

## WARP SPEED PRINTING

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1. This is a quotation on the services named. This quote reflects the definitions and scope of services. Quotation hours are only estimated and may require additional billable hours. The Client will be notified in advance of any additional costs. Upon approval of this Quote by electronic mail reply, electronic signature, physical signature, or by any other clearly documented means, this quote will be binding as a contract to the services contained therein. No other services will be implied or performed outside the scope of the contract. Upon estimate approval, Client will be invoiced via email and invoice must be paid 100% in full before any production can begin. Failure to provide artwork or meet deadlines will be the responsibility of the Client and rush charges and fees may be assessed to complete the order. Client is responsible for all associated rush charge fees and they must be paid by credit card before the order can continue. Designer is not responsible for delays or losses arising from late payments or missed artwork deadlines. A reinstatement fee of 25% of the total project will be billed for projects placed on hold longer than 30 days. Clients requesting refunds on missed deadline orders are subject to a 10% fee plus processing charges.

2. Deliverables, and rights if applicable, will be made available to Client only upon receipt of final invoice payment. Client maintains no rights, holds, or attachments to Designer projects contained in the quote until final balance due is paid. Unless materials for project are provided by Client and are not bound from use by existing copyrights, all rights to work are owned by Designer, except for provided materials, and governed under such laws in accordance with local, state, federal, and applicable international laws and may not be altered, used for other projects, or transferred except by Designer unless Client purchases sole ownership to the rights of the work. Designer maintains the right to display completed projects in any media as part of Designer portfolio where said project is not deemed of a confidential nature. All designation of rights will be expressed in writing explicitly. No other suggested or implied rights are applicable.

3. Upon accepting, this quote becomes a Statement of Work and is subject to the terms and conditions contained within between the parties. Bounced checks, canceled payments, or chargebacks are subject to applicable fees as charged to Designer by the financial institution where fees were incurred. No Refunds will be issued on deliverables or design work performed as the nature of all work performed is custom order with the exception that a proven defect in deliverables can be shown that is not correctable by the manufacturer.

4. Designer will not under any circumstance use any provided designs, fonts, images, or media without clear proof of ownership from the Client for the rights to use those works. Statements of ownership to the media provided to Designer that are found to be false will be subject to forfeit of any deposits or monies paid towards project until such time that valid ownership can be shown. Files found on the internet, fonts, or other software programs may not be free for commercial use. Charges associated with the purchase of such medias will be the responsibility of the Client and must be paid through the Designer so that Designer has clear rights to use media. Designer will enforce U.S. Copyright Laws and Civil Laws regarding the use of others works without exception. Should any media found to be copyrighted or not in fair use after it's made a Deliverable, the Client assumes all legal responsibility for that media and agrees to hold Designer, its heirs, assigns, employees, and any other representatives and agents harmless from any liability from the use of the media.

5. Emunah Graphics LLC, DBA Warp Speed Printing, nor its designers or agents will be held responsible for client provided files that contain errors in design, spelling, or of any type, that are provided for printing without paying for a specific service to ensure the printability of said files. Clients have 3 business days upon receipt of domestic orders to report any material defects for replacement or alternate resolution of order and 5 business days for overseas orders.

6. Any legal conflict arising from work performed will be agreed upon that jurisdiction for such disputes resides in Montgomery County, Ohio, and must be mediated or remedied within that jurisdiction.

**All major credit cards accepted. A 4.5% Merchant fee will be assessed at time of payment.**

Warp Speed Printing is a wholly owned subsidiary of Emunah Graphics LLC.