



## Terms & Conditions

### Production Accuracy

#### Color

Design To Print uses the best technology to produce color to SWOP offset color gamut. "In Gamut" means colors can be reproduced in the SWOP CMYK color space range from 4-8. Design To Print holds to a higher standard and only accepts deviations for In Gamut color reproduction up to 5 deltaE or roughly 2-3% visual color deviation. "Out of Gamut" are colors that extend beyond the normal vibrancy beyond the normal SWOP CMYK color space (4-8). Certain colors are not possible to produce in normal CMYK print (i.e. Lime Green, Bright Orange). Design To Print again holds to a higher standard and will reproduce up to 30 deltaE or roughly 7% color deviation. These are above exceptional ranges and should instill confidence your job will be printed to near perfect color.

#### Critical Color Match

Critical Color Proofing is an optional service we provide, which will allow you to verify precise color accuracy on the substrate the file will be printed. There is a fee for this service as it is time intensive and a costly use of materials.

#### Sizing

Custom printing is an art form, especially when it comes to oversized printing. We do our very best to deliver the requested size on your order. There are many factors when printing at this grand scale, each step in the process of custom printing has its own tolerances and can add up in the end: the material shrinks/stretch, cutting, welding, sewing, etc. For that reason, we have an acceptable margin of error. All large format orders within >2% of overall size will be considered acceptable for delivery.

**Fabric Sizing** - Design To Print takes extreme care in sizing fabric for frames or framing systems. Below are guidelines, policies and procedures to ensure accurate sizing.

#### Fabric Frame Measuring

Frame sizing - When measuring frame dimensions (dims), outside edge to outside edge is the proper method for size matching compatible with Design To Print's sizing workflow.

#### Fabric Fitting/Sizing

Design To Print measures all fabric jobs for exact sizing before leaving the production facility.

SEG graphics that will be installed in frames/framing systems are given extra attention:

- Design To Print builds test fitting frames for each SEG project to ensure sizing. Our internal frame sizing is only as good as the measurements provided and is in no way a true substitution for actual frames/framing system the graphic will be placed in. The only true way to properly size for existing frames/framing systems is to provide actual frames/framing systems to Design To Print so our production team can finish SEG graphics and fit them directly to final frame/framing system. If you send the frames for fitting they must come as a complete set with a photo or diagram, and written assembly instructions. An hourly rate will be charged for assembly, any repairs or cleaning, and transportation of frames.

# DESIGN TO PRINT

- If frame/framing system is not provided Design To Print cannot guarantee the graphic will fit precisely to the frame. We will only be responsible for matching the size provided by the customer. Any incorrect sizing or frame deviations/anomalies supplied to Design To Print for production are the sole responsibility of the customer.
- Design To Print strongly recommends the customer provides frames/framing systems to ensure proper fit and finish to your project.
- In house framing systems - Design To Print is a trusted print provider for the BeMatrix™, Aluvision, Agam, RexFrame, and Octonorm framing systems. We stock a large amount of frames to provide test fitting services. Using our test frames saves you time in collecting, palletizing, inventory, manpower for providing Design To Print with test fitting. Please provide wall/booth layouts and we will build your booth at Design To Print for fitting.
- Notching - Notching the fabric will ONLY be done on client provided frames. If proper framing cannot be provided Design To Print will not notch SEG beading. It will be the customers responsibility at time of installation. Customers may elect to hire an install team from Design To Print for "On Site Services". **An hourly rate will be charged for travel, time and supplies.**
- Doors- Design To Print will properly cut and fit fabric ONLY on client supplied doors. Design To Print will NOT cut doors, or any special frame cut-in's without client frames. If customer approves a "Blind Cut" without available frames, a cut will be matched to a provided CAD file on a CNC cutting machine. Design To Print WILL NOT be responsible for "blind cut" fitting. Customers may elect to hire a fabric team from Design To Print for "On Site Fitting". **An hourly rate will be charged for travel, time and supplies.**
- Photo confirmation - All projects produced at Design To Print will take a final photo to confirm production accuracy of the project and attached to your online work order for viewing. If used correctly this can serve as customer approvals for finished projects, eliminating the need for a second setup for approval at customers facility.

**\*\* If you need an exactly precise size or color match, please note this in your order, as additional charges will apply. \*\***

## Artwork Files

Preparing files correctly can be just as important as a good design. Here at Design To Print™ we have provided step-by-step instructions for each of your favorite creation tools so we can ensure a high quality product. Please refer to our File Specifications in as much as Design To Print™ cannot process orders that do not meet our minimum file specs. Images may need to be enlarged or reduced and cropped approximately 1/8" to 1/4" to allow for bleed, 1" bleed for fabric. The preferred formats are listed below. Other formats are also accepted:

- .PDF -Adobe Acrobat (Press Ready) - Preferred!
- .JPEG, .JPG
- .TIF, TIFF -Tagged Image Format

All pixel-based images (pictures) must be generated at standard minimum dpi (depending on which product you are preparing for) at full printing size in CMYK color space

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 proof all files carefully before submitting to Design To Print. **Additional charges will apply for fixing, editing, changes,**



corrections or any other work that may be required on customers supplied artwork and files. By submitting the artwork to Design To Print, you certify that you have the right to use the image(s) in your artwork files. DO NOT send any "one-of-kind", prints or artwork. Although we take every precaution to safeguard your materials, we are NOT responsible for loss or damage of images or artwork.

