by customer or jobs approved by customer upon design completion.

PostcardPros will submit color proofs for the customer's review and approval if requested. A high-resolution color proof is available for an additional \$70 on all printed material. A minimum shipping charge of \$25 is required to send a proof via express air shipping. Proofs must be returned to Postcard Pros marked "O. K." or "Revised Proof Required" and signed by the customer. Until the proof is returned, no additional work

will be performed. Postcard Pros will not be responsible for undetected production errors if:

- Proofs are waived by the client;
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- The work is printed per the client's written OK;
- Requests for changes are communicated verbally.
- All requests for changes of any kind must be made in writing to avoid mistakes.
- If No Proof was selected.

### **11. Color Proofing**

Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a "pleasing color" variation between color proofs and the completed job [as determined by generally accepted trade technical methods] is to be expected. When such a variation occurs, it will be considered acceptable performance.

\*\*Please note that the size of your final printed piece can actually be a 1/16 of an inch smaller than size ordered due to the thickness of the blade and the layout of a gang style run. \*\*

### **12. Overruns/Under runs**

PostcardPros will normally deliver the exact quantity of goods ordered plus a small additional amount. There is no extra charge for the additional amount. The generally accepted trade practice is plus or minus 5%.

### **13. Delivery**

Charges for delivery of materials and supplies from the client or the client's supplier to PostcardPros are not included in quotations unless specified. PostcardPros is not responsible for delays and/or damage incurred during shipping. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever comes first.

### **14. Claims**

Claims for defects, damages, or shortages must be made by the client in writing no later than 10 calendar days after delivery. If no such claim is made, PostcardPros and the client will understand that the job has been accepted. By accepting the job, the client

acknowledges that PostcardPros performance has fully satisfied all terms, conditions and specifications.

### **15. Disputes & Venue**

For legal purposes, the venue for any dispute shall be Birmingham, Alabama USA.

### **16. Right to Subcontract**

PostcardPros shall have the right to assign any portion of the work required to another contractor

### **17. Workmanship Guarantee**

We guarantee all orders to be free of defects in workmanship. If any order does not match the generally accepted trade standards, we will reprint the order or issue the customer a future credit towards the next print job.

### **18. Turnaround 3 – 5 Business Days (Print Only jobs up to 30,000)**

Postcard Pros makes every effort to meet your timelines. Customers will be notified if a delay occurs due to certain conditions that could negatively impact a project and it becomes evident that a project will not deliver as scheduled. We will give the customer the option to cancel the project when notified. Please review each product page for specific turnaround times. **Turnaround is 3 – 5 business days and does not include shipping time and begins after you approve your proof. If you approve your proof after 4pm it will be considered approved on the next business day.** Business days are considered Monday - Friday. Holidays are excluded. Please note that folded, scored, die cut, sell sheets, data sheets or any other jobs that require any production besides printing and cutting will add to your turnaround.

In order to receive this credit you must send [cs@PostcardPros.com](mailto:cs@PostcardPros.com) an email stating that your turnaround times were not met and that you would like a credit applied to your account.

If you are unable to use your product, due to us not meeting our posted turnaround time, we will review your order. If deemed our fault we will apply a full credit to your account, once the product is returned. For mailers please see mailing turnaround.

### **19. Privacy Statement**

Any information Postcard Pros collects from order processing or from any inquiries is not shared with any other company. Your information is only used for contact, billing, and shipping purposes. Your credit card information is never stored by PostcardPros

## **20. Samples**

We reserve the right to distribute free samples of your order. Your images will not be used in any national advertising without your prior consent.

## **21. Billing**

Your credit card bill will read "Mail-Fast Postcard Pros". We only accept Mastercard and Visa.

## **22. Inkjet Proofs**

Inkjet and laser prints are known to look substantially different than offset printing. We offer quick turnaround and low prices by printing to a "pleasing color" standard, using standard ink densities. There is no guarantee that your finished piece will match your printed sample. This is due to the varying results from different output devices including inkjet printers, continuous tone proofing devices, and film-based proofs.

## **23. Changes**

PostcardPros may change, modify, add or remove portions of this policy at any time, and any changes will become effective immediately upon being posted unless we tell you otherwise.

## **24. Postage Credit card fees**

PostcardPros adds 4% to all postage costs. This cost covers our credit card processing fee.

## **25. Approved Proofs**

When a proof is approved you are agreeing that spelling, dates, phone numbers, and layout is ready to print. PostcardPros is not responsible for any errors once the proof has been approved.

