

Rec'd \_\_\_\_\_ Due \_\_\_\_\_ TRM \_\_\_\_\_ J# \_\_\_\_\_



ORDER FORM — SUBMIT A SEPARATE ORDER FORM FOR EACH PRODUCT

ALL ORDERS ARE SUBJECT TO ACCEPTANCE AT PLANT — MIAMI, FLORIDA

Mail to: P.O. Box 699037
Miami, FL 33269-9037
Ship to: 1182 N.W. 159 Drive
Miami, FL 33169-5894
Phone: 1-800-624-8840 • 1-305-625-5388
Fax: 1-800-233-7990 • 1-305-625-8929
Web: www.dynacolor.com

SALES REPRESENTATIVE
# \_\_\_\_\_
Telephone: ( ) \_\_\_\_\_
FAX: ( ) \_\_\_\_\_
E-mail: \_\_\_\_\_

DATE OF ORDER \_\_\_\_\_
SHIPPING DATE (APPROX.) \_\_\_\_\_
P.O. # \_\_\_\_\_
SHIP VIA
[ ] UPS [ ] FEDEX NEXT DAY [ ] FEDEX 2ND DAY
[ ] TRUCK [ ] OTHER

NOTE: No deliveries to P.O. Box

CUSTOMER # \_\_\_\_\_
(C.O.D. ORDERS MUST SHIP TO THIS ADDRESS)

SHIP TO: [ ] CUSTOMER [ ] SALES REPRESENTATIVE [ ] ADDRESS BELOW

BILL TO: \_\_\_\_\_
STREET: \_\_\_\_\_
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_
TELEPHONE: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_
E-mail: \_\_\_\_\_

NAME: \_\_\_\_\_
STREET: \_\_\_\_\_
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_
TELEPHONE: ( ) \_\_\_\_\_

[ ] NEW WORK [ ] REPRINT (Enclose Sample Of Previous Order) REPRINT JOB # \_\_\_\_\_ GROUP # \_\_\_\_\_

Table with 5 columns: QUANTITY, PRODUCT NUMBER, PRODUCT DESCRIPTION, SALE PRICE, DEPOSIT, BALANCE DUE COD

Brochures Only: An Additional Deposit of \$ \_\_\_\_\_ is Due with the Return of Proof.

SUB TOTALS
SALES TAX (Exemption certificate must accompany order if no tax is charged.)
SHIPPING
TOTALS\*

CUSTOMER MUST SIGN ORDER AND ANY ATTACHMENTS TO ORDER — LAYOUTS, COPY, SKETCHES. THIS ORDER IS SUBJECT TO THE TERMS, CONDITIONS, AND AGREEMENTS SET FORTH ON THE REVERSE SIDE OF THIS ORDER FORM — AND IF SO INDICATED, AUTHORIZATION IS GRANTED FOR CHARGE TO MY CREDIT CARD.

\* FINAL FIGURE TO BE ADJUSTED FOR Overage OR SHORTAGE NOT TO EXCEED 10%. ALL SHIPMENTS F.O.B. MIAMI, FLORIDA.

AUTHORIZED CUSTOMER'S SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_
AUTHORIZED CUSTOMER (PRINT NAME) \_\_\_\_\_
SALES REPRESENTATIVE'S SIGNATURE \_\_\_\_\_

CREDIT CARD CHARGE FOR: [ ] VISA [ ] MASTERCARD
NAME ON CREDIT CARD (PRINT) \_\_\_\_\_
CARDHOLDER'S BILLING ADDRESS \_\_\_\_\_
CARD NUMBER \_\_\_\_\_ (CVC or CVV2) EXP. DATE \_\_\_\_\_
CARDHOLDER'S SIGNATURE \_\_\_\_\_

CHECK IF PROOF REQUESTED: [ ] Digital Color [ ] Copy [ ] Blueprint\* [ ] Softproof\*
VIA: [ ] Overnite\* [ ] 2nd Day\* [ ] Fax: ( ) \_\_\_\_\_ [ ] Other Method\* \_\_\_\_\_ \*Additional Charges
SEND TO: [ ] Customer [ ] Sales Representative
Address if different than above \_\_\_\_\_
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

