



201 North Ocean Drive  
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## Terms of Sale

### 1. QUOTES / ORDERS

Prices and terms on Quotes and Orders are valid for 30 days from date of issuance and are based on the accuracy of the specifications provided by the client.

### 2. PAYMENT TERMS

Standard payment terms are 50% deposit with the order and balance due prior to shipping including shipping costs. Terms can be changed without prior notice and during the process of an order if the conditions upon which terms were extended have changed. Interest on overdue accounts will be charged at the rate of 1.5% per month. If payment is not made timely, the customer is liable for all collection costs incurred.

### 3. CANCELLATIONS

By signing the order, the customer authorizes CardUSA to purchase materials and start the work. A minimum of 15% of the order, but no less than \$250, and up to the full order amount may be charged in case of cancellation, to compensate for press time booked and work already carried out.

### 4. PROJECT DEVELOPMENT OWNERSHIP

Sketches, copies, designs and all other creative work and material developed and furnished by CardUSA are CardUSA's exclusive property. Card USA must give written approval for all use of this work and for any derivation of idea from it.

### 5. ARTWORK

Customer should provide all artwork elements timely and in accordance with CardUSA's latest technical specifications, which are available on request.

CardUSA is not responsible for accidental damage or loss to media supplied by the customer. Customer should keep originals and/or have copies of all materials.

Additional fees at prevailing rates will be charged for conversion, translation, editing or programming performed on customer-supplied files as well as for customer design error, change of mind or multiple alterations generating more graphic work than originally quoted.

### 6. PROOFS

Card USA, Inc. will submit to the customer a proof of the job to be produced. Client shall determine conformity of text and design to be printed and return a signed copy with any corrections noted thereon within forty-eight (48) hours.

Proofs will be submitted unless otherwise requested in digital Acrobat PDF format. CardUSA is not responsible for any errors, omissions or extra cost relating to or arising from faults in electronic transmission (telephone, facsimile, email).

Because of difference in equipment, screen calibration, materials, ink and other conditions between color proofing and production pressroom operations, a variation in color between color proofs and the completed job is to be expected. When variations of this kind occur, it will be considered acceptable performance. For more accuracy the customer should require at additional cost a match-print or equivalent and/or PMS Color printing. The customer understands that all sketches, copies, tests, and mock-ups shown to the customer are intended only to illustrate the general type and quality of the work and not to represent the actual work performed.

It is the customer's responsibility to check in detail all the aspects of the proofs submitted and return them signed with the mark "Approved" or "Not Approved". Any revision or cancellation of a proof should be made in writing and customer should seek an acknowledgement from Card USA to avoid mistakes. Card USA assumes no responsibility for errors if the work is done in accordance with an approved proof. Customer is responsible for any undetected error on a proof, even when resulting from an alteration or omission done by CardUSA.

### 7. PRESS PROOFS & COLOR PROOFING

When possible a press sheet can be submitted for the customer's approval if he is present at the press during make-ready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged.

### 8. OVERRUNS OR UNDERRUNS

OVERRUNS or under-runs will not exceed 10 percent of the quantity ordered unless otherwise specified. Card USA will bill for actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation and/or order.

### 9. CUSTOMER'S PROPERTY

Card USA will only maintain fire and extended coverage on property belonging to the customer while the property is in Card USA's possession. Card USA's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested and at customer's expense.

### 10. SHIPPING & DELIVERY

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. factory. CardUSA will charge for any change in the original shipping specifications and for storage when the delivery is held at customer's request or because of delay in payments or information to be supplied by customer.

Responsibility for product passes to the customer upon pick-up from the factory. Card USA is not responsible for any damage occurring during and after transportation, which could be covered by insurance at customer's request and expense.

All products remain CardUSA's property until full payment is received. CardUSA can place a lien or claim back products that have not been paid in full without releasing the customer from its obligations even if such products have been delivered to a third party.

CardUSA will bill customer for shipping including mark-up and handling fees. Shipping is an integral part of the order and should be paid according to the agreed terms. CardUSA will have no responsibility of payment to carriers when products are shipped under customer's account.

Customer should inspect deliveries for any damaged, poor quality or missing product and should report it immediately to CardUSA to preserve any rightful claim with the transporter or manufacturer.

Claims for defects, damages or shortages must be made by the customer in writing no later 48 hours after delivery. Otherwise the customer acknowledges that CardUSA's performance has fully satisfied all terms, conditions, and specifications.

### 11. PRODUCTION SCHEDULES

Production schedules will be established and followed by both the customer and CardUSA. The customer shall, within a maximum of ten (10) days following the order, furnish CardUSA with all elements necessary to process and complete the order. In the event that the customer does not adhere to production schedules or does not meet the payment agreement, production and shipping dates will be subject to modification.

Schedules are expressed in business days and count from the next day after reception of the signed order, deposit payment and Proof approval. Delivery or shipping should mean ready for pick-up on factory docks. There will be no liability or penalty for delays in production or shipping due to causes beyond the control of CardUSA.

### 12. CLAIMS, LIENS

As security for payment of any sum due under the terms of an agreement, CardUSA has the right to hold and place a lien on all customer property in CardUSA's possession.

### 13. LIABILITY

CardUSA's maximum liability, whether by negligence, error, or otherwise, will not exceed the return of the amount invoiced for the defective portion of the work. CardUSA should be provided the option to replace or repair the product within a reasonable time. Under no circumstances will Card USA be liable for special, individual, or consequential losses or damages.

### 14. INDEMNIFICATION

The customer agrees to protect CardUSA from economic loss and any other harmful consequences that could arise in connection with his work. This means that the customer will hold CardUSA harmless and save, indemnify, and otherwise defend it, its officers, suppliers and affiliates against claims, demands, actions, and proceedings on any and all grounds.

**Copyrights, Trademarks & Patents.** The customer also warrants that the subject matter to be produced is not copyrighted or patented by a third party. The customer 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 customer further warrants that no copyright or patent 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 CardUSA, its officers, suppliers and affiliates harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright or patent infringement involving the work produced or provided.

The customer also 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. CardUSA reserves the right to use its sole discretion in refusing to print.

### 15. TAXES AND DUTY

All amounts due for taxes, duties and assessments may be added to the invoice and are the responsibility of the customer. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the order. 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 CardUSA for any additional taxes paid.

### 16. ADVERTISING

Unless the customer specifically and previously objects in writing, CardUSA may use any work developed or produced for advertisement purposes. In addition CardUSA shall be allowed to print on the work in small fonts, cardusa.com and a phone number in order to further market its services.

### 17. FLORIDA LAW AND VENUE

This contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida. If any action, suit or proceeding is instituted as a result of any matter or issue affecting this contract, the parties hereby designate Broward County, Florida, as the proper jurisdiction.

### 18. SEVERABILITY

The invalidity or unenforceability of any particular provision of these terms shall not affect the other provisions hereof, and this contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

### 19. NON DISCLOSURE / NON COMPETE

CardUSA may disclose in the course of the relation with the customer, proprietary information and suppliers' identity. Such information should be kept confidential. Due to the significance of the savings provided by CardUSA, the Customer agrees that he will neither directly pursue any business or professional ties with suppliers presented or used by CardUSA, nor will he directly or indirectly solicit the employment of any person who is an employee of Card USA, unless previously submitted to, and approved in writing, by a CardUSA officer, for at least 12 months after the business ties have ended.