

# Terms and Conditions

## USER CONTRACT

Welcome to West Coast Graphics. PLEASE READ THESE TERMS & CONDITIONS CAREFULLY. BY ACCESSING THIS WEB-SITE, YOU AGREE TO BE BOUND BY THE TERMS & CONDITIONS STATED BELOW. IF YOU DO NOT AGREE TO THE TERMS & CONDITIONS STATED BELOW, PLEASE DO NOT ACCESS THIS WEBSITE. West Coast Graphics collectively referred to herein as “West Coast Graphics”, reserve the right to change, modify or amend these terms and conditions without notice. For this reason, we encourage you to review these Terms and Conditions whenever you use this site.

## PRODUCTS and SERVICES

Products and services provided by West Coast Graphics are for your personal use only. You agree to abide by these terms of service and not to use these products and services or related messages for any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

## ORDER RESPONSIBILITY

The customer is fully responsible for final proof and layout approval prior to the printing process. Any jobs that have been approved and/or sent to press cannot be altered or changed due to the nature of the printing process, and no refund will be given.

West Coast Graphics, or its subsidiaries collectively referred to herein as “West Coast Graphics”, shall NOT be LIABLE for errors in a final product caused by any of the following reasons: Misspelling, Graphics, Bleeds, Grammar, Damaged Fonts, Punctuation, Wrong Cuts, Incorrect or Missing Folds, Die Lines, Crop Marks, Transparency, Overprint, Cracks on Folds, Finished Product Size, Poor Orientation or Alignment.

## PROOFS

An online proof will be available for your review after you have uploaded your files. We strongly urge customers to check the electronic proof of their artwork before submitting the order. No job will be sent to press without your approval.

An online proof is NOT an accurate color reproduction of your final printed piece but is the final opportunity for you to check the layout, bleeds, crops and final text. Electronic proofs do not show transparency and over print issues. They also do not show the color change from RGB or Pantone to CMYK. Therefore, West Coast Graphics will not be liable for color variation between the proof and the printed product. We will try our best to match the colors of the proof and the printed product but please understand that color variation differences are

inherent inconsistencies of the printing process and we will not be held responsible for it. It is the customer's responsibility to determine if the job is color critical.

The proof should be checked by you against the original file for possible errors in layout, copy, spacing, punctuation or image placement. You, the Customer are fully responsible for all that is contained in the final approved proof, so please make sure you review it thoroughly.

## ARTWORK

Under these Terms and Conditions, you agree that you will NOT upload any artwork files consisting of the following material: offensive, indecent or improper material, any material that could give rise to any civil or criminal liability under applicable law; and any material that could infringe rights of privacy, publicity, copyrights or other intellectual property rights without the permission of the owner of these rights and the persons who are shown in the material if applicable. We will refuse an order, which in our opinion may be illegal in nature or an infringement on the rights of any third party. You accept full legal liability for the content of material processed and printed on your behalf and under your instructions. We reserve the right to refuse an order without disclosing a reason.

## Art Resolution Requirements

All artwork, designs and images must be provided in minimum of 300 DPI and CMYK color mode. West Coast Graphics is NOT RESPONSIBLE for images printed as fuzzy, distorted or pixilated due to low resolution artwork provided by the customer, especially if it is approved by the customer already. West Coast Graphics is also not responsible for any color shift that occurs in conversions from RGB to CMYK color modes.

## Color Accuracy

Our prepress department checks all submitted artwork files before printing, but you are still 100% responsible for the accuracy of your print-ready artwork files, and we encourage you to proofread all files carefully before submitting to West Coast Graphics. West Coast Graphics is not responsible for any issues as to orientation or alignment of the pages of your submitted documents. By submitting the artwork to West Coast Graphics, you certify that you have the right to use the image(s) in your artwork files. DO NOT send any "one-of-kind" transparencies, prints or artwork. Although we take every precaution to safeguard your materials, we are NOT responsible for loss or damage of images or artwork. West Coast Graphics is also not responsible for any color shift that occurs in conversions from RGB to CMYK color modes. For submitted artwork, please use CMYK color codes for best printing results.

Color critical jobs require a dedicated run where the press is calibrated specifically to that run and job rather than a gang-run with other print jobs.

## Bleed and Margin Requirements

Since cutting cannot be guaranteed to be exactly in the same place for a large quantity of print products, you must stretch the background (if there is one) 0.125 inch outside of the trim line on each side (this is called a “bleed”) and place all critical elements (text, images, graphic elements, logos, etc.) 0.125 inch inward on each side from the trim line. Anything left too close to the trim line within 0.125 inch inward or 0.125 inch outward may be cut. Please allow for a cutting tolerance of 0.250 inch. We recommend no borders due to shifting in the cutting process because they may appear uneven.

