

## TERMS AND CONDITIONS OF SALE

- DISCLAIMER:** Please read these terms and conditions carefully before proceeding with any order with Javeps.com. By accessing and using any portion of this website and its services you hereby agree to be bound by the terms and conditions below. If you do not agree to any or all of these conditions, please do not access this site or use any of the services provided by it.
- QUOTATIONS / ESTIMATES:** Quotes are good for 30 days. A quotation not accepted within 30 days may be changed. Quotations are based on the accuracy of the specifications provided. Javeps LLC. can re-quote a job at the time of submission if copy, disks or other input materials do not conform to the information on which the original quotation was based. Cost estimates provided without having seen final art and specifications are tentative to receipt and approval of same. Orders placed with Javeps LLC. are to the client's knowledge correct, and there are no conditions or agreements relating to the order which are not written or accompanying said order. **rush service charges will be quoted separately!** at the time your order is acknowledged - only then can your specific need by date be addressed. troubleshooting artwork or discs provided can affect this rush service. need by date must be provided at time of quotation request!
- PAYMENT: A Non-Refundable 50% Deposit is required upon placing an order.** By placing an order you acknowledge and agree with the amount stated and accept responsibility for the full payment or the bill. No COD's are accepted. To apply for an open account you must have your credit approved by completing OUR CREDIT APPLICATION. If an open account is established, payment in full must be received within 30 days from the date of the invoice. Finance charges are 1.5% per month on the TOTAL unpaid balance. Any returned checks will be chargeable at \$25.00 each. We reserve the right to refuse any job. There will be an extra charge for rush orders. Artwork cannot be returned to customers who owe a past due amount.
- FORMS OF PAYMENT:** Payment can be made in several ways, Javeps LLC. accepts most major credit cards, including VISA, MasterCard as well as company checks, bank checks, money orders, and cash. Please make checks payable to Javeps LLC. Please DO NOT send cash through the mail. We accept credit cards; however your job may have a loss of cash discount applied at time of purchase. This is dependent on how job was priced at the time order is accepted along with the possibility of rush service fees being waived to our loyal customers.
- ORDERS:** Acceptance of orders are subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of God, and other causes beyond the provider's control. We do reserve the right to use our sole discretion in refusing to print anything we deem improper or known to be illegal. We reserve the right to refuse any job.
- APPLICABLE LAW:** By visiting Javeps.com. You agree that the laws of the state of New Jersey without regard to principles of conflict of laws, will govern these terms and conditions of use and any dispute of any sort that might arise between you and Javeps LLC. or its affiliates. **You must be 18 years or older** to purchase from Javeps LLC. with exceptions made only with written permission of the parent or guardian.
- OVER-RUNS / UNDER-RUNS:** The standard trade practice of 10% over-run/under-run will apply to all orders unless specified. Requesting NO OVERS could result in your order being short. If requesting exact quantity, add 10% to your total for special handling., Overruns can be billed up to 10% and underruns will not exceed 10%.
- PRODUCTION SCHEDULES:** All prices are based on standard production schedules. Our schedules change daily dependent on the volume of work in our factory at that time. signed art approval; job cannot proceed to production without this. To expedite any job through our factory, we highly recommend you getting us this in-hand art approval right away; no exceptions can be made. All production schedules are subject to product availability. Production schedules will be established and followed by both the customer and Javeps LLC. In the event that production schedules are not adhered to by the customer, delivery dates will be subject to renegotiation. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, and accidents, actions of government or civil authority, acts of God or other causes beyond the control of Javeps LLC. In such cases, schedules will be extended by an amount of time equal to the delay incurred.
- TAXES:** All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless a copy of the "Exemption Certificate" is furnished to Javeps LLC. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority, or immediately reimburse Javeps LLC. for any additional taxes paid. Payment of sales tax due is the sole responsibility of the customer.
