



Terms and Conditions for Our Client Relationships

Circle Graphics is a large format digital printer. We pride ourselves on doing excellent work at a terrific value and always delivering your important project ...fast. We strive to keep our clients happy and coming back. This document states the terms of our business arrangement; it is a compilation of our experience and the practical realities of being a large digital printer.

Rest assured that Circle Graphics has a reputation of world class customer service and of keeping our customers happy. These Terms and Conditions, which constitute an agreement between us, are intended to provide information, and to make working together as easy, straightforward and profitable as possible for both of us. We presume our customers have read and agreed to these Terms and Conditions before agreeing to place their production with us.

These Terms and Conditions form the basis of the working relationship between Circle Graphics (from here on just called "Circle") and a customer (from here on just called the "Customer"). These Terms and Conditions are subject to change as situations warrant. We will always post our most recent Terms and Conditions document on our web site. The following sections of these Terms and Conditions can quickly be accessed by clicking the underlined link.

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ARTWORK

Perhaps the most difficult part of a printer's job is getting the "right" artwork, in the "right" format, at the "right" time (to avoid delays). Consequently, artwork gets a good deal of attention as we describe our production policies and share what we feel are the best practices and our requirements related to your art.

Submission of Electronic Artwork

It is important to make all final corrections before you send your files to us to avoid delays and excess fees. As a general rule, Circle requires "print-ready" artwork created using one of our approved templates submitted via an art upload link supplied by Circle. Electronic files and software documents related to the project should be uploaded to Circle via the Internet. If the Customer must send hardcopy materials or disposable disks to Circle, these must not be the Customer's or advertiser's originals. Circle is not required or obligated to return such objects and, generally, does not keep these materials in storage following production.

File Requirements

Please refer to the Art Requirements under each product under the OUR PRODUCTS link on www.circlegraphicsonline.com.

Colors not specified

When colors are not specified on either the hard copy or the electronic file, color settings from the original electronic artwork will be reproduced and are reflected in the proof and final production.

PMS vs CMYK (4-Color Process) Equivalents

PMS colors are a valuable reference and should be included whenever possible to help Circle understand which shade of color the Customer wishes to produce. Please understand that PMS colors (i.e., solid or "spot" colors) are printed with a single, Pantone solid color ink. Process colors are printed using Cyan, Magenta, Yellow, and Black inks, on a four color process printing press or digital press. While Circle does not match PMS colors 100% (nor can any digital printer make this claim), we will create the CMYK equivalent that is reasonably closest. Unfortunately, not all PMS colors can be matched 100% in four-color process. Circle recommends obtaining a Pantone Solid to Process color guide which will show the PMS callout and CMYK equivalent side by side to compare the difference. The Customer can be educated further by going to this website: <http://www.colorguides.net/faq1.html>.

CUSTOMER PROOFS

Purpose of a Proof

The Circle-supplied proof is a miniature representation of the Customer's final large-format output. The Customer should use the **online proof** (also called a soft proof) for object placement and spelling correctness, and to make certain that all elements of the design have been included. Please note that our online proofs are low resolution and not the actual high resolution print file. The **hardcopy proof** can be used for color representation as well as object placement, spelling correctness, and to make certain that all elements of the design have been included. If the Customer has any questions or concerns with the proof, please DO NOT sign the proof approval, and instead contact your Account Manager immediately to discuss.

The most important thing to note about the proof is that when a Customer approves a proof, it means that the job is going into production. Approval of the proof is the Customer's statement that says "Print this job. I take complete responsibility that this is the exact design I want printed."

Customer Proofing Options

NO PROOF REQUIRED: The Customer has sent in print ready art and doesn't want to see a proof before printing begins. While the "No Proof" option allows a job to move rapidly into production, the Customer loses the ability to check over the art one last time to ensure that there are no mistakes on the art before printing begins. Circle discourages this proof method for original vinyl flex orders or large orders of any type given the larger production costs involved. Finally, this proof method is common for previously printed jobs that are being re-ordered.

ONLINE PROOF: Circle generates a proof that will be emailed to the individual who can authorize approval. Online proofs allow the Customer to see the art before we begin printing in order to confirm the correct design has been matched with the order. Online proofs are not color accurate as most monitors are not 100% color calibrated. There is no charge for an online proof.

