



Walton Press Service Agreement

1. Subject and Term of Agreement. This Walton Press, Inc. Service Agreement (the "Agreement") is made between Walton Press, Inc. ("WPI"), with a place of business at 402 Mayfield Drive, Monroe, Georgia 30655 and Customer. This Agreement, including all terms and conditions herein, shall govern all orders of services and/or materials from WPI. By submitting material to WPI for production, Customer expressly accepts all of these terms and conditions.

2. Quotations & Accuracy of Specifications. All quotations expire after 30 days. Quotations are based on the accuracy of the specifications provided. WPI reserves the right to re-quote a job should copy, film, tapes, disks, or other input materials not conform to the information on which the original quotation was based.

3. Payment Terms. Payment is due in full by certified funds with the placement of the order unless otherwise specified in the quotation. Customer will be assessed a service charge of \$35.00 for each check which is not honored. For each such check, Customer agrees to pay by cash or cashier's check, the amount of the returned check, plus the service charge, within five (5) days of notification of the dishonored check.

4. Price Adjustments. Except as provided below, prices for WPI's services and materials are set forth in the quotations provided. These prices are subject to modification as follows:

A. Prices may be adjusted by WPI to reflect additional costs resulting from changes in quantities or specifications. Any volume, trade or spot-buy discounts earned with respect to materials or services utilized by WPI, or for which WPI contracts on behalf of Customer in connection with WPI's performance under this Agreement, shall be and remain the property of WPI.

B. Manufacturing. For orders for services to be performed beyond one year from the date of quotation, WPI reserves the right to adjust prices each anniversary of the date of quotation to proportionately reflect any increase or decrease, since the date of quotation, in manufacturing costs which include labor costs, including state, federal, social security taxes or other taxes related to labor utilization, not to exceed the lesser of 3 percent (3%) or the change in the Consumer Price Index (CPI), published by the U.S. Department of Labor, Bureau of Labor Statistics for Atlanta, Georgia, over the previous year's CPI.

C. Materials and Supplies (other than paper) and Outside Sources. If at any time after an order is placed, WPI's cost of materials, supplies and/or outside sources utilized in connection with the order, including but not limited to film, plates, ink, adhesives, and energy or utilities, but excluding paper, shall increase or decrease, then WPI reserves the right to adjust the prices for materials other than paper in proportion to such increase or decrease, effective the date of the cost increase or decrease to WPI.

D. Paper. If at any time after an order is placed, WPI's purchase order cost of paper required in the performance of WPI's services shall increase or decrease, then WPI reserves the right to adjust the price of paper in proportion to such increase or decrease, effective the date of the change in WPI's purchase order cost.

5. Acceptance of Orders. All purchase orders shall be subject to WPI's acceptance. WPI reserves the right to reject an order for any reason.

6. Production Schedules. The Production Schedule shall be made a part of this Agreement, and any or all changes shall be in writing and signed by WPI. Work will be performed according to a detailed production schedule which will be mutually agreed upon. The pricing structure is based upon compliance with this schedule. Customer agrees to furnish and return promptly all copy, specifications, artwork, dummies, sketches, copies and other material necessary for the timely performance of work by WPI. Failure by Customer to comply with the schedule requirements may result in delay in delivery dates or additional charges for cost of accelerated production at regular overtime rates. Furthermore, any delay, failure or inability of WPI to perform the work that is caused by wars, fires, sabotage, floods, accidents, strikes, lockouts and other labor disputes, shortages, government laws, ordinances or regulations, serious equipment breakdown or inability to obtain materials, equipment or transportation shall be excused and in such event WPI shall not be liable to Customer or anyone else for damages (including loss of sales, revenues or profits).

7. Delivery/Title/Risk of Loss. Delivery shall be F.O.B. WPI plant. Title to finished and semi-finished work shall pass to Customer at the time the risk of loss for such work passes to Customer, unless otherwise stated, F.O.B. WPI's plant. WPI shall at all times,

both before and after fabrication, retain both title and possession to any tangible personal property purchased and used by WPI to produce and to complete Customer's work, including special printing aids. It is understood and agreed that such property includes, but is not limited to, printing plates, dies, film, negatives, flats and proofs.

8. Materials Furnished by Customer. Customer warrants that the paper and any other material furnished by Customer will be properly packaged and in proper condition to meet the standards of WPI. All such materials shall be and remain the property of Customer. Customer shall be responsible for all additional costs due to delays, impaired production or repair caused by or resulting from Customer's failure to provide appropriate materials. Customer agrees to pay WPI at its then current rates.

9. Electronic Manuscript or Image. It is Customer's responsibility to maintain a copy of any original files. WPI is not responsible for damage to media supplied by Customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by WPI, no claims or promises are made about WPI's ability to work with jobs submitted in digital format, and WPI assumes no liability for problems that may arise. Customer agrees to pay WPI for any additional translating, editing, or programming needed to utilize Customer-supplied files at prevailing rates.

10. Digital Proofs. WPI reserves the right to submit digital proofs for Customer's review and approval. In this event, Customer agrees to submit in writing all corrections desired and to return to WPI, within five (5) days from submission, such corrections on a "master set" marked "O.K.," "O.K. With Corrections," or "Revised Proof Required", as appropriate, and signed by Customer. Should Customer fail to so comply, Customer's approval shall be deemed given. WPI shall not be responsible for any production errors resulting from Customer's failure to comply herewith.

11. Press Proofs. Press proofs will not be furnished unless they are specified in writing in WPI's quotation. Any press time lost or alterations/corrections because of the Customer's delay or change of mind will be charged at WPI's current rates.