## Two-Sided Artwork

Customers must upload artwork so that the two sides (front and back) of the finished product back up correctly. For flat, folded and die-cut work, excluding bound products, all pages are backed up head to head (top of the proof on one side lines with top of proof on other side). The head of one side backs up to the head of the other page on two sided work. West Coast Graphics recommends that you always print the proofs and back them up head to head to make a folding model to ensure that your artwork is set up properly, please do this BEFORE you submit the front-side and back-side artwork.

## Bound Jobs

Our automated systems require that art is uploaded as a single, multi-page PDF file. Page sorting is the same as when viewing your book; for example: 28-page booklet or calendar PDF: page 1 = outside front cover; page 2 = inside front cover; page 3-26 = subsequent pages; page 27 = inside back cover; page 28 = outside back cover. West Coast Graphics will not be able to proceed with your bound product order unless these requirements are met.

## Black Ink

Full color jobs that contain large solid areas of black ink should have the black set up as CMYK black (40, 20, 20, 100). West Coast Graphics will not be liable for printing a consistent, solid and rich black if artwork is not set up to this specification (rich black should not be used for text because it may cause registration problems).

## Customer Content

All information, data, text, photographs, graphics, messages or other materials are the sole responsibility of the person from which the content originated. By uploading your text and artwork you, the customer, agree to be held entirely responsible for all the content that you send, upload, transmit, or post to West Coast Graphics. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content.

West Coast Graphics does not control the content provided by customers and does not guarantee the accuracy, integrity or quality of the Content. Under no circumstances will West Coast Graphics be liable to you in any way for any content you may be exposed to that you may find offensive, indecent or objectionable.

You acknowledge that West Coast Graphics does not pre-screen content, but that we have the right (but not the obligation) in our sole discretion to remove any content that violates the terms of service or may otherwise be objectionable.

You further acknowledge and agree that West Coast Graphics may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of service; (c) respond to claims that the Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of West Coast Graphics, its users and the public.

## PAYMENT

All prices and amounts given on West Coast Graphics are in U.S. Dollars (USD), unless otherwise noted.

If a customer purchases any products or services at West Coast Graphics, the customer agrees to fully pay for all charges, including taxes and shipping/handling fees, by credit card or with an approved payment method BEFORE we complete an order. We will not start working on a print job until we have received the full payment.

Once a print job has been approved by the customer, no changes are allowed to the artwork files, job characteristics, or printing turnaround time. After a print job has been sent to our prepress department, the customer is responsible for paying the entire amount of that print job along with applicable taxes and shipping/handling fees, unless otherwise agreed upon in advance.

## Sales Tax Policy

West Coast Graphics charges Florida State Sales tax based on all orders unless you are tax exempt. If you are tax exempt, you need to send or fax to us your tax exemption certificate at the time of order.

## Job Cancellation & Printing Downgrade

A processing fee equal to 15% of the total order amount (minimum of \$15) will be charged for each job cancellation and printing downgrade (downgrade in quantity, paper stock, and shipping) if it is requested BEFORE it is sent to the press. Once an order has been sent to the press and/or work has been started, the job CANNOT be changed (job cancellation and printing downgrade not allowed) and there will be NO REFUNDS.

## Refund Policy

All sales are final. Since we customize each order according to your file and exact specifications, no refunds will be given once West Coast Graphics starts working on your order. Usually, work will begin on your job as soon as we have received your files and payment. In the event that we have not started working on a specific order or it has not been sent to the press yet, we may allow a partial refund subject to the cancellation processing fee referenced in the paragraph above. However, any labor hours (proofs, graphic design, etc.) or administrative fees (credit card fees, etc.) will be subtracted from your refund. We will not accept any refund requests after 7 days from the date you placed the order.

## Limit of Liability

Customers must notify West Coast Graphics within 30 business days of the date of delivery or date of pick-up of any defects discovered in the printed product. 100% of the product must be returned to West Coast Graphics at the customer's expense within 30 days from the date of delivery or date of pick-up. If we accept the claim as valid, West Coast Graphics will reprint the order and ship it back at no cost to the customer. Charges to rush print are non-refundable. West Coast Graphics assumes no liability beyond the price of your order.

Errors that we are not responsible for include, but are not limited to: Any spelling, graphics, grammar, punctuation, bleed, orientation/alignment, folding mistakes that are approved by the customer. We are not responsible for damaged fonts, wrong cuts, die lines, crop marks, transparency, overprint, cracks on folds, or finished product size because these inconsistencies are inherent to the printing process.