BINDERY INSTRUCTIONS: [ ] Fold to \_\_\_\_\_ x \_\_\_\_\_ [ ] Fold to # \_\_\_\_\_ [ ] 3 Hole Drill [ ] Perforate [ ] Score [ ] Other \_\_\_\_\_

FRONT
INDICATE LETTER CODE STYLE FOR PICTURE SIDE OF CARD
(See other side of order form for identification)
Otherwise sketch or attach special layout.
SHOW LAYOUT, TITLE, COLORS AND POSITION\*

BACK
INDICATE NUMBER CODE STYLE FOR ADDRESS SIDE OF CARD
(See other side of order form for identification)
Otherwise sketch or attach special layout.
CODE STYLE #1 SHOWN WILL BE USED UNLESS OTHERWISE INDICATED
ADB Company
1234 First Street
Anywhere, XY 12345
000-000-0000
Post Card
Bar Code Clear Zone — 4% x %

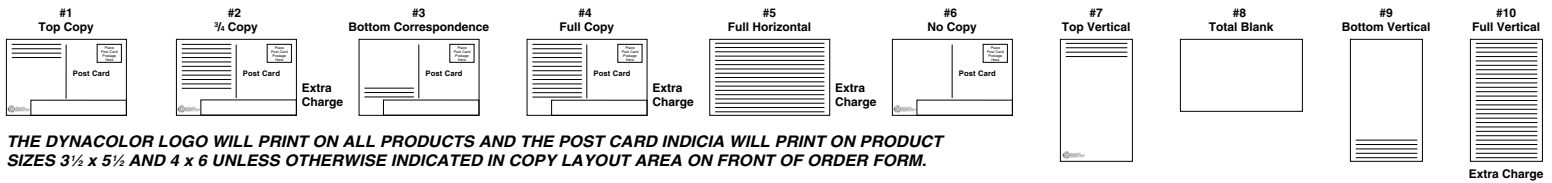
\* Show cropping on transparency sleeve or acetate overlay.

- [ ] DISK PROVIDED (Printouts required)
[ ] DISK WITH DIGITAL SEPS PROVIDED (Printouts required and Digital Color proof must be ordered)
[ ] CAMERA READY MECHANICALS PROVIDED (Additional Charges May Apply)
[ ] FILE SENT FTP (Name/Folder) \_\_\_\_\_
Enclose all repros and special layouts with order form.

Center Line on Post Card orders to read:

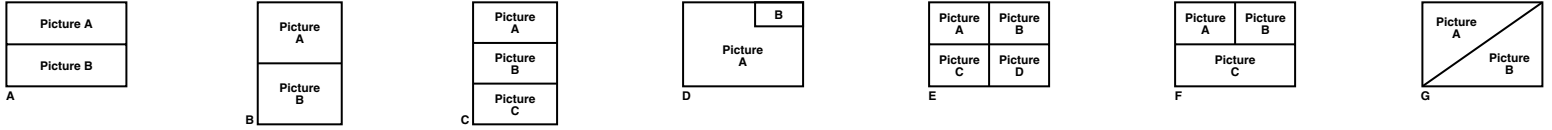
[ ] Copy attached on separate sheet (Type or Print Only)

## CHECK STANDARD COPY LAYOUT — OR SKETCH SPECIAL LAYOUT — INDICATE ON OTHER SIDE



**THE DYNACOLOR LOGO WILL PRINT ON ALL PRODUCTS AND THE POST CARD INDICIA WILL PRINT ON PRODUCT SIZES 3 1/2 x 5 1/2 AND 4 x 6 UNLESS OTHERWISE INDICATED IN COPY LAYOUT AREA ON FRONT OF ORDER FORM.**

### THESE ARE THE MOST COMMON MULTIPLE PHOTOGRAPH LAYOUTS — INDICATE WITH APPROPRIATE LETTER AND KEY PHOTOGRAPHS IN POSITION DESIRED



## TERMS, CONDITIONS, AND AGREEMENTS

The signature of the purchaser or authorized agent for the company responsible for payment must appear in the area designated, customer's signature, such signature shall consent to the following terms, conditions, and agreements.

Dynacolor® Graphics, Inc. will be known as the Seller and the customer will be known as the Purchaser.