### **No Liability for Errors**

The customer is responsible for reviewing their files and correcting any issues prior to approving the proof/ order. DesignToPrint is not liable for errors in the final product caused by any of the following reasons:

- Spelling, punctuation and grammatical errors
- Low resolution or low quality graphics and images
- Damaged fonts
- Transparency issues
- Overprint issues
- Artwork files that are not created following our specifications
- Variances in color from the conversion of Pantone or RGB colors to CMYK
- Errors in user-selected options such as size, quantity, material and finish
- Duplicate orders submitted by the User
- Incorrect files uploaded
- Incorrect file orientation
- Incorrect or undeliverable shipping address
- Damage to products after delivery to user

### **File Changes**

Once a job has been sent to print or production, the process is final and changes cannot be made. After the job is completed any claims made will not be held against Design To Print.

### **Proofing**

Confirm all SPELLING, SIZE, AND DESIGN are CORRECT. Once you approve the proof(s), you are stating that the proof(s) are ready to print and cannot be revised or reprinted without additional costs.

Please be mindful that your turnaround does not begin until we receive your written / digital approval. If shipping is needed, there will be additional transit time depending on the designated location. MAKE SURE YOU CAN GET YOUR ORDER ON TIME CHOOSING YOUR SHIPPING METHOD. We recommend adding 1 extra day to prevent any delay caused by UPS/ FedEx. Design To Print reserves the right to modify the shipping option selected by you and retain any related difference in charges between shipping options, where DesignToPrint completes the job prior to the turn-around time selected by you and there will be no adverse material impact on the target arrival date. Shipping prices are calculated using the FedEx shipping calculator. You can determine your type of shipping (i.e., Ground, Freight, Second Day or Over Night) on our sales cart page. Oversize printing may have no shipping method other than freight. Our basic shipping method is FedEx Ground.

### **Archiving, Backup & Saving of Artwork & Files**

It is the customer's responsibility to Save, Archive or Backup a copy of the original Artwork or files. Design To Print is not responsible for loss or damage to media, artwork & files supplied by the customer. Please save a copy or backup your artwork & files in a safe place prior to submitting it to us

### **Rescheduling fee's**



Each project is scheduled according to size of the job, press speed and availability, and duration / quantity of finishing options. If the desired completion date is before the scheduled completion date the customer may have the option to reschedule the production queue for an earlier finish date. **A rescheduling fee will be added.**

#### **Rights to Refuse a Job**

Under these Terms & Conditions, you agree that you will NOT upload any artwork files consisting of the following material: offensive, indecent or improper material, nudity, 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 based on foregoing reasons or for any other reason, 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.

#### **Rights to Revise or change this Agreement**

DesignToPrint reserves the right to modify, change, add, remove, update, revise this Agreement (Terms, Conditions and Policies) , at any time. All revisions and changes will be effective immediately.

#### **Custom Order Quote Accuracy**

Quotations/Proposals are based on the accuracy of the specifications provided by the customer. DesignToPrint can re-quote a job at the time of submission if the said specifications have changed or do not conform to information on the original quote/proposal. Quotes are only valid for 30 days, then rendered invalid.

#### **Sales Tax**

All Utah orders are subject to Utah sales tax unless a Utah State Tax Commission Exemption Certificate is on file with Design To Print by mail, scan or fax at (888) 674-4033 prior to processing your order. Design To Print is required by law to collect sales taxes in certain other jurisdictions as well, unless the customer has provided to Design To Print prior to processing the order appropriate evidence of exemption from sales taxes in such jurisdictions.

#### **Payments and processing of invoices**

Design To Print has the sole discretion to provide the terms of payment. Unless otherwise agreed, payment must first be received by Design To Print prior to starting the job. Unless credit terms have been agreed upon, payment for the products shall be made by credit card, check or wire transfers. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. An order may be invoice separately. Design To Print has all the discretion to cancel or deny orders. Design To Print is not responsible for pricing, typographical, or other errors in any offer by Design To Print and reserves the right to cancel any orders arising from such errors. Design To Print reserves the right to charge you a late penalty charge of 1% per month applied against undisputed overdue amounts or the maximum rate permitted by law whichever is less. Every 30 days thereafter, you will continue to be charged an additional late penalty charge.

The client will be held responsible for fees related to default in payment. This includes, but is not limited to: collection services, legal fees, extraneous expenses, and time lost in the process of collection.



### **Return And Refund Policy**

Given the personalized nature of printed products, we cannot provide returns/refunds on printed pieces unless there is a physical fault or defect with the item. If you feel that you qualify for a refund or a return, please contact us within 7 days of receipt of the product via email at sales@dtph.com, or via our toll-free number: 888-674-4033. The customer is responsible to return the items to Design To Print for a partial or full refund.

