

TERMS & CONDITIONS

ORDERS

Email: Please send all orders and artwork to customerservice@primaryprinters.com.

Acknowledgement: Once your order is placed, we will provide you with an order acknowledgement within 24-48 hours. If an acknowledgement is not received within 24-48 hours, please contact customer service. The acknowledgement will confirm all order items and pricing, as well as ship to information. Please note that the ship date will only be confirmed once proof and credit have been approved. It is the distributor's responsibility to check the acknowledgement and question any discrepancies within 24-48 hours of receipt. Once that time has elapsed, the order will be produced based on the information confirmed in the acknowledgement.

Changes: All changes to an acknowledgement must be provided in writing via fax or e-mail and a new acknowledgement will be provided. If you do not receive a revised acknowledgement within 24 hours please contact customer service to ensure the changes were received.

PAYMENT TERMS

Prepayment: It is our company policy that all orders must be prepaid upon confirmation of order. Art proofs will be issued once prepayment has been reviewed. We accept Visa and MasterCard, as well as check or wire transfer. Please contact customer service for additional details.

ARTWORK

Formatting: Please provide Adobe Illustrator (.AI or .EPS) files that are saved as `vector` or `editable` files. All fonts must be converted to curves or outlines in order to preserve your font format. Please ensure that all objects of the same colour are grouped and placed on the same layer.

Art Charge: Basic art changes as well as vector conversions will incur art charges of \$56.25(V). More complicated changes will be quoted on a per project basis.

Type Charge: The addition of text by our art department will incur a charge of \$31.25(V). Fonts will be matched with the closest available.

PROOF

Virtual Proof: Our standard virtual proof is a full colour, electronic, blind proof that will be e-mailed within 24 hours of order placement, prepayment and receipt of proper artwork. The image of your logo, laid out on 1 or 2 sides of the cup, will represent actual size, colour and positioning on the product you have ordered. Our virtual proof is free of charge and covers the first proof plus 2 revisions. Any revisions after that will incur a proof charge of \$20(V). All orders will receive a proof within 24 hours of order placement, prepayment and receipt of proper artwork. Proofs are a necessary part of the order process and cannot be waived.

PROOF (cont'd)

Revisions: Proof changes are also required in writing and a new proof will be issued.

Proof Approval: All proofs must be signed and sent back before an order is sent to production. E-mail or telephone approvals ARE NOT ACCEPTED and your order will remain on hold until the signed proof is received. A final ship date will be assigned only once the final proof has been approved. It is understood that by submitting an order to Primary Printers and approving a proof, the distributor agrees to all of Primary Printers' terms and conditions, regardless of what is on the

distributor's purchase order.

Re-Orders: Reorders do not require a new proof as long as the artwork remains exactly the same, and the order is placed within 6 months of the last order.

Pre-Production Proof: We will print your artwork on samples of the product you have ordered. \$312.50(V) charge per item, per colour, in addition to regular setup, proof and PMS charges. Preproduction proof will be produced in regular production time. Shipping is extra.

PRINTING CHARACTERISTICS

The appearance of printed cups will differ from one print method to another. These differences are based on the various capabilities of the printers used. Cup samples from each method can be provided to help determine the best method for your job. For particularly complex art files we recommend doing a pre-production sample.

Screen Printer: Disposable cup orders with a quantity of less than 5,000 are screen printed. Ink coverage is thick and lines are crisp and well defined. colours are printed one at a time and registration between colours will vary up-down and left-right. colours must print 100% solid (no halftones or shading). Please send multi-colour files to customer service for evaluation prior to placing your order.

Off-Set Printer: Cup orders with a quantity of 5,000 or more are offset printed. Ink coverage is thin and will not appear as sharp as with a screen print. Up to 5 colours can be printed at the same time. Halftones and shading are possible; however it is up to the art department to determine when halftones must be applied as an additional colour.

Pad Printer: Glassware and sleeve orders are pad printed. Ink coverage is thick and lines are crisp and well defined. colours are printed one at a time and registration between colours will vary up-down and left-right. Please send multi-colour files to customer service for evaluation prior to placing your order.

PRINTING DISCLAIMERS

Stock PMS colours: Primary Printers stocks the following ink colours and can be used free of charge. Both PMS 871 and 877 can be used on our off-set printer only (5,000 pieces or more).

PMS 1225	PMS 278	PMS White
PMS 1645	PMS 287	PMS Black
PMS 175	PMS 295	PMS Cool Grey 8
PMS 185	PMS 321	PMS Magenta C
PMS 202	PMS 348	PMS Reflex Blue
PMS 2725	PMS 355	PMS 871
PMS 273	PMS 376	PMS 877

PMS Matching Fee: \$62.50(V) per non-stock colour.

PMS Matching: Ink colours will vary based on the surface we print on and the printer used. For example, paper cups absorb the ink and so the PMS colour may appear darker. On clear plastic cups some light filters through and PMS colours may appear lighter. We are not responsible for these variations in PMS colour matching. All efforts are made to ensure ink colours match up to 1 shade up or down from the specified Pantone colour.

