



**Standard Terms and Conditions  
For Domestic Sale of Products**  
Effective December 2014

**Quotations and Orders**

**Quotations.** Quotations are effective for 30 days, unless otherwise agreed to in writing by Holmberg. Prices quoted exclude shipping, delivery and taxes.

**Orders.** Minimum order of \$100, unless otherwise agreed to in writing by Holmberg. All orders are subject to the detailed specifications of the Holmberg Written Order Acknowledgement that has been or will be provided via hard copy, fax or email.

**Order Cancellation.** Should customer cancel an order, customer will be billed for non-recoverable time and material and an order cancellation charge, with a minimum charge of \$100, unless otherwise stated by Holmberg.

**Credit & Payment**

**Payment Terms.** Payment terms are net 30 days for customers with approved credit. Approved credit is determined by Holmberg in its sole discretion.

**Payment.** Payment may be made by company check or wire transfer. Payment at the time of shipment may be made by credit card. Credit card fees may apply on any credit card payment. Contact the Holmberg credit department for detailed information on each of these payment methods.

**Past Due Balances.** Finance charges of 1.5% per month (18% APR) may be applied to past due balances or such lesser amounts permitted by law. Customer will also be responsible for collection costs (including attorneys' fees) we incur to collect past due amounts.

**Delivery & Shipping**

**Freight.** Unless otherwise agreed to in writing, freight is FOB Holmberg.

**Title and Risk of Loss.** Title and risk of loss for product shipped passes to the customer at the time of shipping, or when product is picked up at Holmberg.

**Partial Shipments.** Prices are based on delivery of the complete order in a single shipment. Pricing for custom orders are based on continuous and uninterrupted production with no inventory or storage. Holmberg reserves the right to make partial shipments.

**Quantity Shipped for Custom Orders.** Custom orders are shipped with the overs or unders allowance specified in the Written Order Acknowledgement.

**Shipment Dates.** Shipment dates are estimates only. Delays due to uncontrollable events do not constitute default.

**Custom Printing and Converting**

**Proofs.** Artwork, press or product proofs will be provided to the customer to verify custom printing and converting specifications, at a price noted in the quotation. Customer delays in reviewing and approving proofs may result in additional charges for non-recoverable machine time and may result in delays to the shipment date.

**Order Changes.** Should customer request changes to specifications, customer will be billed for non-recoverable time and material and an order change charge. Customer changes may result in delays to the shipment date.

**Make-Ready Materials.** Custom printing and converting materials, such as artwork, type, and plates and custom printing and converting work such as sketches, copy, and dummies supplied by Holmberg remain the exclusive property of Holmberg. Holmberg shall have no obligation to retain or return materials provided to Holmberg if return has not been requested within three months after the delivery of the goods.

**Color Matching.** Due to differences in equipment, paper, inks and other conditions, a reasonable variation in color between the sample and completed job is normal and should be expected.

**Intellectual Property Violations.** Customer shall indemnify Holmberg for claims, actions, liability, damages and penalties arising from intellectual property right violations arising in connection with Holmberg's use in customer's project of materials or information provided by customer.

### Customer Furnished Materials

**Furnished Materials.** Materials furnished by the customer, including paper, must be pre-approved for Holmberg's process, and should be properly packed, free from dirt, torn sheets, bad splices, etc., and of proper quality for converting and printing. Customer must include purchase order number and mark furnished materials with exact counts. Holmberg should be notified in advance of anticipated delivery dates of furnished items. Additional costs or delayed production due to improper packaging or quality will be charged to customer. In cases where a mill or supplier claim is involved, it is customer's responsibility to submit the claim. Holmberg is not responsible for defects caused by materials supplied by the customer.

**Insurance.** Holmberg will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on customer furnished materials while in Holmberg's possession. Holmberg's liability shall not exceed the amount recoverable from such insurance.

### Defects & Claims

**Claims.** Any claims, including for defects, damage and shortages, must be made within 30 days from date of shipment from Holmberg.

**Reports of Defects.** In the event a product is believed to be defective, the following shipment information must be provided to Holmberg: invoice number and date, lot numbers from packaging, description of the problem, and quantity involved. Holmberg may request samples and additional information. Upon review, Holmberg will determine disposition of the product and appropriate remedy.

**Returned Goods Policy.** Customers may request the return of standard item, stocked product. Should Holmberg agree to accept the return of standard item, stocked product, a return authorization number will be issued. The product must be returned freight prepaid within 10 days after the issuance of the return authorization number, must arrive in salable condition, and must reference the return authorization number on all shipping paperwork. A restocking charge of 20% will apply, with a minimum of \$50. Holmberg will not accept returns after 90 days. Custom made products may not be returned.

**DISCLAIMER.** EXCEPT AS SET FORTH IN WRITING SPECIFICALLY REFERENCED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF HOLMBERG, HOLMBERG MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE TO BE PERFORMED OR GOODS TO BE PROVIDED. ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND WAIVED.

**LIMITATION OF LIABILITY.** HOLMBERG SHALL HAVE NO LIABILITY TO ANY PERSON OR ENTITY FOR, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL REMEDIES AND DAMAGES RELATING TO INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL HOLMBERG'S LIABILITY FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE GOODS.

### Governing Terms

**Agreement.** The transactions between Holmberg and customer shall be governed by the Written Order Acknowledgement issued by Holmberg and these Standard Terms and Conditions. Such documents are the sole and complete agreement between Holmberg and customer and supersedes all prior oral and written understandings with respect to the subject matter in the Written Order Acknowledgement. Holmberg expressly rejects the terms of any other communications by customer except to the extent they reference the Written Order Acknowledgement and are signed by an authorized representative of Holmberg. Neither Holmberg's delivery of the goods or services nor any other action at any time on the part of Holmberg shall constitute acceptance of additional or different terms. Any modification or waiver to these terms must be in a signed writing.

**Governing Law.** The validity, performance and construction of the transactions between Holmberg and customer shall be governed by the laws of the State of Minnesota, without application to choice of law considerations.