- TELECOMMUNICATIONS:** Unless otherwise agreed upon, the customer will pay for all transmission charges. Javeps LLC. is not responsible for any errors, omissions, or extra costs resulting from the faults in the transmissions, including telephone conversations, facsimiles and electronic mail. Multiple changes will result in multiple faxes. One proof via fax is included with initial pricing. Each additional fax proof is billable at \$3.00 and may be included in billable art charges and this is at the discretion of Javeps LLC.
- SHIPPING / HANDLING:** All freight, shipping and handling charges are additional. Customer agrees that it will not hold Javeps LLC. accountable for delays in delivery occasioned by acts of God or other circumstances over which we have no direct control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Javeps LLC. be liable for any consequential or special damages arising from any delay in delivery. If you have a need by date, it is required that customer pay express handling charges as this shall reduce chances of missing your deadline. However, we are still at the mercy of the shipper and the above then still applies. Direct delivery available - please inquire! Invoice must be PAID in full prior to shipping if terms do not exist. RUSH SERVICE IS AVAILABLE. If a need by date has been provided and customer will be picking up we take this date very seriously. If we are able to waive a rush charge and this job is not picked up by date requested, a 25% rush charge to entire order then applies. NO EXCEPTIONS! All prices are plus shipping and handling.
- USE OF FLAT OR RAISED INK:** If you are using a laser printer or copier or other output device that generates a significant amount of heat or you select flat or raised ink for your letterhead or envelopes, Javeps LLC. cannot be held responsible for damages, direct or indirect, that might result from your selection. When placing your order, you should specify laser-safe raised ink when using a laser printer, copier, or any other output device that generates a significant amount of heat. This Laser-safe ink has which has been specifically designed to protect your output device against harsh effects of melting ink.
- USE OF PRODUCTS / CUSTOMER CONTENT:** Users of this website are responsible for the content, copy and images printed, reproduced or processed by Javeps LLC. Content is subject to all applicable local, state and federal laws, as well as any laws pertaining to the use of the Internet and Electronic Communications. Users agree not to Javeps LLC. to produce anything which may be deemed offensive, unlawful, harassing, threatening, libelous, obscene, malicious, harmful or otherwise inappropriate.
- PRICING & PROMOTIONS:** We reserve the right to change prices on site at anytime. While we make our best efforts to keep this website up to date, from time to time, actual market conditions may change the price of the product. We also provide unit pricing merely for reference; however, total, price specified overrides the unit pricing. Promotions and/or discounts cannot be combined with any other promotion or offer. All promotions expire at the discretion of Javeps LLC. Web promotions must be mentioned at time order is acknowledged. Discounts will not be applied upon pick-up or shipment of job, however must be accepted at time of acknowledgement and deposit. Discounts are not applicable to previous orders. As always, tax and freight are additional. Apart from factory set-ups (screens, plates, dies, etc...), art charges are also an additional fee. Every order requiring personalization or your logo is a custom order. Prior to any credit card charge we will acknowledge your order, discuss your art requirements, and need by dates to insure complete customer satisfaction! We will then proceed to assign you a job number and take a \$10.00 fee for your supplied files. **See file Submission Guidelines** to insure we can review and use art provided. There will be an non refundable fee of \$10.00. For this fee we will proceed to review any art file supplied and generate one (1) PDF proof.
- ELECTRONIC MANUSCRIPTS / IMAGES:** It is the client's responsibility to maintain a copy of the original file. Javeps LLC. is not responsible for accidental damage to media supplied by the client or for errors on supplied artwork. Until digital input can be trouble shooted by Javeps LLC. 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 translation, editing, or programming needed to utilize client-supplied files will be charged at our current rates. (min. \$25.00 per visit to computer, \$75.00 per hour)
- REIMBURSEMENT:** The client shall reimburse Javeps LLC. for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment, if applicable. In the event of default of payment by the purchaser, purchaser agrees to pay all costs of collection, including reasonable attorney's fees and costs of suit.
