



In the terms below, "You" and "Buyer" refers to the individual or company purchasing items from AOV, inc. "We, Us and Seller" refers to AOV, inc.

Pricing

Payment

Payment in the amount of 50% of the purchase price is required at the time you place your order.

Non-Payment

You agree to pay a late payment fee on all overdue balances. Late payment is charged at 2% per month of the unpaid invoice amount (24% per year). If we choose to collect this debt in a Court of Law, and should we prevail, you also agree to pay our reasonable legal and collection expenses. Until we receive full payment, we can retain possession of and will have a lien upon all of your property which is in our possession. This includes artwork, films, materials, tools, work-in-process and finished work.

Credit Terms

New orders are shipped C.O.D. cash, cashier's check or money order. Company checks are accepted after an account has been established and an application has been approved. Return checks are subject to a \$20 surcharge. Net 30 terms are available to those customers who meet established credit requirements.

Quality

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See our Form 150 Quality Chart (www.aovinc.com) for detailed information.

Material Lots

Due to market conditions and mill variances beyond our control, we cannot guarantee consistency of material colors throughout an order, or from one order to the next. Let us know if close material color matching is required.

Substitutions

We reserve the right, when necessary, to substitute material of equal or better quality without notification.

Purchase of Quality Rejects

You can purchase quality rejects at a discount of 25%. We have the right to sell rejects as seconds, unless you have furnished the goods.

Goods Supplied By You

Goods that you furnish must be properly packed, free from dirt or manufacturing solvents or materials, and of proper quality for printing (i.e. the surface ready to accept ink). Additional costs due to improper packing or quality of goods will be charged to you at prevailing shop rates.

Over runs or Under runs

An over run or under run not to exceed 2% of the amount ordered will constitute acceptable delivery unless otherwise specified. We will give you an appropriate charge or credit for the over or under amount. All over runs or under runs will be charged or allowed at the unit price of the order. If we guarantee you no less than delivery, you will allow us to double the percentage tolerance of overage.

Press Proofs

Unless provided in printer's quotation, press proofs are charged for at current shop rates. An inspection print can be submitted for customer approval, at no charge, provided customer is available at the press during the time of make-ready. Lost press time due to customer delay, or customer changes and corrections, will be charged at current rates.

Delivery & Rush Fee's

Delivery

All product shipments are F.O.B. Boulder, CO. Charges related to delivery are not included in any quotations unless specified.

Rush Fee

The Order Date begins after we've received color-separated artwork, materials, your final approval and all items necessary to run the job. Our normal turn time is 2 weeks after Order Date. If we accept a rush job, a 3 day turn adds the higher of \$35 or 10% to your order; a 1 day turn adds the higher of \$50 or 10% to your order.

Liability

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Our liability will be limited to the stated selling price of any defective goods, and will not include special or consequential damages, including profits (or profits lost) unless otherwise agreed. We have the right to retain possession of and have a lien on all your property in our possession, including work in process and finished work. The extension of credit will not affect such security interest and lien. No financial responsibility is assumed for errors.

Claims and Remedies

If there are printing or material defects, damages, or shortages not related to transportation, you must make a claim in writing within ten days. If you do not make a claim within ten days, this will constitute complete acceptance of the shipment. In all cases, our liability is limited to the stated selling price of the product, or at your option, replacement of the merchandise. We will not be liable for special or consequential damages, including profits lost, whether or not caused by or resulting from our negligence.

Ownership of Artwork

All artwork, sketches, copy films and screens created by or furnished by us remain our exclusive property. We own the copyright to all artwork that we have created, however we may sell, license or transfer the rights to said artwork to you by separate agreement.

Copyright Indemnification

If we imprint, at your request, a likeness of a person, product, or any other thing, either provided by you or provided by us at your request, you hereby represent that said likeness is being produced with the knowledge and consent of the individual or entity who has the rights to them.

Storage of Your Merchandise

When we hold or store your merchandise or completed work at your request, and notwithstanding our negligence, you will assume full risk of loss. When we charge for storage at current rates, we will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the you while in our possession. Our liability for such property will not exceed the amount recoverable from such insurance.

Attorney's Fees

In the event we take legal action concerning the terms of this Agreement, or if we retain an attorney to secure collection of all or any portion of an account, whether or not the matter continues to judgment, we will be entitled to reasonable attorney's fees and out-of-pocket costs incurred.