12. Color Proofing/Color Quality. Because of 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.

13. Alterations/Corrections. Alterations from original copy are subject to additional charges billable at current rates and subject to availability of labor and equipment. Presses standing awaiting approval of Customer will be charged for at current rate for the time so consumed.

14. Quantities. Variations in quantity of 2% over or under shall constitute satisfactory performance by WPI and acceptable delivery, and any excess or deficiency shall be charged or credited at the "additional thousands" rate set forth in the quotation.

15. Default. If Customer fails to pay all sums due under this Agreement, or otherwise fails to comply with any term or condition of this Agreement, WPI shall be entitled to: (a) suspend work until paid in full; (b) require payment in advance to cover further work; (c) collect interest charges of 1.5% per month on all sums due; and (d) all costs of litigation, including court costs. In addition, should Customer fail to pay WPI any sums due, and should WPI collect these sums through an attorney, Customer agrees to pay, as attorney's fees, the reasonable attorney's fees incurred in WPI's collection efforts, but in no event less than fifteen percent (15%) of the full amount due, including principal and interest. All rights of WPI hereunder are cumulative, but not exclusive, and WPI may at its option exercise any one or any combination of the forgoing in addition to exercising any other rights WPI otherwise has under law.

16. Lien on Customer Property. As security for payments of any sum or charges due or to become due under the terms of this Agreement, WPI shall have the right to hold and shall have a lien on all Customer property in its possession.

17. Indemnification. Customer warrants that none of the services or materials ordered, or artwork, specifications, or materials provided by Customer, infringes upon any copyright, trademark or proprietary right, violates any right of privacy of any person or will cause damage or injury to other persons or entities or otherwise constitutes a violation of any state or federal law or regulation. Customer shall indemnify and hold harmless WPI from all loss, cost, expense, damages, judgments, attorney fees and cost of defense on account of any claims, demands, actions and proceedings arising in connection with Customer's order or the services or materials to be provided by WPI thereunder or as a result of Customer's breach of any term or condition of this Agreement.

18. Warranties, Disclaimer of Warranties. Customer understands that all sketches, copy, dummies, and preparatory work shown to Customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed. WPI extends the following limited warranty: WPI warrants only that the services and materials will conform to the description contained in the quotation. Customer may return defective materials to WPI for appropriate credit.

Customer must comply with the return requirements of paragraph 19 below to receive this credit. **This warranty does not cover defects or loss or damage due to abuse, mishandling, alteration, accident, electrical current fluctuations, failure to follow operating, maintenance or environmental instructions, or failure to comply with the return requirements specified below. THERE ARE NO IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER EXPRESS WARRANTY OR GUARANTY, EXCEPT AS STATED ABOVE. Should WPI be liable to Customer for anything arising out of, or related to Customer's order of services or materials, or to the services or materials provided by WPI, Customer agrees that WPI's total liability shall not exceed the sums invoiced for the services or materials at issue. Customer understands that WPI IS NOT LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, NOR IS IT LIABLE FOR ANY LOST PROFITS WHICH CUSTOMER MAY CLAIM.**

19. Complaints. Customer must notify WPI in writing, within ten (10) days of delivery of the materials or invoicing, of any complaints with regard to the services or materials provided, including any claims of shortages, non-compliance, or an improperly filled order. (This notice must include a clear description of the complaint.) Customer's failure to do so will be deemed an acceptance of the services and materials and confirmation that Customer's order has been satisfied. All materials provided to Customer which Customer contends are non-conforming must be returned to WPI within ten (10) days of Customer's receipt of the materials.

20. Jurisdiction, Venue, Law. This Agreement has been negotiated in Georgia, is to be performed in Georgia, and is to be interpreted under the laws of Georgia. Any matter arising under this Agreement or any agreement whereby Customer purchases services or materials from WPI shall be decided in State or Superior Court of Walton County or Gwinnett County, Georgia or in Federal District Court for the Northern District of Georgia. Jurisdiction and venue of such matters are proper there, and Customer waives all rights to object to this jurisdiction and venue. All suits, claims, or counterclaims arising under this Agreement shall be brought within two (2) years of the date of the breach of any of the terms of this Agreement.

21. Storage. All material and property of Customer provided to WPI shall be stored with WPI at Customer's risk, and WPI shall not be liable for any loss or damage thereto caused by fire, water, leakage, theft, negligence, insects, rodents or any other cause, unless caused solely by the gross negligence or intentional acts of WPI. It is understood that the gratuitous storage of Customer's property is solely for the benefit of Customer.

22. No Assignment. This Agreement may not be transferred or assigned by Customer without the prior written consent of WPI.

23. Waiver. WPI's failure to insist in any instance upon strict performance by Customer of the terms and conditions contained herein shall not be construed as a waiver of any such terms and conditions.

24. Final Written Expression of Agreements. This Agreement, including all documents and exhibits referenced herein, represents the entire understanding between WPI and Customer; there are no other terms, promises, representations or expectations. The terms and conditions of this Agreement may only be modified in a writing signed by Customer and an officer of WPI.

25. Taxes. Unless Customer has previously provided WPI with a sales tax exemption certificate for Client's home state, Customer will be charged sales taxes. Customer understands that should Customer fail to qualify for, or lose its, tax exemption status, Customer will immediately provide WPI with written notification to this effect and shall pay WPI the sales taxes on all applicable purchases.

Rev. 1-3-19

Signature: _____

Date: _____

Name (Printed): _____

Company Name: _____