



TERMS AND CONDITIONS

ARTWORK REQUIREMENTS: Please e-mail all artwork to mayclairecompany@austin.rr.com. Files should be submitted in EPS format with text converted to outlines and images embedded. If possible, please ZIP all files. We prefer Adobe Illustrator files or high resolution JPEG or TIFF files. For all other formats, please call.

ART APPROVALS/PROOFS: Proofs are sent via email or fax. Color proofs will not match exactly but are good representation of the printing. It is of the utmost importance to approve product proofs as soon as possible to meet delivery dates. If approvals are delayed, rush changes and/or expedited freight may be required at the customer's expense to meet a specified delivery date.

CHANGE ORDERS: Once an order has been placed, the customer is responsible for all incurred costs prior to the requested change. Changes must be approved prior to the changes becoming effective.

DAMAGES / LOSS CLAIMS: Goods should be inspected immediately upon arrival. Complaints must be made in writing within 5 days of delivery. All claims for goods damaged in transit or for delayed delivery must be filed by May Claire Company, Inc./ recipient with the carrier on receipt. We are not responsible for common carrier mistakes.

INDIVIDUAL AND DROP SHIPMENTS: Drop shipments are multiple shipments on same date. Depending on the complexity of your multi-location shipping instructions, we may have to add a per-location, drop-ship charge, plus shipping charges. Proper addresses must be provided 2 weeks prior to ship date, in an Excel file, with corresponding printed list of names and addresses, and related information including quantity, sizes, etc.

LIABILITY: May Claire Company, Inc.'s liability is limited to credit or replacement of any portion of a shipment that is damaged or defective and shall in no case exceed the amount charged for goods.

ORDER CANCELLATIONS: Some orders may not be cancelable. When approved, the customer is responsible for any incurred costs such as artwork, setups, proofs, printing and any other order related expenses by May Claire Company, Inc.

OVER RUNS AND UNDER RUNS: Our suppliers make every attempt to produce quantities ordered but because of the nature of some of the manufacturing process, they reserve the right to ship plus or minus up to 10% and bill for that amount. We will make every effort to meet your exact request.

PANTONE MATCHING SYSTEM (PMS): This is an international color guide for white coated and uncoated papers only. Consequently, color variations will occur from uncontrollable factors including the base material, background color of the product and the natural fading of pigments as inks dry. We will make every effort to match the color you specify as closely as we can, but cannot guarantee an exact color match. Some colors may require an additional color charge, a double print or a white under-print to achieve desired intensity.

RETURNS: No returns will be accepted for imprinted and special order merchandise unless it is determined to be defective by factory. All claims must be written and within 5 days of receipt of product.

TRADEMARKS: All copy or other material submitted by the customer for use by May Claire Company, Inc. are being submitted in full compliance with all applicable laws regarding trademark, service mark, copyright, right of privacy, patent or similar protection. The customer, by submitting such copy or other material, represents that the use thereof by May Claire Company, Inc. on the products ordered will not violate any such laws, and May Claire Company, Inc. hereby disclaims any and all liability for compliance with such laws in the use of the customer's copy or other material. The customer hereby agrees to hold May Claire Company, Inc. harmless for any damages, costs, and/or expenses that may arise from any and all actions as a consequence of May Claire Company's use of said copy or other material or the operation undertaken by fulfilling the customer's order.

WARRANTY: No warranties are expressed or implied by May Claire Company, Inc. concerning the marketability or suitability of its products for any specific use or purpose.

Due to the custom nature of these products, 100 percent payment is required before processing order. Visa, Master Card and American Express accepted.

AUTHORIZED SIGNATURE

DATE

**TO PROCESS YOUR ORDER, PLEASE SIGN AND FAX DOCUMENT TO
512-394-9817 OR EMAIL TO MAYCLAIRECOMPANY@AUSTIN.RR.COM.**