

## **General Terms and Conditions**

An estimate not accepted within thirty (30) days is subject to change. All prices are based on material and labor costs at the time of the estimate. Orders placed, verbal or written, cannot be cancelled except upon terms that will compensate AXIOM (the "Agency") for any charges incurred in reliance on the order.

Initial creative work, including but not limited to concepts, artwork, copywriting and all preparatory work developed by the Agency, shall remain its exclusive property, and any ideas or concepts developed therefrom shall not be used except as approved by the Agency and for which the Agency shall fairly be compensated as determined by the Agency. The Agency is providing its creative work only for this specific project and for no other projects. Should the client desire to obtain ownership of the Agency's creative work, the Client agrees to fairly compensate the Agency by paying a Buyout fee in an amount to be determined in the Agency's reasonable discretion. Upon payment of the said Buyout Fee, the Client assumes full ownership of the Agency's creative work in perpetuity for any and all uses.

Because of variations in equipment, processing, proofing substrates, paper, inks, pigments and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall not constitute ground for rejection of the Agency's work.

Any alterations in the original specifications shall constitute additional work. With the exception of one copy change allowed for any for any estimate, such additional work shall be billed at current rates. Any concept or copy changes must be made prior to production.

The agency and the Client shall be bound by production schedules as agreed to in writing, except for delays due to events of force majeure which are beyond their control.

The Client and not the Agency shall be responsible for any and all losses, expenses and damages, including court costs and legal fees, resulting from alleged or actual violations of copyrights or other intellectual or proprietary rights of any other person, and for allegations of defamation or invasion of privacy, arising because of information provided to the Agency by the Client. The Client agrees to defend, indemnify and hold the Agency harmless from and against any such allegations and/or violations and to be responsible for all costs relating to such allegations and/or violations. The Client shall notify the Agency in writing if any portion of any material or information provided by the Client is confidential.

The Client agrees to provide accurate and complete information and materials to the Agency which are necessary for the completion of the Agency's work. The Client guarantees that all such information and materials shall be owned by the Client and that the Client has all necessary rights to permit the Agency to use them for the project. The Client agrees to defend, indemnify and hold the Agency harmless from and against any and all damages, costs and expenses, including, without limitation, all court cost and legal fees incurred by the Agency, related, in any way, to Client's failure to provide accurate and complete information and materials to Agency or related to any information and/or materials delivered to the Agency which the Client either did not own or did not have all necessary rights to permit the Agency to use such information and materials.

Unless otherwise specified, any estimate quoted is for a single shipment, without storage, FOB at the Client's place of business. The Client shall be responsible for any applicable sales or use taxes in addition to the estimated charges unless the Client provides and appropriate tax exemption certificate or other evidence that tax exemption applies. Any right or title to the finished work, whether or not delivered, shall not pass to the Client until payment has been made to the Agency in full.

Payment to the Agency shall be within the terms stated on the reverse side and on the invoice. A finance charge of 1.5% per month (18% per annum) shall be applied on any balance which is unpaid thirty (30) days after the date of each invoice. The Client shall be responsible for collection costs and reasonable legal fees and related expenses for any amount with are not paid when due to the Agency.

The relationship between the Agency and the Client and the interpretation of these terms and conditions shall be governed by the laws of the State of Indiana.

The parties hereby agree and consent that the exclusive, proper and preferred venue of any claim or cause of action concerning this agreement shall lie in the Vanderburgh County, Circuit or Superior Courts, Evansville, Indiana, or in the United States District Court of the Southern District of Indiana for purposes of disputes concerning or arising under, and enforcement of this agreement.

**AXIOM**

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