### **Shipping**

Design To Print's responsibility is limited to preparing your printing order and turning it over to the carrier for shipping. Shipping transit times vary and Design To Print assumes no responsibility for delays caused by shipping carriers, weather or any damages resulting from the failure to receive a job on time. Your order may arrive late due to unforeseen delays in delivery service, the breakdown of equipment, illness, etc. Design To Print is not liable for damages that occur during shipping.

**Risk Of Loss:** All items purchased from our website are made pursuant to a shipment contract. The risk of loss and title for such items pass to you upon our delivery to the carrier.

### **Courier**

Design To Print courier shall not be liable for failure to deliver or for delay in delivery arising from any cause whatsoever beyond Design To Print's control without limitation;

1. an act of God;
2. war;
3. fires, explosions, breakdown of machinery or equipment;
4. non delivery or shortage of supplies;
5. strikes or other industrial disputes or disturbances
6. traffic congestion
7. and, notwithstanding any written warranty guaranteeing a date of delivery, the time for delivery will be extended for a reasonable period having regard to the effect of the cause of the delay on the manufacture or delivery of the product.

The events do not relieve the customer from any obligation;

- I. to pay for any product already delivered; or
- II. to accept delivery of any product tendered by Design To Print despite the delaying event or after the delaying event ends.

The customer shall not be relieved from any obligation to accept or pay for material by reason of any delay in delivery or dispatch.

In no event, except as provided by law, shall Design To Print be responsible for any loss of profit, penalties, expenditure, damages or losses incurred by the customer arising out of any delay in delivery or caused by or arising out of any use of or dealing with the product whether arising from any defect in the product, unsuitability for the customer's purpose, negligence by Design To Print or its employees or agents or in any other way.

### **Will Call**

Orders that will be picked up from Design To Print's Facility will be kept for 30 days from the send date of the pick-up notification email. If the order has not been picked up from Design To Print's facility within 30 days, it will be recycled.



### **Installation Terms and Conditions**

Design To Print shall deliver and install the product for the customer at the arranged time and specified site location.

Customer agrees that any additional work or materials not specifically set forth in the invoice are an extra expense which shall be billed and charged by Design To Print Inc. at its regular prices including, but not limited to, hourly rates for labor and services of \$75.00 per man hour and costs for goods and materials at costs plus twenty percent. Customer agrees that it shall pay for all extras billed and charged by Design To Print, Inc.

In the event that an on-site installation is scheduled by the client, any and all down time will be **billed per man hour**. All clients specified installations will be subject to approval based on location, weather, and availability.

Cancellations less than 24 hours are subject to a \$250 downtime fee. Rescheduled appointments are subject the next available installation date.

Design To Print will not be liable or incur any loss, damage or any other liability directly or indirectly resulted from delay in delivery or installation by Design To Print of its acting agents/contractors.

The customer is solely responsible for any permits, access to the site, special safety equipment required for installation, and the correctness of any information regarding delivery and installation instructions you provide to Design To Print.

If you have opted not to hire Design To Print (DTP) for installation services, DTP cannot be held responsible for damage to signs, property or persons that may result from faulty installation. Any advice offered by DTP regarding installation shall not be construed as assumption of responsibility on our part for client's adherence, or lack thereof, to any such advice.

### **Editing, Deleting and Modification of Terms**

We may edit, delete or modify any of the terms and conditions contained in these Terms and Agreement, at any time and in our sole discretion, by posting a notice or a new agreement on our site. *YOUR CONTINUED PARTICIPATION IN OUR PROGRAM, VISIT AND SHOPPING IN OUR SITE FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.*

### **Fraud**

FRAUDULENT ACTIVITIES are highly monitored in our site and if fraud is detected Design To Print shall use all remedies available to us, and you shall be responsible for all costs and legal fees arising from these fraudulent activities.

### **Warranty Disclaimer And Limitation Of Liabilities**

We will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed USD 2,000 or the total price of the subject products paid or payable to you whichever is less. We make no express or implied warranties or representations with respect to products sold and offered in our website (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make



no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. This site and its information, contents, materials, products and services are provided on an "as is" and "as available" basis. You understand and agree that your use of this site is at your own risk.

### **Confidentiality**

You agree not to disclose information you obtain from us and or from our clients, advertisers and suppliers. All information submitted to by an end-user customer is proprietary information of Design To Print. Such customer information is confidential and may not be disclosed. Customer agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner.

### **Miscellaneous**

These Terms and Agreement shall be governed by and construed in accordance with the substantive laws of Utah, without any reference to conflict-of-laws principles.

Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of the courts of Utah, to the exclusion of any other courts without giving effect to its conflict of laws provisions or your actual state or country of residence.

The entire agreement between the parties with respect to the subject matter hereof is embodied on this agreement and no other agreement relative hereto shall bind either party herein.

Your rights of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to us. However, we may assign this Agreement to any person at any time without notice.

In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.