Dynacolor Graphics, Inc. is not responsible for any agreement made by the Sales Representative which differs in any way from this order. It is expressly agreed that the Seller is not bound by any stipulation, representation, or agreement not embodied in this contract.

### 1. GENERAL CONDITIONS

Prices are F.O.B. Miami, Florida, transportation charges to be paid by Purchaser. Merchandise covered by this order will be specially made and this order shall not be subject to cancellation once it has been accepted by Seller, except on terms that will compensate the Seller against loss. The estimated shipping date time is not the essence of this agreement.

This order shall not be effective until acceptance thereof by Seller, Dynacolor Graphics, Inc., Miami, Florida. Acceptance by Seller may be either by notification to Purchaser or by commencing to produce work on the merchandise ordered.

Interest of 1% per month may be charged on all past due accounts at Seller's option. In the event that the services of an attorney are required, with or without litigation, to recover on this contract, the Purchaser agrees to pay the Seller its reasonable attorney's fees, costs and court costs, including but not limited to attorney's fees and costs incurred on appeal in addition to payment of full amount due, plus accrued interest. **In the event of litigation in regard to collection or any other dispute that may arise out of or in connection with this agreement, the parties hereto expressly agree and consent to the jurisdiction of the courts of the State of Florida, and further stipulate that Dade County, Florida will be the proper venue for the legal action.** This contract shall be governed by and construed in accordance with the laws of the State of Florida. Any amount owing, will become due immediately in the event of bulk sale, mortgage, bankruptcy, attachment or execution made by or against Purchaser, or in the event of refusal of Purchaser to accept from the carrier the merchandise ordered hereunder.

Sales and/or use tax — Dynacolor Graphics, Inc. is responsible for the collection of tax in the states of California, Florida, Louisiana, Mississippi, New York, South Carolina and Virginia. Collection and remittance of tax, if any, in other areas is the responsibility of the Sales Representative.

### 2. PREPARATORY WORK, ORIGINAL MATERIALS, AND ELECTRONIC MEDIA (Transparencies, Art Work, Disks, etc.)

Seller shall take reasonable care of transparencies, pictures, art work, original copy, tapes, disks, and other input materials, left in his possession, but Seller shall not be responsible for same as to loss or damage while in Seller's custody. In recognition of the foregoing and as a material inducement to Seller to enter into this agreement, Purchaser represents to Seller that Purchaser or the Sales Representative has duplicates of transparencies, pictures, art work, original copy, tapes, disks, and other input materials, in their possession.

The Seller is not responsible for the accuracy of furnished input or final output of electronic media supplied by the Purchaser. Until the media can be evaluated by the Seller, no claims or promises are made about the Seller's ability to work with jobs submitted in electronic format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize Purchaser-supplied files will be charged at prevailing rates.

Art work, sketches, copy, dummies, type, separations, tapes, disks, negatives, positives, lithographic plates, and all preparatory work created or furnished by the Seller shall remain their exclusive property, and no use of same shall be made nor may any ideas obtained therefrom be used, except by written permission of the Seller and upon compensation (if any) to be determined by the Seller.

### 3. REPRODUCTION RIGHTS AND INDEMNIFICATION

Purchaser warrants and represents to Seller that Purchaser is lawfully entitled to reproduce and copy the pictures and graphics ordered and has full authority to authorize Seller to reproduce and copy such pictures and graphics. Purchaser agrees to protect Seller, its officers, directors, agents, and employees, from economic loss and any other harmful consequences that could arise in connection with the work. This means that Purchaser will hold the Seller, its officers, directors, agents, and employees, harmless and save, indemnify, and otherwise defend Seller, its officers, directors, agents, and employees, against claims, demands, actions, and proceedings, including legal and attorneys' fees, on any and all grounds. This will apply regardless of responsibility for negligence.

Copyrights: Purchaser also warrants that the subject matter to be printed is not copyrighted by a third party. Purchaser 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. Purchaser further warrants that no copyright notice has been removed from any materials used in preparing the subject matter for reproduction. To support these warranties, Purchaser agrees to indemnify, defend, and hold the Seller, its officers, directors, agents, and employees, harmless for all liability, damages, and attorneys' fees that may be incurred as a result of any claims or demands alleging copyright infringement, including any legal action connected with copyright infringement involving the work produced or provided.