Ink Odor: Paper and plastic products are printed with inks that have some odor. Vapors may be trapped in the plastic packaging during printing, leaving behind a residual odor. Some colours of ink have more odor than others and the amount of ink coverage can affect the amount of odor (example: partial wrap imprints). Should this odor be present, it is not considered a defect. Should this odor be a concern, remove the products from the plastic packaging and allow them to air out so that the odor can dissipate.

Ink on Paper Cups: Ink will print opaque on paper cups.

Ink on Plastic Cups: Plastic cups will allow for some light to filter through and therefore, ink may appear lighter.

Close Registration: Printing multi-coloured logos with close registration is available for quantities of 5,000 or more. Artwork must be evaluated by our art department. (See example to the right).



Double Walled Cups: Double walled cups will exhibit some texture in the outer layer as pressure is applied to the cup during the printing process. Texture can include creases or dents in the outer layer, as well as the appearance of ridges caused by the underlying glue. Due to the uneven surface of the double walled cup, text or images positioned closer to the top and/or bottom of the cup will not print as sharp as images in the centre. This is unavoidable and not considered a defect. Contact customer service should you require further details.

Four colour Process & Gradients: Four colour process and gradients are available and must be evaluated by our art department. Additional charges may apply. (See examples above)



fonts should be 10pt or larger.

Seam Printing: Printing on the seam will occur when printing paper cups at high speeds. To minimize printing on the seam, we recommend printing on one side only. Reprints, discounts or any other compensation will not be provided for printing on the seam. If printing double sided, logos will print closer together to minimize printing on the seam.

One Sided Logos: When printing paper cups, one sided logos are not guaranteed to print opposite of the seam. Logos will move from side to side within the printing area. Every effort will be made to avoid printing on the seam, although when printing at high speeds, it is not always possible.

Vertical Fonts: Vertical fonts may take on the form of trapezoids (wider at the top, narrower at the bottom) as it is printed on the rounded surface of the cup.

Shapes: As your logo prints on the rounded and tapered form of the cup, circles will appear as ovals and squares will appear as trapezoids. (See examples to right)

QR Codes / Barcodes: QR codes and barcodes are susceptible to stretching during the printing process. We recommend sizing them larger than 0.75" to minimize stretching. QR codes and barcodes will scan correctly.



Ribbed Translucent Plastic Cups: Due to the shape of our ribbed translucent cups, text or images positioned at the top and/or bottom of the cup will not print as sharp as images in the centre. This is unavoidable and not considered a defect.

Coffee Sleeves: This item is printed while folded flat and are matched to the proof in that manner. Once placed on the cup, the image will take on the shape of the cup and look tapered. This is unavoidable and not considered a defect. Due to the uneven surface of the coffee sleeves, the imprint may show subtle tonal changes. Please note that our coffee sleeves are only guaranteed to fit OUR paper cups. If you or your customer are planning to use our sleeves with cups purchased from somewhere other than Primary Printers, it is recommended to request complimentary samples for sizing purposes.

Full Wrap Imprint: Full wrap imprints are available with a minimum order quantity of 100,000 cups. (See example to left)

Partial Wrap Imprint: Partial wrap imprints may be available depending on the artwork. Please contact customer service for details. (See example to right)



PRINTING DISCLAIMERS (cont'd)

Thin Lines: Outlines should be 1pt or thicker. Reversed lines require at least 2pt thickness

PRODUCTION TIME

Production Time: Standard production time will range from 10-15 working days. During peak periods production time may increase to 15-20 work days. Please check with customer service prior to placing your order if production time is a concern. Your order acknowledgement will state the current production time at the time your order is placed. Any discrepancies between the acknowledgement and your PO should be reviewed with customer service immediately. Your order will only be scheduled for production once your proof and credit have been accepted. Production time starts at that point and shipping time is in addition to production time.

RUSH SERVICES

Rush Service: Any orders required sooner than our standard production time of 10-15 work days (15-20 work days during peak periods) are considered "Rush". Orders requiring delivery within:
7-9 business days (10-14 business days during peak periods) will incur a \$62.50(V) rush fee.
4-6 business days (5-9 business days during peak periods) will incur a \$125(V) rush fee.
Fewer than 4 business days (fewer than 5 business days during peak periods) will incur a \$187.50(V)+ rush fee.
Rush services may be available and are subject to change based on production schedule at the time of order as well as the availability of inventory. All rush orders will be required to ship using an expedited method. Please check availability of rush service with customer service prior to placing your order.

PRODUCTION FEES

Over/Under Runs: We make every effort to ship exact quantities ordered; however, over/under runs can be up to +/- 10%.

Set-up Charges: \$52 (V) per item, per size and per colour. No additional charge for second side printing. All new orders require a setup charge. Valid for 6 months only. Applies to orders less than 50,000.
Production Fees (cont'd)

Off-Set Plate Charges: \$156.25(V) per item, per size and per colour. No additional charge for second side printing. All new orders require a plate charge. Waived for exact repeat orders. Applies to orders of 50,000 or more.

Pad Plate Charges: \$65(V) per item, per size and per colour. All new orders require a pad plate charge. Waived for exact repeat orders. Price may vary depending on artwork.

