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## Work Contract - Blanket Agreement

By signing this Agreement, I have read, understand and agree to all of Lynch Printing's Trade Customs stated below and on the reverse side. I also fully understand that these terms and conditions are in effect each time I/We/The Company purchases printing products or design services from Lynch Printing.

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

### Lynch Printing's Trade Customs

**ACCURACY OF SPECIFICATIONS:** Quotations are based on the accuracy of the specifications provided. Lynch Printing can request a job at time of submission if copy, film, disks, or other input materials do not conform to the information on which the original quotation was based.

**ALTERATIONS/CORRECTIONS:** Client alterations include all work performed in addition to the original specifications. It is customary in the industry to charge for these services.

**COLOR PROOFING:** A color proof is used to simulate how the printed piece will look. Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance and the proof becomes a contract between the client and Lynch Printing.

**CREATIVE WORK:** No use shall be made, except by written permission of Lynch Printing for all use of this work and for any derivation of ideas from it and compensation (if any) to be determined by Lynch Printing.

**CLIENT-FURNISHED MATERIALS:** Artwork, film, photographs, blueprints, disks, or other materials furnished by the client must be usable by Lynch Printing without alteration or repair. Items not meeting this requirement may be repaired by the client, or by Lynch Printing and may be billable. Client-supplied paper must be delivered according to specifications furnished by Lynch Printing. These specifications will include correct weight, thickness, and other technical requirements.

**CLIENT'S PROPERTY:** Lynch Printing will only maintain fire and extended coverage on property belonging to the client while the property is in Lynch Printing's possession. Lynch Printing's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to Lynch Printing.

**COPYRIGHTS:** The client warrants that the subject matter to be printed is not copyrighted by a third party. The client also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The client 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 client agrees to indemnify and hold Lynch Printing 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.

**DELIVERY:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Lynch Printing's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, Lynch Printing will charge accordingly at current rates. Charges for delivery of materials and supplies from the client to the provider, or from the client's representative to Lynch Printing, are not included in quotations unless specified. Title for finished work passes to the client upon delivery to the carrier at shipping point, or upon mailing of invoices for the finished work or its segments, whichever occurs first.

**DESIGN INVOICING:** For design work, the client shall only be billed for the hours worked, except for logo design, which is a fixed rate. In the event that you cancel the project after completion, a cancellation fee of 50% of the remainder due will be administered. In the event that you disapprove of your design, your project is subject to cancellation. Any cancellation or delay of more than 30 days will result in the invoicing for the amount of any time, design allotted for this project. All work will remain the property of Lynch Printing, but will be available if the project should be resumed at a later time.

## Lynch Printing's Trade Customs *(continued)*

**ELECTRONIC MANUSCRIPT OR IMAGES:** It is the client's responsibility to maintain a copy of the original file. Lynch Printing only has the capacity to maintain work electronically for an amount of time not to exceed ninety (90) days. Lynch Printing is not responsible for accidental damage to media supplied by the client or for the accuracy of furnished input or final input. Until digital input can be evaluated by Lynch Printing, no claims or promises are made about Lynch Printing's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise.

**EXPERIMENTAL WORK:** It is customary in the industry to charge for experimental or preliminary work performed at client's request. This work cannot be used without Lynch Printing's written consent.

**INDEMNIFICATION:** The client agrees to protect Lynch Printing from economic loss and any other harmful consequences that could arise in connection with the work. This means that the client will hold Lynch Printing harmless and save, 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.

**LIABILITY: DISCLAIMER OF EXPRESS WARRANTIES:** Lynch Printing warrants that the work is as described in the purchase order. The client understands that all sketches, copy, dummies, and preparatory work shown to the client are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed. **DISCLAIMER OF IMPLIED WARRANTIES:** Lynch Printing warrants only that the work will conform to the description contained in the purchase order. Lynch Printing's maximum liability, whether by negligence, contract, or otherwise, will not exceed the amount specified in the contract. Under no circumstances will Lynch Printing be liable for specific, individual, or consequential damages.

**ORDER:** Acceptance of order shall not be effective until acceptance by Lynch Printing. Acceptance by Lynch Printing may be either by notification to client or by commencing to produce work on the merchandise ordered. Canceled orders require compensation for incurred cost and related obligations.

**OUTSIDE PURCHASES:** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the client are chargeable.

**OVER-RUNS OR UNDER-RUNS:** Over-runs or under-runs will not exceed the five (5) percent specified in the contract. Lynch Printing will bill for actual quantity delivered within this tolerance. If the client requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

**PERSONAL OR ECONOMIC RIGHTS:** The client warrants 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. The client will, at the client's sole expense, promptly and thoroughly defend Lynch Printing in all legal actions on these grounds as long as Lynch Printing promptly notifies the client of the legal action and gives the client reasonable time to undertake and conduct a defense. The client reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper, or infringing upon copyright law.

**PREPARATORY MATERIALS:** Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by Lynch Printing remain Lynch Printing's exclusive property.

**PREPRESS PROOFS:** Lynch Printing will submit prepress proofs along with original copy for the client's review and approval. Corrections will be returned to Lynch Printing on a master set marked "OK," "OK With Corrections," or "Revised Proof Required" and signed by the client. Until the master set is received, no additional work will be performed. Lynch Printing will not be responsible for undetected production errors if: 1. Proofs are not required by the client; 2. The work is printed per the client's OK; 3. Requests for changes are communicated orally.

**PRESS PROOFS:** Press proofs will not be furnished unless they have been required in writing in the Lynch Printing's quotation. It is customary in the industry to charge for any press time lost or alterations/corrections made because of the client's delay or change of mind.

**PRODUCTION SCHEDULES:** Production schedules will be established and followed by both the client and Lynch Printing. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

**QUOTATION:** A quotation not accepted within 30 days may be changed.

**STORAGE:** Lynch Printing will retain intermediate materials until the related end product has been accepted by the client. If requested by the client, intermediate materials will be stored for an additional period for additional charge. Lynch Printing is not liable for any loss or damage to stored material beyond what is recoverable by Lynch Printing's fire and extended insurance coverage.

**TAXES:** It is customary in the industry to charge for all amounts due for taxes and assessments and are the responsibility of the client. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the client has paid the invoice, it is determined that more tax is due, then the client must promptly remit the required taxes to the taxing authority, or immediately reimburse Lynch Printing for any additional taxes paid.

**TELECOMMUNICATIONS:** Unless otherwise agreed, it is customary in the industry to charge the client for all transmission charges. Lynch Printing is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

**TERMS/CLAIMS/LIENS:** It is customary in the industry that payment is net cash in ten (10) calendar days from date of invoice as specified. Claims for defects, damages, or shortages must be made by the client in writing no later than the five (5) specified number of calendar days after delivery. If no such claim is made, Lynch Printing and the client will understand that the job has been accepted. By accepting the job, the client acknowledges that Lynch Printing's performance has fully satisfied all terms, conditions, and specifications. It is customary in the industry that Lynch Printing's liability will be limited to the quoted selling price of defective goods, without additional charge for special or consequential damage or as specified. As security for payment of any sum due under the terms of an agreement, Lynch Printing has the right to hold and place a lien on all client property in Lynch Printing's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the client is liable for all collection costs incurred.