HARDCOPY PROOF: Circle generates a color accurate printout of the Customer's design that we send via overnight letter either on the same day or (at the latest) the day after we receive the Customer's electronic artwork. This form of proofing will allow the Customer to see a very close approximation of the Customer's final billboard. We charge for shipping the hardcopy proof (currently \$10 per proof).

SPECIAL COLOR SWATCHES or LARGE FORMAT PROOFS: Occasionally, Circle will recommend printing a range of color swatches for a particularly difficult PMS callout. These color proofs are printed on the same substrate using the same inks as the final production. Similarly, we may print the Customer's complete design on a large format proof in the same manner. Your Account Manager can arrange these special types of proofs or they may be suggested by our prepress department if we are having a difficult time matching a color expectation. Special charges may apply for these types of proofs.

Jobs which require a Customer Proof

Circle requires that the Customer sees a proof on certain large orders as determined by overall cost. The simple theory here is that having a customer review a proof before printing gives both Circle and the Customer the best chance to avoid a printing error. Jobs with a greater cost should benefit from this extra opportunity to catch problems before the job is produced. Circle may also require a proof when we have been requested by the Customer to make a change to the artwork (even if the Customer originally requested a NO PROOF option).

Color/Proofing

The Customer should proofread all layouts, carefully checking copy position, type, numbers, and names. Circle will output the Customer's color printing as accurately as possible from the digitally created files/layouts, but may not match density and color fully due to inherent limitations in the digital printing process. We like to keep our customers happy, and we will always be willing to pursue mutually agreeable solutions to reasonable concerns over color issues related to our production.

Design elements on the proof

All of the design elements on the proof will be present on the final output including the registration marks.

Approving a Proof

Circle offers two options for approving a proof: online or faxed approval. As a rule, Circle will not print a proof-required job without the Customer's online or faxed approval. Your Account Manager may accept a verbal approval, but we discourage this as a regular practice.

What your proof approval means

A proof approval (emailed, written, or verbal) obligates an individual to accept and pay for the printed order, provided that order matches the approved proof within an acceptable range (as described below). It is the customer's responsibility to determine whether the Circle proof is a valid representation of the desired output. From point of proof approval we will match the approved proof, not the Customer's original artwork. If we have not matched the original artwork, the Customer should request a reproof from us until we do so.

Reproofs

Circle reserves the right to charge for hardcopy proof overnight charges when the customer makes material changes to the original artwork. Reproofs for online proofs are not charged. Naturally, Circle encourages the Customer to request proofs/reproofs until everything is right (the purpose of the proofing process). Please know that our standard operating procedure provides for a senior-level Circle prepress associate (either the Director or Assistant Director of Prepress) to get involved in any hardcopy proof that the Customer rejects for color purposes. ALL hardcopy reproofs (and original proofs) currently ship via DHL overnight air service.

PRODUCTION & SHIPPING

Sending Orders

Orders should be sent in via our online ordering system called "My Circle" which can be accessed by going to www.circlegraphicsonline.com. Once the "Finish Order" button has been clicked, the order will be in Circle's system and an automatic order confirmation will be sent to the Customer's email address within minutes. The other option is to send orders via fax; however, please note that if the order comes in via fax it will slow the ordering process down due to the manual order entry requirements of a fax. Circle recommends the use of "My Circle" as opposed to faxing as it gives the Customer more control over the order and helps to speed the process along.

Production Timeline

Circle and the Customer will agree to a timeline for production either implicitly via our standard turnaround or by special arrangement via proposal. In the event that the Customer fails to meet agreed deadlines for submission of materials or granting approvals, or the scope or complexity of services change, Circle will not be held responsible for any missed deadlines, and reserves the right to adjust the schedule accordingly. In the unlikely event that Circle runs late on production, Circle will upgrade shipping to either 2 day air or next day air at our cost.

Circle's Standard Turnaround

Vinyl Standard Turnaround:

All Vinyl products including Vinyl Flex, Vinyl Mesh, & Self-Adhesive Vinyl will generally ship within four (4) business days of receipt of art, order, and approval unless specified by the Customer that the order is not needed that soon.

Poster Paper Standard Turnaround:

Poster Paper orders will generally ship within 3 business days of receipt of art, order, and approval unless specified by the Customer that the order is not needed that soon.