- STORAGE:** Javeps LLC. will retain intermediate materials until the related end product has been accepted by the customer. If requested in writing by the customer, intermediate materials, art files, will be stored and could potentially incur additional charges. The return of these materials is billable to customer per present shipping rates and services. Storage of all final art and any printing inventory is done at the sole discretion of customer. We archive most electronic files for at least 2 years. Older artwork may have to be recreated due to compatibility issues.
- PREPRESS PROOFS:** Javeps LLC. will submit (1) color (PDF) proof for the client to review and approve via e-mail. Proofs must be returned Javeps LLC. with signature or "revised proof required" and signed by client. Until the proof is returned, no additional work will be performed. Javeps LLC. will not be responsible for undetected production errors if:
  - Proofs are waived by client (this is contrary to company policy)
  - The work is printed per the client's verbal or written ok.
  - Requests for changes are communicated verbally and not in writing.All requests for changes of any kind must be made in writing to avoid mistakes. Javeps LLC. waives all responsibility. WE CANNOT PROCEED TO PRODUCTION WITHOUT CLIENT WRITTEN APPROVAL.
- COLOR PROOFING:** Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a 5% variation of color between color proofs and the completed job is to be expected. When such a variation occurs, it will be considered acceptable performance. These color proofs if not provided will have a billable charge depending on size and type of proof. Javeps LLC. will advise at start of order if not previously quoted.
- ARTWORK & CANCELLATION:** Javeps LLC. retains ownership of all original artwork, whether preliminary or final, unless it is purchased by a payment of a separate fee. If roughs or comprehensives are published, full fee shall be paid therefore. Cancellation of custom artwork: 50% of the fee after first proof, 75% of fee after finishes we do not do any spec work. Any work completed shall be 100% billable. In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by Javeps LLC. and an assignment, ownership of all copyrights and the original artwork shall be retained by Javeps LLC. A cancellation fee for work completed, based on contract price and expenses already incurred, shall be paid by the purchaser. Javeps LLC. may substitute typestyles or simplify graphics as necessary to produce a quality printed product. This situation will only occur if the graphic needs to be reduced to a smaller size and will fill in or otherwise not hold solid. This alteration will only occur on certain materials where the printing process selected shall have limitations. Slight artwork modifications shall only be implemented to produce quality printing and fulfill contractual obligations. It is understood that this modification is for the mutual benefit of Javeps LLC. and the customer, and said customer will be notified of this change
- BLEEDS:** Bleeds, (copy extending to the edge of paper) on all offset printed jobs are included in price where indicated. To insure lowest pricing available here at Javeps and due to the press and paper used to quote your job, limitations can occur. Please allow for a slight under-trim to accommodate the bleed. If size is critical, you must specify at time of order. Artwork approved must clarify this or our standard practices will be enforced. If bleeds are critical along with exact size specifications, expect pricing to be slightly higher than those posted on our website.
- CLAIMS:** Claims for defects, damages, or shortages must be made by the client in writing no later than 3 calendar days after delivery. If no such claim is made, Javeps LLC. and the client will understand that the job has been accepted. By accepting the job, the client acknowledges that Javeps LLC. performance has fully satisfied all terms, conditions, and specifications.
- LIABILITIES / COPYRIGHTS:** The user agrees to protect the provider from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold the provider harmless and shall indemnify, and otherwise defend him/her against claims, demands, actions and proceedings on any and all grounds. This will apply regardless of responsibility for negligence. In no event shall Javeps LLC. or its officer, directors, employees or agents be liable for any special incidental, indirect or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, whether or not advised of the possibility of damage and any theory of liability arising out of or in connection with the user performance of the Javeps LLC. website. The user of this service also warrants that the subject matter to be printed is not copyrighted by a third party. The user also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright laws absence of such notice does not necessarily assure a right to reproduce. The user further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided. For jobs involving the duplication of pictures and/or original artwork, an Authorization to Duplicate form must be filled out by the author of work and attached for processing of order to proceed.

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