Each order placed through West Coast Graphics is a contract between the customer making the order and West Coast Graphics. The fact that you have made an order on behalf of a third party does not absolve you of liability to West Coast Graphics. Any decision by a third party not to accept printed items or to cancel the order with you does not affect your liability to West Coast Graphics.

## TURNAROUND TIME

Turnaround time on printing orders begins once full payment has been received for your order, AND your print-ready files have been uploaded to your account, attached to your printing job, and approved for printing.

For printing jobs that do not have complete digital source files provided or have submitted files that are not print-ready (and causes a delay), printing turnaround begins when we have your print-ready file(s), not from when the order was first submitted.

All turnaround times are based on business days and office hours: Monday through Friday 9am - 6pm Pacific Standard Time (PST), excluding all national and federal holidays.

All jobs with standard turnaround times submitted and approved before 9am PST on any given working business day will begin production (day 1 of turnaround time) that day. If the order is submitted and approved after 9am PST on any business day, the job will begin production (day 1

of turnaround time) the following business day. If the job is submitted and approved on a weekend, the job will begin production on the next business day.

The estimated production turnaround on this site is based on the typical number of hours or days that a print job requires to complete under normal circumstances, excluding Saturdays, Sundays and holidays. West Coast Graphics is closed Saturdays, Sundays and holidays, so these days are not considered when calculating printing turnaround time.

In addition, while Production Turnaround includes printing, cutting, and binding, it does not include mailing or shipping transit times. If you are having the order shipped, you should allow additional business days for delivery based on the shipping method you select.

Annual West Coast Graphics non-production dates: New Years day on January 1, Memorial Day on the last Monday in May, Independence Day on July 4, Labor Day on the first Monday in September, Thanksgiving on the fourth Thursday & Friday in November, Christmas on December 25.

## Time-Sensitive Jobs

We will not refund a job based on turnaround time. If you have a time-sensitive job, please be sure to notify customer service. Cancellation of a job based on turnaround time is permitted ONLY if the Office Manager agrees to these terms in writing as a condition when the customer places the order.

### Low Quality Artwork

If we deem that submitted artwork is low-quality (i.e. low resolution) which will cause low quality prints, we may put your job ON HOLD until you re-submit and re-approve new artwork. This time is NOT INCLUDED in the turnaround time. Furthermore, the customer is 100% responsible if the artwork they submit is low quality, and in turn, the products produced are low-quality.

## Rush Options

For rush orders, orders and files must be submitted by 9:00 A.M PST (12 noon EST) for that day to count as the first day in the Turnaround Time. If you submit after 9:00 A.M. PST, the first day of the Turnaround Time will be the next business day.

## OVERPRINT and UNDERPRINT POLICY

We cannot guarantee that every order will be the exact number of items ordered.

We can only guarantee that the quantity printed will be within plus or minus 10% of the quantity ordered. If the order given is short an amount that exceeds 10% of the quantity ordered, we will prorate that credit for the next reorder.

## SHIPPING

No refund on shipping charges will be allowed on any job once it has shipped.

West Coast Graphics ships jobs via UPS or Fed Ex. Our responsibility is limited to preparing your printing order and delivering it to UPS or Fed Ex for delivery.

Once a package is shipped, West Coast Graphics is not responsible and will not be liable for late or damaged packages during the shipping process.

Please keep in mind that shipping transit time is based on the number of business days in transit and does not include weekends, holidays, or the day the package is picked up by UPS. Arrival dates are only estimates because they can be subject to unforeseen delays in transit.

West Coast Graphics is not responsible for any delays in shipping and we will not upgrade the shipping method to accommodate a missed estimated ship date. Customers may feel free to upgrade the shipping method before we ship at their own expense.

If a package is not delivered due to an error made by the customer in submitting the proper shipping address, West Coast Graphics will reship the package with corrected address and charge an additional non-refundable shipping/handling fee for the shipment.

## PRODUCT RIGHTS

West Coast Graphics reserves the right to show customers samples of any products we have printed and/or designed.

## RIGHT TO REFUSE SERVICE

West Coast Graphics reserves the right to cancel or otherwise refuse print jobs it deems are obscene or offensive, including but not limited to pornographic materials. West Coast Graphics reserves the right to charge the customer for services rendered up to the point that the job was cancelled.