Important notes related to turnaround times:

- Extremely large orders (either in sq. ft. size or quantity) may take a few days longer which will be discussed in advance (at the time of the order).
- Occasionally Circle will need to extend our turnarounds by 1 or 2 days in the event we oversell our manufacturing capacity on a given day. With the largest digital production capacity of any printer in the country, these situations are very rare.
- Naturally, if there is a hold-up in receiving artwork or changes to artwork or receiving approval on a proof, originally targeted ship dates will need to be extended.

Shipment of Your Product

Circle ships via our shipping partner, DHL. We offer Ground, 2DA and NDA service. As our automated systems are highly integrated with and into DHL's shipping systems, we strongly discourage 3rd party account shipments via other carriers. Our standard shipment method for your color production proofs is DHL's next day air service. Your order will be shipped, freight pre-paid, to the location and by the shipping method (Ground, 2DA or NDA) specified by you in your purchase order. Delivery is deemed complete upon delivery to the carrier. Circle is not responsible for delays in delivery occurring after we have delivered the order to the carrier.

Reorders

Circle automatically archives the print files created from the Customer's original artwork in the event the Customer requests a "straight" reprint (versus a reprint with edits) of that job at any time in the future. Please reference previous order numbers when requesting reprints. Please note that we do not keep original client files on hand (only the flattened print files). We want to re-state the importance of the Customer's keeping a copy of the art before sending it to us in case revisions are needed at a later date.

Rush Orders

Circle is here to meet and service your needs. As such, we can and will accommodate "rush orders" at no extra production charge when our print capacity allows. Naturally, we would expect a rush request for production would be accompanied by a request for expedited shipping at the Customer's cost. Please contact your Account Manager to arrange for a rush shipment.

Overweight Packages

Shipping companies do not generally guarantee the standard second day or next day delivery date when the package is oversized products or products with unit weights of over 150 lbs. For this reason, an extra day or two may be needed in transit. Any additional freight charges for over-sized or overweight packages will be the responsibility of the Customer.

Title and Risk of Loss

Title to the production passes to the Customer upon delivery to the carrier at the point of shipment. The Customer bears the risk of loss from and after the passage of title.

Warranty and Limit of Liability

Circle works hard to find and eliminate problems in the production process, but there are the occasional mistakes made on orders. Circle will rush replace (you will have within one or two days) at no charge any incorrect product if it is determined that the problem was caused by a breach of the following warranty. Circle warrants that poster paper production will last 30 days outdoors under normal industry circumstances, and that vinyl production will last 2 years outdoors under normal industry circumstances. Except as expressly provided in the preceding sentence, no representation or warranty, express or implied, is made with respect to any production by Circle, and Circle hereby expressly disclaims any and all such other representations or warranties, express or implied. Any breach of the warranty set forth in this paragraph is deemed waived unless within 30 days after the expiration of the 30 day or 2 year warranty period, as applicable, the Customer has given notice to Circle in writing specifying the details of the warranty breach. In the event of a warranty breach, Circle will, at the election of the Customer, either ship replacements for the defective products within 2 business days after receiving the Customer's election, or credit the Customer with the invoice value plus shipping cost of the defective production.

Circle's liability in connection with the Customer's order shall in all events be limited to actual payments made by the Customer for production, and in no event shall Circle have any liability for incidental or consequential damages of any kind, whether the Customer's claim is based on the purchase order, these Terms and Conditions, contract, tort, warranty, strict or product liability, or otherwise. The Customer expressly agrees that its remedies set forth in this paragraph are the sole and exclusive remedies for any claim that the Customer may have arising under the purchase order, these Terms and Conditions, or otherwise.

Additional Production Details

Please note there is specific production-related information (which we strongly encourage you to review) listed under each product we produce under the OUR PRODUCTS section on www.circlegraphicsonline.com.

PRICING & PAYMENT**Vinyl Flex Pricing**

Pricing is based on a square footage charge calculated on the live area (or image area) of design.

Extension Pricing: Extensions are the odd-sized parts of a design that extend beyond the billboard's core dimensions (e.g., a 14x48). Extensions are usually printed on vinyl flex and are priced by adding the total square feet of the extension(s) to the square feet of the order. The extension square feet is calculated by multiplying the tallest height by the longest width (we only print squares and rectangles). Please note that we always add in an extra 3" all the way around for easier hanging options for our Customer's Operations department. This extra material will be included in the square footage when pricing out the extension.

Quantity Pricing

Certain of our products (e.g., 30-sheet posters, 8-sheet posters, transit products, and others) are priced per the quantity of the same design ordered. The unit price decreases the higher the quantity ordered of the same design. Circle does not offer price discounts for increases in quantities for vinyl jobs. Please check your individual rate plans for specific pricing (available on your My Circle link).