Seller reserves the right to use its sole discretion in refusing to print anything Seller deems illegal, libelous, scandalous, improper or infringing upon copyright law.

Unless otherwise stated in this contract, Seller reserves the right to use reproductions for purposes of display and other advertising purposes.

### 4. PROOFS

If the Purchaser desires proofs to be submitted, he shall initial the space marked "check if proof requested" on the front of this form. Corrections, if any, are to be made on "master set" returned marked "O.K." or "O.K. With Corrections" and signed with name or initials of person duly authorized to pass on same. If revised proofs are desired, request must be made when proof is returned. Seller is not responsible for errors if work is performed as per Purchaser's "O.K." or if changes are communicated verbally. Seller shall not be responsible for errors if the Purchaser has not ordered or has refused to accept proofs or has failed to return proofs with indication of changes or has instructed Seller to proceed without submission of proofs. Proofs must be returned in a reasonable period of time or at Seller's sole discretion, order may be cancelled and Buyer will be responsible for all charges for work performed to date.

Because of the difference in equipment, paper, inks and other conditions between color proofing and production operations, a reasonable variation in color between color proofs and the completed job shall constitute an acceptable delivery.

### 5. ALTERATIONS

Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and be supported with documentation upon request.

### 6. QUALITY

Dynacolor Graphics, Inc. will use its best efforts to produce a high quality reproduction reasonably close to the transparency, but does not warrant an "exact color" match. Merchandise covered by this order will be subject to reasonable variation from standard in color, quality and finish, in accordance with the trade customs of the printing industry. Purchaser will clearly mark transparencies for viewing side and desired cropping. When not done, Seller is authorized to use best judgment and will not be responsible for transparencies that have been reversed or the sleeve is not properly marked for front side before receipt by Seller.

### 7. SHIPPING INSTRUCTIONS

Purchaser shall clearly specify the shipping instructions for this order, and the transportation means by which shipment is to be made. Lacking explicit shipping instructions, Seller may use his best judgment in selecting transportation means. In such event Seller shall not be responsible for non-delivery nor for variations in shipping charges from what Purchaser may consider proper.

### 8. DELIVERY

Delivery dates are approximate, subject to the normal variations customary in the industry, and to the delays due to fire, strikes, equipment breakdown, inability to obtain materials, and any other circumstances beyond Seller's control. Such delays shall not serve to invalidate this order, nor to subject Seller to damages. Where date of shipment is specified in the order and for any reason it is not possible to ship on or before the date specified, Seller will use his best efforts to ship as soon as possible thereafter and Purchaser agrees to accept the merchandise when so shipped. Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Seller's place of business. Title for finished work shall pass to the purchaser upon delivery to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first.

Merchandise left in Seller's possession by Purchaser shall be held at Purchaser's sole risk and expense, and Seller shall not be responsible for loss or damage due to any cause.

### 9. OVERRUNS OR UNDERRUNS

As it is necessary to provide a reasonable allowance for spoilage in manufacturing merchandise ordered hereunder, it is ordinarily not possible to ship the exact quantity ordered. It is therefore agreed that Seller may ship up to 10% more or less than the quantity ordered which shall constitute acceptable delivery. Purchaser agrees to pay pro-rata for the actual quantity shipped.

### 10. CLAIMS

Claims for defects, damages or shortages must be made by the Purchaser in writing to Dynacolor Graphics, Inc., Miami, Florida within a period of fifteen (15) days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications. Seller's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including, without limitation, profits (or profits lost). As security for payment of any sum due or to become due under terms of any Agreement, Seller shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in printer's possession including work in process and finished work. The extension of credit or the acceptance of notes, trade acceptance or guarantee of payment shall not affect such security interest and lien.

Claims relating to shortages in shipment must be accompanied by a receiving report showing number, weight and contents of each package received. Purchaser's recourse for loss or damage in transit is solely against the carrier, but Seller will gladly assist Purchaser in filing any such claims.

The final decision on any claim will be based on whether, in Seller's opinion, (a) a "normal reproduction" loss has been made, and (b) the claimed defect affects the saleability or useability of the merchandise. In any event Seller's responsibility shall be limited to correction on the product merchandise, the replacement of the merchandise, or at Seller's option the allowance of credit therefore, in whole or part.