Re-Orders: Do not require new set-up charges if the order is placed within 6 months of the previous order AND if it is an exact repeat with no changes in the artwork or item.

SPECIAL PACKAGING

Custom Case Pack: Cups and lids are packed in manufacturer produced packaging. Orders are produced and shipped based on standard case quantities. Custom packaging will depend on various criteria and may be subject to a fee. Please contact customer service for more information on custom case packing.

Special Packaging: Orders that require cases to be split or broken

up will incur a fee of \$6.25(V) per additional box required.

Sleeve Packaging: Orders that require special packaging will incur a fee of \$0.63(V) per additional sleeve required.

SHIPPING

FOB (U.S. Ground Shipments): Usually ship FOB Buffalo, NY but can also be shipped from Toronto, ON.

FOB (U.S. Expedited Shipments): We will determine the best method and can ship either FOB Buffalo, NY or FOB Toronto, ON.

FOB (CDN Ground/Expedited Shipments): FOB Toronto, ON.

FOB (Samples): All samples ship FOB Toronto, ON.

Preferred Carriers: UPS Ground, UPS Freight. Orders can also ship common carrier based on the best available rates.

Factory will not be responsible for lost, damaged or delayed product once an order has left our facility.

Third Party Shipping: US shipments using a third party UPS account will ship FOB Toronto, ON. Orders shipping on a third party UPS account will incur a charge of \$3.13(V) per box. Please contact customer service for specific details regarding your shipment.

Split Shipments: \$9.38(V) per additional address.

Freight Quotes: These are for estimating purposes only and may be subject to change at the actual time of shipping.

Special Labeling: \$0.63(V) per label

Address Errors: Shipping charges that are the result of an error in the shipping address provided with the order will be billed directly to the distributor.

Delivery Refusal: Any shipments that are refused upon delivery will be returned to Toronto, ON. Any costs or delays will be at the distributor's expense. Additional administration fees may apply.

DISCLAIMERS

Product: Primary Printers makes every effort to maintain consistency of the products we supply. However, due to circumstances beyond our control, such as discontinued products, we occasionally have to replace our original items with new ones. Product brands are subject to change without notice and these changes are at the discretion of Primary Printers. The replacement items will always provide a comparable or better quality but may reflect some differences in the dimensions, hues and attributes of the item. Changes in these brands from one order to another are not considered an error in production. Samples can be made available upon request.

Pricing: Every effort is made to verify accuracy of the pricing in this catalogue and maintain pricing. However, Primary Printers reserves the right to change prices without notice.

Logo Placement: Your logo will be placed as per your proof. However, during the printing process, the placement of your logo will move left to right, up and down approximately $\frac{1}{4}$ " – 1". This is not considered a defect.

Scuff Marks & Scratches: Clear plastic cups and glassware are subject to random scuff marks and scratches that occur during the printing and packaging process. These are not considered a defect.

PLA Compostable Plastic Cups: To benefit the environment, these cups are designed to break down under heated conditions within 40-60 days. All of our PLA compostable plastic cups MUST be stored at temperatures below 105° Fahrenheit or they will slowly begin to breakdown. This information is clearly stated on the outside of every case that is shipped. We make certain that these conditions are carefully observed on site but cannot be responsible once the cups leave our dock. Cups that begin to breakdown will appear melted or somewhat discoloured. This is not a defect and we are not responsible for conditions during transport or once they reach the shipping destination.

Order Cancellation: Any cancellation to an order that has already been approved is subject to a \$62.50(V) cancellation fee in addition to any screens, proofs and product that have already been produced. A re-stocking fee of 25% may apply.

Order Change: Any change to an order that has already been approved is subject to a \$62.50(V) cancellation fee in addition to any screens, proofs and product that have already been produced. A re-stocking fee of 25% may apply.

Claims: Any and all claims MUST be filed within 5 days of receipt of merchandise. Please keep all original packaging. In the case of non-printed product, all inner packaging (plastic sleeves) must remain sealed and in their original boxes.

Returns: Must be associated with a claim made within 5 days of receipt of merchandise. A 25% restocking fee may apply. All returns MUST be pre-approved by Primary Printers. In some cases samples of damaged or defective merchandise will be requested. Shipping will be at the sender's expense. All returns will only be accepted in their original packaging. Stock items that are non-printed must remain sealed in their inner packaging (plastic sleeves) and in their original boxes. Returns will absolutely NOT be accepted after 30 days from date of delivery. Approved returns will be shipped back directly to our facility in Toronto,

Ontario, at the sender's expense. Related expenses include shipping, brokerage and applicable taxes. Primary Printers will not accept any COD or freight collect shipments. They will be returned at the sender's expense. Please contact customer service for the exact return shipping address. Any shipments sent to any other location will be refused and returned at the sender's expense.

Refused Shipments: Shipments that are refused or returned to Primary Printers without claim and pre-approval will be the responsibility of the distributor. The distributor will be responsible for all shipping and related charges.

It is understood that by submitting an order to Primary Printers, the distributor agrees to all of our terms and conditions, regardless of what is on the distributor's purchase order.