Minimums

Circle does have minimum order size and costs for certain of our products. Please see your individual rate plans (available on your My Circle link) for applicable rates.

Prepress & Proof Charges

Circle requires "print ready" art sent to us in one of our prescribed methods (preferably via the Internet). In special instances, Prepress will make adjustments to art per the Customer's request. The Prepress fee for file manipulation is \$40 an hour. Hardcopy proofs which are generally inkjet proofs contained within an 8.5x11 inch page cost \$10 apiece which covers the overnight shipping charge. Large proofs printed using our production substrates and inks generally cost \$25 which covers our extra labor and overnight shipping charges. Circle reserves the right in all cases to re-quote for production orders where we do not receive "print ready" artwork.

Payment Terms

All prices are FOB Circle's production facility. Shipping costs will be invoiced to the Customer in addition to the purchase price for the production. Circle will not insure the shipment unless directed to do so by the Customer, and insurance charges must be paid by the Customer. Final fees and expenses will be shown when the invoice is rendered after the Client's job has shipped. **Payment is due within 30 days from receipt of invoice.** Circle reserves the right to charge a 1.5% monthly service charge on all overdue balances. Any questions regarding the invoice should be asked upon receipt with questions directed to the Circle accounting department at (303)532-2370. If any billing questions or possible errors are not reported to us within ten (10) days, the invoice is payable as written.

New customers are generally required to pay for production upfront by either check or credit card. Additionally, Circle reserves the right to require 50% payment for large orders even for existing customers that may previously be on standard terms.

Accounts with balances due past 60 days or accounts which exceed their approved credit limit will automatically be placed on "Accounting Hold". The customer will be prevented from placing additional orders and should follow up with their Account Manager immediately to resolve the situation. Our standard practice is to notify a customer when they have been placed on "Accounting Hold." However, due to the automatic nature of this process, it is possible for a customer placing a web order to notice this account status prior to being contacted by an Account Manager.

Method of Payment

All payments made to Circle shall be rendered by Customer check, credit card or electronic funds transfer.

Default in payment

The customer shall assume responsibility for all expenses related to collection on their account including legal fees, out of pocket expenses, and time loss associated with the collection of a default in payment.

Sales Tax

All Colorado orders are subject to Colorado sales tax unless Colorado State Tax Commission Exemption Certificate is on file with Circle by mail or fax at (303) 532-2384 prior to processing your order. Circle is required by law to collect sales taxes in certain other jurisdictions as well, unless the Customer has provided to Circle prior to processing the order appropriate evidence of exemption from sales taxes in such jurisdictions.

CUSTOMER OBLIGATIONS

- The Customer shall appoint a sole Representative with full authority to provide or obtain any necessary information and approvals that may be required by Circle.
- The Customer shall provide accurate and complete information and materials to Circle.
- The Customer is responsible for proofreading and checking artwork carefully for accuracy in all respects. Circle is not responsible for errors or omissions.
- Your signature or that of your authorized representative (either online or via fax-back approval form) is required on all jobs that require a proof prior to release for printing or other implementation. Whoever approves a proof is presumed by

Circle to have authority to do so.

- If you grant Circle the authority to approve your proof, Circle is not responsible for errors or omissions.
- All copy provided by the Customer shall be in a form suitable for digital printing. All photographs, illustrations, or other visual materials provided by the customer shall be of professional quality and in a form suitable for reproduction without further preparation or alteration. The Customer will pay any fees or expenses arising from its provision of materials that do not meet such standards.
- The Customer warrants that their supplied artwork (i.e. logos, images, copy, etc.) will not violate any law or regulations or infringe upon or violate the copyright, trademark, or other proprietary right(s) or confidential information of any third party, or violate any right of privacy. If these representations shall be untrue or this warranty is breached, customer agrees to hold harmless Circle, as well as any of its affiliates, officers, directors, employees and agents, from any and all liability, damages, losses, claims, actions, judgments, and costs, including attorney's fees, arising as a result thereof.
- The Customer shall inform Circle in writing if any portion of the project, or materials or information provided by the Customer is confidential.
- Circle will take reasonable precautions to safeguard original or other materials provided by the Customer, provided that Circle is not liable for any damage to or loss of any material provided by the Customer except in the case of willful neglect or gross negligence by Circle. Please note that Circle will not return any customer-supplied artwork or proofs unless specifically directed to do so in writing prior to processing the order.

