



Alabama A. & M. University Printing Trade Customs



Based on Trade Customs adopted by Printing Industry of North America

1. **Quotation**—A quotation not accepted within 30 days may be changed.
 2. **Orders**—Canceled orders require compensation for incurred costs and related obligations.
 3. **Experimental Work**—Experimental or preliminary work performed at customers request will be charged to the customer at the providers current rates. This work cannot be used without the provider's written consent.
 4. **Creative Work**—Sketches, copy, dummies, and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.
 5. **Accuracy of Specifications** —Quotations are based on the accuracy of the specifications provided. The provider will quote a job at the time of submission if copy film, tapes, disks, or other input materials don't conform to the information on which the original quote was based.
 6. **Preparatory Materials**—Art work, type, plates, film negatives, positives, tapes, disks, and all other items supplied by the provider remain the provider's exclusive property.
 7. **Electronic Manuscript or Image**—It is the customers responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's 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 customer-supplied files will be charged at prevailing rates.
 8. **Alterations/Corrections**—Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.
 9. **Prepress Proofs**—The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a proof marked "O.K.," "O.K. with corrections," or "Revised proof required" and signed by the customer. Until this proof is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:
 - proofs are not required by the customer;
 - the work is printed per the customers O.K.;
 - requests for changes are communicated orally.
 10. **Press Proofs**—Press proofs will not be furnished unless they have been requested in writing in the providers quotation. A press sheet can be submitted for the customers approval as long as the customer 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 at the providers current rates.
 11. **Color Proofing**—Because of the 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.
 12. **Over-runs or Under-runs**—Over-runs or under-runs will not exceed 5 percent of the quantity ordered. The provider may 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.
 13. **Customer's Property**—All customer's property will be handled and stored only at the customer's risk, and such handling and storage may be charged for at current rates.
 14. **Delivery**—Unless otherwise specified, the price estimated is for single shipment, F.O.B. plant. All proposals are based on continuous and uninterrupted delivery of the completed order. An additional charge will be made for special packaging and handling.
 15. **Production Schedules**—Production schedules will be established and followed by both the customer and the provider. 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, 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.
 16. **Customer-Furnished Materials**—Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer, or by the provider at the provider's current rates.
 17. **Outside Purchases**—Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer are chargeable.
 18. **Terms/Claims**—Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the providers performance has fully satisfied all terms, conditions, and specifications.

The provider's liability will be limited to the quoted selling price of defective goods, without additional liability for special or consequential damages.
 19. **Indemnification**—The customer 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 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.
 20. **Storage**—The provider will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials may be stored for an additional period at additional charge. The provider is not liable for any loss or damage to stored materials beyond what is recoverable by the provider's fire and extended insurance coverage.
 21. **Telecommunications**—Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.
- A. Copyrights**—The customer also warrants that the subject matter to be printed is not copyrighted 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 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.
- B. Personal or economic rights**—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. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider: promptly notifies the customer of the legal action; gives the customer reasonable time to undertake and conduct a defense.
- The provider 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.

Digital Files

When providing digital files, you must include:

1. platform/software/version information
2. font files, if other than our standard type library
3. source files for graphics and photos
4. composite hard-copy lasers taped into a folding dummy (This is not necessary for straight-forward, multiple-page newsletters; but it is necessary for folded brochures and multiple-panel publications.)
5. Separated lasers for multiple-color jobs; marked for color breaks, knockouts, overprints, and any special instructions.

Print specs (size/number of pages) must match the laser output.