



INTRODUCTION TO GRAPHIC COMMUNICATIONS Section No. **TYPE TERMS AND CONDITIONS** **1004**

ALTERATIONS, or AAs

(Any additions or changes made by the customer to text data or style specifications originally submitted to the typographer. Also called Author's Alterations). Alterations are not included in normal base rates and will be charged for additionally at rates prevailing at the time of the alteration. When type selection, sizes and style are left to the best judgment of the typographer, any style changes are billable as customer alterations.

CHARGES FOR WORK

(The basis upon which ad work will be performed and billed.) Charges for work may be by job quotation, hourly rate, or unit price, at the discretion of the typographer, and will be billed as work is completed. Charges are considered accepted and due unless contested in writing within 15 days of receipt of invoice

CLAIMS

(Requests for price adjustments.) All claims of, or claims resulting from, defects, errors, shortages, or loss or damage of customer property must be made by customer in writing within 30 days of delivery of the respective part of an order or it shall be considered irrevocably accepted.

COMPUTER PROGRAMS

A series of coded instructions or statements, designed to enable a computer to perform

certain tasks.) Computer programs, systems analyses, and related documentation developed for a customer are the property of the typographer. No use in whole or part shall be made of such programs or analyses without express permission and the payment of a mutually agreed upon compensation to the typographer

COPY

(The verbal, handwritten, typewritten, electronic or printed words, data, or designs prepared for typesetting by the customer. Also called manuscript.) Copy or instructions that are incomplete, inaccurate, or poorly prepared will be accepted by the typographer at its discretion. Any costs incurred in making alterations to the work be" cause of bad copy will be charged to the customer.

CORRECTIONS, or PES

(Changes in galleys, composition or other work made necessary due to errors by the typographer.) Such errors will be corrected without charge when discovered on the next subsequent proof, Errors resulting from incomplete, inaccurate, or poorly prepared copy or data, or from handwritten or verbally submitted copy or changes, are considered billable alterations. No financial liability is assumed for errors beyond producing a corrected galley or page. (Also see Alterations.)

CUSTOMER'S PROPERTY

(All manuscript, art work, media, materials or supplies delivered to the typographer.) Customer's property is received and stored by the typographer without any liability for loss or damage from fire, water, theft, strikes, vandalism, Acts of God, or other causes beyond its control. The typographer's liability for computer tapes or disks is limited to replacement with blank media. All property used in producing work will be considered dead and disposable 30 days after completion of work unless subject to prior written agreement.

DELIVERY and SHIPPING

(Conveying of work to points or receivers designated by the customer.) All shipping and transportation charges are the responsibility of the customer. Delivery to a customer's designated representative, or to a common carrier, licensed trucker, or the Post Office shall constitute delivery and customer shall bear all risk of loss, delay, or damage thereafter. The typographer is not liable for any costs incurred as a result of late delivery, damage or erroneous contents.

ELECTRONIC MANUSCRIPT

(Manuscript supplied by a customer on magnetic disk, or tape, or telecommunicated.) The typographer is not responsible for accidental damage to

supplied media or for the accuracy of furnished input or final output. The typographer makes no representation of its ability to interface, read or utilize disk input and assumes no liability therefor. Any additional translating, editing or programming necessary to utilize customer-supplied files will be charged at prevailing rates.

ESTIMATE

(A nonbinding preliminary projection of charges or job cost.) Estimates are typically, but not exclusively based on projections of the times and costs involved in performing a job based on customers' specifications. Representations and supplied sample copy and are not binding upon the typographer. (Also see Quotation.)

EXPERIMENTAL WORK

(Attempts to create unique production tools, layouts, style pages, dummies or samples.) Experimental work, performed at the request of customers, shall be charged for at the current prevailing rate.

GALLEY PROOFS

(Preliminary reproductions of composition before being made-up into page form.) See Preliminary Proofs.

INDEMNIFICATION

(Insurance and defense against third party suits.) Customer agrees to indemnify the typographer against any expenses, costs, damages or attorneys fees resulting from claims or suits of copyright infringement. Libel, invasion of privacy, civil rights claims, or similar actions.

INPUT DATA

(Information prepared for use on data processing, word processing, or typesetting computers.) Input and intermediate text and data produced by the typographer from paper or electronic manuscript remains the property of the typographer and may be destroyed upon completion of the work,

LAYOUTS, STYLE PAGES, and DUMMIES

(Preliminary or prototype versions of jobs, created as production tools.) Layouts, style pages, dummies, or other special production tools required to be made by the typographer shall be charged for at prevailing rates. No use in whole or part shall be made of such production tools or prototypes without express permission and the payment of a mutually agreed upon compensation to the typographer.