## GENERAL TERMS AND CONDITIONS

### Copyright Notice

You, the User, acknowledge that all content included on the West Coast Graphics website, including without limitation, the information, data, software, photographs, graphs, typefaces, graphics, images, illustrations, maps, designs, icons, written and other material and compilations are intellectual property and copyrighted works of West Coast Graphics, Inc. and/or its subsidiaries (referred to herein as West Coast Graphics, Inc.) or the copyrighted property of parties from whom West Coast Graphics, Inc. has licensed such property, without the written consent of West Coast Graphics, Inc. and/or its various third-party providers. It is strictly prohibited to use, copy, reproduce, republish, upload, post, or transmit any content to or from the West Coast Graphics Website, in all forms, media and technologies. It is also

prohibited to use any robot, spider, or other automatic device, or manual process to monitor or copy our Web pages or the content contained therein without prior written permission of the owner.

You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify any trademarks, service marks, or logos (including words, names, and designs) that are not owned by you or licensed to you onto materials and merchandise to be printed with West Coast Graphics printing services. You shall not use unlicensed copyrighted materials from photographers, artists, publishers, composers, writers, and other authors of original works where the copyright owner's exclusive rights prohibit the reproduction of any original work. West Coast Graphics policy strictly prohibits the use of explicit language or pornography on printed materials and merchandise.

## Governing Law

West Coast Graphics is operated within and under the Laws of the State of Florida. As such, the laws of the State of Florida will govern the Terms of Use of this Website and any business conducted thereby. If you choose to access our site, you also agree to do so subject to the Laws of the State of Florida. We make no representation that our website or other services are appropriate, legal or available for use in other locations. You consent to the exclusive jurisdiction and venue of the courts located in Orange County, Florida for all disputes arising out of or relating to the Terms and Conditions and use of this Site.

The user assumes all knowledge and understanding of applicable law and is responsible for compliance with any such laws. Users may not use West Coast Graphics's services to transmit any material that violates applicable state, federal, or international laws, regulations or other government requirements in any way.

## Indemnification

You agree to defend, indemnify and hold harmless West Coast Graphics, West Coast Graphics, Inc., their employees and affiliates against any and all claims, damages, legal fees, costs and expenses arising from or related to your use of the Site or related to customer-submitted content. You also certify that you own rights to or have a license for the content or image(s) being used in your order.

## Transfer of Title

Once West Coast Graphics ships the order, the customer agrees that ownership and responsibility of the printed products transfer to the customer. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

For any product that is to be provided to the customer in an electronic format, the customer agrees that delivery of such product shall be deemed to have occurred at the time we transmit the product via email or other electronic communication addressed to the customer.

## Disclaimer of Warranties

West Coast Graphics makes no representations or warranties of any kind, express or implied, regarding the use or the results of the use of this Website in terms of correctness, accuracy, reliability, etc. to the fullest extent permitted by applicable law. West Coast Graphics also will not be liable for any interruptions in the availability or use of this Website.



## Limitation of Liability

In no event shall West Coast Graphics, Inc., its vendors, employees, or affiliates be liable for any injury, death, loss, claim, accident, delay, or any other direct, indirect, consequential, or incidental damages resulting from loss of use, data or profits, arising out of or related to this Website, or the information contained within it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if we have been advised of the possibility of such damages. In no event shall West Coast Graphics or West Coast Graphics, Inc. be liable for any damages or consequences arising from or related to your inappropriate or unauthorized use of the Site or its content.

## Attorney's Fees

If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

## Email Notifications

By creating an account or purchasing an order through West Coast Graphics, you agree to receive emails related to the status of your account or purchase order, including job status changes, job shipment, or job related warnings such as delays or art issues. You cannot unsubscribe to these emails because they are necessary to facilitate communication between West Coast Graphics and its customers.

You agree to promptly update your membership or registration information (if applicable) in order to keep it current, complete and accurate. West Coast Graphics is not responsible for email notifications that are redirected or not received in the inbox due to an incorrect email provided by the customer, or customer's email filter settings that do not allow acceptance of our emails, or any other technical difficulties beyond our control.

E-mail notifications are provided as a courtesy to the customer, however, it remains the customer's responsibility to check their "My Account" page or contact a Customer Service Representative for the status on their order.

## User Feedback

All comments, feedback, suggestions and ideas submitted, copied, or sent to our email address become and remain the exclusive property of West Coast Graphics. You relinquish all rights to such comments, feedback, suggestions, and ideas. These may be used and quoted by West Coast Graphics in any medium for any purpose anywhere without obtaining your consent. West Coast Graphics is not obligated to pay the person who commented any compensation for any of the comments submitted if we choose to publish the comments and the first name and first initial of the last name of the person who commented. You agree you will be solely responsible for the content of any comments you make.

## Terms of Agreement

The user understands and agrees to follow these Terms and Conditions, together with the Privacy Policy. This agreement is between the user, West Coast Graphics and it supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified unless in writing and available on this Site. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired and shall remain valid and enforceable to the maximum extent possible.