ADDITIONAL PROVISIONS

Changes & Cancellations

The Customer may cancel or change any order by giving notice to Circle, provided that the Customer will be obligated to pay cancellation or change charges, depending on when in the order and production process Circle receives the cancellation or change notice. Cancellation and change charges apply as follows: (i) if the notice is received prior to the point of printing, the Customer is liable for Circle's out of pocket expenses (such as hardcopy proof charges, special prepress charges and similar items); (ii) if the notice is received during or after production and prior to shipping, the Customer is liable for the invoice price of the production that has been printed or for which printing could not reasonably be stopped; and (iii) if the notice is received after shipping, the Customer is liable for the full invoice price of the order, including shipping costs. Note that if the Customer changes the artwork after the original order has been approved and printed, the Customer is liable not only for the invoice price of the original production, but also for the invoice price of the production based on the revised artwork. An order submitted with a NO PROOF option is the Customer's explicit instruction to print the design that was supplied to Circle and serves as a pre-approved design or piece of artwork.

Please note, the Customer's job can be changed or cancelled without incurring substantial expense (other than out of pocket expenses as provided in clause (i) above) at any point prior to printing. All change or cancellation requests for jobs that have already been approved to print should be called in to your Account Manager immediately with confirmation by email. If your Account Manager is not available, please ask for "any" Account Manager. If it is after-hours and you need to cancel a production job, please email rod@circlegraphicsonline.com with the order number and instructions. Jobs move extremely quickly through our factory, and we will do our best to stop production on your order as soon as reasonably practicable. However, for purposes of determining charges for cancellations or changes pursuant to the preceding paragraph, only notices by email or in writing will count, and such notice will be considered received 3 hours after its actual receipt in the Account Manager's email, or if the email is received after 4 PM Mountain time, the notice will be considered received at 9 AM Mountain Time on the following business day.

Pro-Bono and Charity work

Circle supports a wide range of industry initiatives and organizations principally through the OAAA (Outdoor Advertising Association of American), The Ad Council, and The Foundation for a Better Life. However, our business model as the best value in the industry leaves very little excess operating margin to support all of the worthy causes that our many Customers are involved in on a daily basis. As such, we are unable to donate production for the worthy causes that our Customers support and to which they may generously donate their billboard space. Please be understanding of this policy as we strive to keep our costs and yours at a low and sustainable level.

Force Majeure & Vicissitudes

Circle shall not be responsible for delays or problems caused by: acts of God, fires, riot or insurrection, strikes or differences with or among workmen, government interference, inability to secure transportation, weather conditions, timing of deliveries from Circle's vendors or suppliers, network outages or inaccessibility, or other contingencies beyond Circle's reasonable control including Circle's partners and vendors filing bankruptcy or otherwise going out of business. Should any of the foregoing conditions continue for a period of thirty (30) days after its first occurrence, Circle may cancel any existing orders without incurring any liability to the Customer.

Governing Law, Arbitration

These Terms and Conditions and the purchase order shall be governed by and construed in accordance with the laws of the State of Colorado applicable to agreements entered into and to be wholly performed within such state.

All claims, disputes and other matters in question between the Circle and the Customer arising out of or in any way relating to these Terms and Conditions or the purchase order, or the breach hereof, shall be determined by arbitration in Colorado in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as modified or supplemented by the provisions hereof. Notice of demand for arbitration shall be filed in writing with the other party with the American Arbitration Association in Colorado. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by these Terms and Conditions or by the applicable statute of limitations. The arbitration shall be before a single arbitrator mutually agreed upon by the parties. In the event that the arbitrator cannot be mutually agreed upon, such arbitrator shall be selected in accordance with the rules of the American Arbitration Association. Any such dispute shall, to the extent practicable, be heard within 60 days after the final responsive pleading is due. No discovery deposition shall be undertaken in any such proceeding, but written information requests and documents discovery, using 20 day request periods, shall be undertaken as needed by the parties. The arbitrator's award and order (which may include an order of specific performance) shall be enforceable in any court of competent jurisdiction. The determination of the arbitrator shall be final and binding on all parties. All of the costs and expenses of the arbitration shall be borne equally by the parties to the dispute or in such other manner as the arbitrator may determine to be appropriate.