LIEN

(The right to hold customer's property pending satisfaction of outstanding obligations.) All materials or property belonging to the customer, as well as work performed, may be retained as security until all just claims against the customer are satisfied.

LIMITATION ON LIABILITY

(Restrictions on typographer's liability that are considered in determining pace.) WITHOUT PREJUDICE TO OTHER CLAUSES HEREIN, THE TYPOGRAPHER'S MAXIMUM LIABILITY, WHETHER BY NEGLIGENCE, CON-

TRACT, OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT PAID BY CUSTOMER FOR THE WORK IN DISPUTE; AND UNDER NO CIRCUMSTANCES SHALL THE TYPOGRAPHER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

MEDIA

(The material on which computer codes and text are stored, including hard and floppy disks, magnetic tape and paper tape.) All blank and recorded media supplied by the typographer, and all data, text and codes stored thereon belong to the typographer and may be reused or destroyed.

METAL (Type, rules and spacing made from lead alloys.) All metal remains the property of the typographer, unless specifically purchased by customer

ORDERS

(Verbal or written requests for specific goods and/or services.) Acceptance of orders is subject to credit approval, and contingencies such as fire, water, strikes, theft, vandalism, Acts of God, and other causes beyond the typographer's control. Orders will be canceled only upon compensation for work already started and related obligations.

OUTSIDE PURCHASES

(Materials purchased by the typographer to fulfill a customer's order.) All outside purchases will be charged for, based on cost and a markup for handling.

OVERTIME

(Work performed by employees in excess of the regular schedule.) All required overtime is charged for additionally, at the typographers prevailing rates for overtime.

PAYMENT, LATE CHARGES, TITLE

(Compensation for and ownership of work performed.) Payment is to be made in full within the period of the stated terms. Companies and individuals placing orders with a typographer are jointly and severally liable for payment for all work performed. Any amount not paid when due shall bear interest at the maximum prevailing legal rate from the due date until paid. Title to all work remains with the typographer until all invoices and additional charges have been paid in full. If payment is not made within stated terms, customer shall be liable for all costs incurred in collection, including all attorney's fees and court costs.

PRELIMINARY PROOFS

(Reproductions of text, composition and other graphic elements submitted for customer review. Also called customer rough, galley, or reader proofs.) Proofs submitted to a customer for approval must be returned marked "OK" or "OK with Alterations or Corrections" (marked with standard proofreaders marks), dated, and initialed by the customer.

QUOTATION

(A firm statement of price for which specified work will be performed, subject to credit

approval.) Quotations will be given only if the actual manuscript is submitted in its entirety, prior to the start of the job. Quotations are typically, but not exclusively based on the nature and amount of copy, the condition of the manuscript or data, the style and other specifications, the job turnaround time, and all delivery instructions originally submitted. Any change therefrom invalidates the quotation. Quotations are valid for 30 days unless otherwise stated, and must be in writing, and be acknowledged by written purchase order. *(Also see Estimate.)*

READER PROOFS

(Preliminary reproductions of work to date submitted for customer review.) See Preliminary Proofs.

REPRODUCTION PROOFS or 'REPROS'

(Proofs of text, composition and other graphic elements suitable for reproduction by photographic processes or off-set lithography.) Reproduction proofs are intended to have a sharp reproducible image quality. They can be prepared in numerous acceptable manners and at any stage during the job.

SAMPLE SETTING

(Work produced for customer review in expectation of an order.) All sample type will be charged at the prevailing rate.

STANDING TYPE and MECHANICALS

(Metal, film or paper assembled for reproduction.) Type assembled for reproduction is considered dead seven days

after use, and may be disposed of without notice, unless subject to prior written agreement

TAXES

(Additional levy on work.) Unless otherwise stated, charges do not include taxes, and customer agrees to pay and be responsible for any sales, use or other applicable tax, regardless of when liability for such tax is determined.

TELECOMMUNICATION

(Text or data transmitted over telephone lines from computer to computer or by facsimile reproduction of words on paper.) Customer shall pay for all transmission charges. Typographer is not responsible for any errors, omissions, or extra costs resulting from faults in the telephone network or from incompatibility between the sending and receiving computers.

WORKING NEGATIVES and POSITIVES

(Photographic images on film or paper used in the production of work.) All intermediate photographic material made by or at the direction of the typographer remain the property of the typographer and may be disposed of without notice.

Jointly adopted by the Advertising Typographers of America (ATA), the National Composition Association (NCA), the Typographers Association of New York (TANY), and the Typographers International Association (TIA).