

Warranty and Limited Remedy, Limitation of Liability For All Products

Warranty and Limited Remedy: 3M warrants that the products will be merchantable at the time of shipment and will reasonably conform to an approved proof. THESE WARRANTIES ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE. If any product is proved to be defective, 3M's entire liability and buyer's exclusive remedy will be, at 3M's option, 1) replacement of the quantity of the product which is defective or 2) refund of the purchase price.

Limitation of Liability: 3M shall not be liable for direct, indirect, special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability or any other legal theory. The foregoing Warranty and Limited Remedy and Limitation of Liability may not be changed without a written amendment signed by officers of 3M and seller.

Safety is Top of Mind

The EHS Management System Promotes Sound Environmental Management of Our Facilities Worldwide.

General Information—For All Products

Please also refer to the Conditions of Sale, Additional Charges and Product Specifications (pages 41–46) for each product.

Artwork Charges:

If supplying artwork electronically, see page 52 for art preparation information.

- **Artwork charges:** When we prepare your camera-ready artwork, a fee will be charged. Estimates will be provided per individual job. **\$70.00 (G)** per hour.
- **Templates:** Call for printing and artwork guidelines, or visit www.3M.com/templates.

Cancellation Charge:

All orders are considered firm and cannot be cancelled except on written authorization from factory. If 3M's factory authorizes the cancellation, then 3M will charge the customer cancellation fee of **\$55.00 (X)** plus any accrued charges (artwork, proofs, materials, etc.).

Ink Charges:

- **PMS Inks:** Exact color match cannot be guaranteed. No additional charge except fluorescent, special mix and metallic: **\$285.00 (G)** per color. PMS Inks not available for all products, see individual products for details.

Insert Charges:

Call for quote.

NOTE: Inserts or labels must arrive at the factory within **three (3)** days of a complete order/proof approval, or the delivery schedule will be affected.

Intellectual Property:

When orders are printed to customer's specifications, the purchaser agrees to indemnify supplier and assume any liability resulting from actions or demands brought against supplier for infringement of any copyright, trademark or other intellectual property right. By placing an order, customer admits the validity and enforceability of the 3M trademarks associated with the product(s) ordered, acknowledges 3M's exclusive ownership of and exclusive right to use them, and acknowledges that any and all rights that might be acquired by any use of the 3M trademarks in connection with the resale or distribution of the ordered products shall inure to the sole benefit of 3M. Customer agrees that it shall not use or register in any country any domain name or URL that consists of, resembles, contains, or would be likely to cause confusion with or dilute the distinctive quality of any of 3M's trademarks.

Labeling Charges:

If labels are supplied by 3M, there will be a set-up charge of **\$15.00 (G)** per set of labels and a per label charge of **\$0.15 (G)**.

Overrun & Underrun Charges:

- Orders are subject to maximum 5% overrun/10% underrun.
- **Exact quantity: 5% upcharge**

Paper Colors and Upcharges:

All paper colors are uncoated stock.

- **Recycled Paper: 10% upcharge**—Canary Yellow, White or Spring Green paper only, uncoated stock. Meets Federal requirements for recycled content.
- **Neon/Ultra Papers: 15% upcharge**—Ultra Yellow, Neon Pink, Peach Azalea, Neon Lime, Neon Orange and Ultra Grape. **NOTE:** It is highly recommended that black ink be used on neon and ultra papers.

Pricing:

Pricing subject to change without notice. Prices are based on a single product configuration. The price for a particular product configuration will be determined by the total quantity of that product configuration on a purchase order requesting a single shipment. Orders requesting multiple shipments will be priced using the total quantity of that product configuration on each requested shipment. Orders for immediate shipment bill at the prices in effect on the order date. Orders specifying a future delivery are billed at prices in effect on the requested shipment date.

Production Rush Charges:

"Rush" service may be available with handling charge—call for quote and approval. For unlisted quantities—call for quote. For normal production time on products, see pages 42–46. 3M will make a good faith effort to ship orders within the published production times.

Prototypes:

Refer to Speculative Samples.

Quantity Pricing:

For quantities not shown in printed/on-line catalog—call for quote.

Shipping Charges and Requirements:

- Prices are **F.O.B.** point of shipment with transportation charges prepaid and charged. When routing is not specified on the order, 3M will use the most direct or least expensive method, at 3M's option.
- **Special Delivery Requirements:** If shipment of merchandise requires inside delivery or other special handling, instructions must be clearly described on order form. **NOTE:** Shippers will charge extra for this service.
- **Drop Shipments:** Orders may be shipped to more than one location. The request to drop ship part of an order to additional locations must be received with the order to ensure an accurate delivery schedule. 3M will charge **\$5.50 (G)** for each additional location and method. If specific drop shipment addresses and/or shipping labels do not arrive at 3M's factory within **three (3)** days of a complete order/proof approval, then the delivery schedule will be affected.

Shipping Charges and Requirements (cont.):

- **Inventory Release:** Orders requesting partial shipments to be made at different intervals are subject to a **\$65.00 (G)** additional charge per shipment. The product will be invoiced with each release as shipped. The maximum order size to qualify is catalog end column. First release must equal at least one-third of the total PO quantity. First release must ship within normal catalog production time. **The distributor must sign agreement of these terms prior to production.** The entire order must be shipped and billed within 180 days from 3M's receipt of the original order. Releases shipping in next calendar year will be billed at price in effect at time of shipment.
- **Freight Claims:** Customer is legally responsible when merchandise is consigned to carrier.

Speculative Samples:

Speculative samples are approximate representations of custom printed products. They are made for raising customer interest. Speculative sample artwork quality is only suitable to convey design concepts. A speculative sample is not a press proof.

- **There are two basic kinds of speculative samples:**

- 1) Virtual Samples:** Computer files that are viewed on computer screen and/or printed with a desktop printer. Readily sent via e-mail as links or attachments. Virtual samples are available for all products shown in the catalog.
 - 2) Prototypes:** Physical mock-ups; usually made of paper. Prototypes are subject to availability.
- **Art Requirements:** Artwork and layout instructions are needed with all speculative sample requests. Three types of artwork can be used:
 - a) Mechanical — literature, label, photo, etc.
 - b) Digital Files — including: .eps, .tif, .jpg, .ai, .bmp
 - c) Internet — images downloaded or captured from the web (.jpg or .gif). Must be cropped to show intent.**NOTE:** 3M will not create original artwork such as photography, illustrations or most typeset copy for speculative samples.
 - **Pricing:** Pricing varies by product and complexity of design. Call for pricing and additional information on how speculative samples can be ordered.

Terms:

Net 30 days from 3M's invoice date.

Visa, Mastercard and American Express accepted. ■

Fast, Easy and Convenient —
Deliver your art production files
electronically! Details on page 52.