

## Quality Resource Group – Terms & Conditions

1. **QUOTES AND PRESENTATIONS:** Quotes and presentations are offers by Quality Resource Group (“QRG”) to sell the goods and/or services described in the attachments. A quotation not accepted within 10 days may be changed. Clerical errors are subject to correction at any time.
2. **AVAILABILITY OF PRODUCT:** Availability at the time of quote does not guarantee availability at the time of production.
3. **LEAD TIMES:** Production lead times are standard lead times quoted by the manufacturer and are not guaranteed. Rush services may be available at an additional charge.
4. **ORDERS:** All orders accepted are subject to these terms and conditions (the “Terms”). QRG will accept no changes to the order unless done so by email and confirmed by QRG. All orders are subject to credit approval. If an account has not been established, prepayment of the value of the goods may be requested by QRG.
5. **CANCELLATION:** Cancelled orders may require compensation for incurred costs and related obligations. Orders that are inactive for more than three months may be canceled by QRG. Fees associated with cancellation will be applied.
6. **ARTWORK:** All creative work developed by QRG is QRG’s exclusive property. QRG must give written approval for all use of this work and any derivation of ideas from it.
  - a. Vector files must be saved in \*.ai, \*.eps, or \*.pdf formats.
  - b. Microsoft Office files are not accepted as artwork.
  - c. All other file types are unacceptable and will incur a charge to convert to an acceptable format.
7. **ACCURACY OF SPECIFICATIONS:** Quotes and presentations are based on the accuracy of the specifications provided by the client. QRG can re-quote at the time of submission if copy, logo, or other input materials don’t conform to which the original quotation was based.
8. **PROOFS:** All proofs must be approved by the client promptly. If proofs are not approved within 24 business hours of receipt, lead times are subject to change. QRG is not responsible for undetected production errors if: 1. Proofs are not required by the client. 2. The client has approved the proof. 3. Requests for changes are communicated orally. Client is financially responsible for products produced if any of the above points are true.
9. **OVERS/UNDERS:** Every effort is made to ship the exact quantity ordered, however, due to the nature of printing or decoration processes, QRG reserves the right to ship up to 10% over or under the quantity ordered and will be invoiced at the quantity shipped. For exact quantity orders there is an additional fee, and "Exact Quantity" must be requested in writing.
10. **PAYMENT:** A credit card convenience fee of 3.5% of the total payment amount will be assessed on all credit card payments. Payments via ACH, Wire, Check, Credit Memos, and other accepted payment methods will continue without imposition of this credit card surcharge fee.
11. **PRODUCTION:** Standard production time varies by product. Production time begins upon proof approval by the client. If a physical proof or spec sample is required, additional production time will be necessary. Once an order is in production, no changes can be made.
12. **SHIPPING:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Seller's platform. Additional dropship locations, special packaging, or other instructions will incur additional fees. Most orders are shipped via UPS. Orders that do not indicate shipping instructions will be shipped at the most economical method to meet the in-hand date. The client is responsible for filing a claim with the shipping company for lost or damaged goods.
13. **TERMS/CLAIMS/LIENS:** Payment terms shall be whatever was outlined in the quotation or invoice unless otherwise provided in writing. Service charges on past-due accounts shall be at 1.5% per month unless otherwise provided in writing. Claims for defects, damages, or shortages must be made by the client in writing no later than 30 calendar days after delivery. If no such claim is made, QRG and the client will understand that the job has been accepted. By accepting the job, the client acknowledges that QRG’s performance has fully satisfied all terms, conditions, and specifications.
14. **RETURNS:** QRG does not accept returns of custom products. Returns of blank goods may be subject to a restocking fee.
15. **TRADEMARKS:** All the copy or material submitted by the client for the use in producing items ordered will be accepted by QRG as being submitted in full compliance with all applicable laws regarding trademark, service mark, copyright, right of privacy, patent or similar protection and that client has the legal right to use the same in the ordered product. The client, by submitting such copy or other material, represents that the use thereof on the items ordered will not violate any laws or right of any party or parties in or to the same, and QRG hereby denies any liability for compliance with such laws in the use of the client’s copy or material. The client hereby agrees to hold the QRG harmless from and indemnify the same from any damages, costs, and/or expenses when they arise under all such laws as a consequence of QRG’s use of said copy or other materials of the operations undertaken by this agreement.
16. **STORAGE:** The final product will not be stored by QRG unless approved by management and a Client Inventory Agreement is in place.
17. **TAXES:** All amounts due for taxes will be added to the client’s invoice and are the responsibility of the client. No tax exemption will be granted unless the client’s "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the client has paid the invoice, it is determined that more tax is due, then the client must promptly remit the required taxes to the taxing authority, or immediately reimburse QRG for any additional taxes paid.
18. **LIABILITY:** QRG warrants only that the work will conform to the description contained in the purchase order. QRG’s maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will QRG be liable for specific, individual, or consequential damages.
19. **JURISDICTION AND VENUE:** This agreement, shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Minnesota and QRG and the client agree that the proper jurisdiction and venue for litigation, if any, arising under this agreement shall be the circuit court for Hennepin County, MN.