## **26. Design Rights**

Custom designs paid for by the customer will remain the property of the customer. This includes typeset layouts and color scans. These materials will NOT be sold or given to any other party. We reserve the right to distribute free samples of your postcard. Your images will not be used in any national advertising without your prior consent.

## **MAILING SERVICES**

Prices are quoted based on the information located on web site, unless specifically stated otherwise in the written quotation. Prices quoted are based on specs given at the time of

the request for quotation and are subject to review when pieces have been received. To avoid any misunderstanding, all mailing services instructions should be in writing. Instructions not provided in writing may lead to problems for which we cannot be responsible.

### **Scheduling and Turnaround**

All Print jobs with Mailing Services will add 2-3 business day to the posted turnaround time of 3 – 5 business days.

We require at least 2-3 days for job processing of mailing services starting from the day we receive your mailing (data) list and after the piece is in the mail department. WE CANNOT MAIL YOUR JOB WITHOUT RUSH FEES (\$50) IF YOU DO NOT PROVIDE YOUR MAILING LIST 4 BUSINESS DAYS FROM THE REQUESTED MAILING DATE. This allows us processing time to insure your piece is mailed without any issues. In the event your print or mail schedule changes, please inform us immediately; we will make every effort to accommodate the revision.

### **Delivery Timing**

If you are mailing a time dated piece, be sure to include requested delivery date when placing your order. Standard (Bulk, 3rd Class) is the most cost effective way to deliver your mailer however will take longer than First Class, if your mailer is a time sensitive piece, you may want to consider First Class Presort which offers discounts over Regular First Class rates.

### **Data Lists**

Data lists should be in ASCII (txt), Excel, or Data Base formats. The list should contain a header format. We will perform verification, remove all duplicates upon request (extra charge), correct zip codes, add zip +4 designations, add pre sorted barcode, and CASS certify.

### **Postage Requirements**

To allow sufficient time for payment deposit with the USPS, when you use our permit number, we require that all checks and credit card payments for postage be in our possession three days before your mail date. If a postage deposit is not received, we cannot advance the postage required, and the U.S. Postal Service will not accept your mail. UNDER ABSOLUTELY NO CIRCUMSTANCES WILL POSTAGE BE REFUNDED FOR ANY REASON ONCE A JOB HAS BEEN MAILED BY THE U.S. POST OFFICE. Please make certain that you have advanced adequate postage to cover your entire mailing, including international fees. When using your own permit, funds must be deposited the day prior to the scheduled drop date and a copy of the postal receipt faxed to our office. If funds have not been deposited, causing us to bring the mail back, you will be charged a trip fee of \$50.00.

## **Limitations of Liability for Mailing Services**

OUR LIABILITY FOR ANY ERROR, MISTAKE, OR FAILURE TO PERFORM SERVICES HEREUNDER IS EXPRESSLY LIMITED TO THE VALUE OF THE WORK PERFORMED.

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO ANY CUSTOMER FOR SAID CUSTOMER'S LOSS OF BUSINESS, LOSS OF PROFITS, POSTAGE OR OTHER CONSEQUENTIAL DAMAGES SUFFERED BY SUCH CUSTOMER AS A RESULT OF ANY ERROR, MISTAKE, OR FAILURE OF US TO PERFORM SERVICES. THIS INCLUDES BUT NOT LIMITED TO; LIST ADDITIONS, REQUESTS MADE AFTER ORDER APPROVED, AND USPS ERROR.

When using our Mailing Services, PostcardPros shall be liable to rectify errors only to the extent of re-mailing a correction or corrected job as soon as possible, and allowable damages shall be limited to the value of the work performed. In no case is PostcardPros liable for loss of business or implied damages. PostcardPros responsibility is limited to preparing your mailing and completing delivery to the U.S. Postal Service. PostcardPros shall not be liable for USPS performance failures, delivery delays, or postage.

Customer's mailing list(s), while in the possession of PostcardPros is the exclusive property of the customer and shall be used only with customer's instructions. Customer's mailing list(s) will not be sold or offered for use to any other party, and PostcardPros will not utilize the list for any other purpose.

The chargeable items listed below are not included in prices quoted unless specifically stated:

- The packing and handling of overages will be billed at current rate plus materials and freight charges.
- Storage charges on material held more than 30 days after job completion will be billed at current rate per skid or square foot of space used on a monthly basis. Any materials requiring storage for a period of ninety days or longer will be subject to long term storage charges unless agreed upon prior to order being placed.