

Non-Exclusive Retailer Agreement  
For Stationery Works, Inc.  
January 2020

**Terms & Conditions**

**Artwork:**

Stationery Works, Inc. and its artists retain all rights, including copyrights for all images and designs. Under no circumstances will Retailer copy or reproduce any of the products of Designers' Fine Press, Checkerboard and/or Lallie or any derivatives or images thereof, unless expressly authorized in writing by Stationery Works, Inc.

**Logo/Photography:**

Subject to Stationery Works, Inc. approval, authorized Retailers may request a Designers' Fine Press, Checkerboard and/or Lallie Logo or photography of our designs be placed on a website or used for social media. Photography of Stationery Works, Inc. designs from Stationery Works, Inc. collections, as shown or customized, requires proper attribution to Stationery Works, Inc. All Applications are subject to approval by Stationery Works, Inc.

**Printing:**

Letterpress, foil stamping and offset printing are printed on non-computerized artisan presses that create subtle variations in color, position and impression. Digital printing may have similar variations because of the breadth of canvases we offer. Swatches demonstrate how the ink colors vary by print method. While similar, the final ink color will not be exact matches to one another. By accepting these terms, Retailer agrees that such variations exist and do not make the product defective or returnable.

Custom printed products are not returnable.

Any issues with an order must be brought to the attention of Stationery Works, Inc. within 10 business days for resolution. Any issue reported after 10 business days or once the order is in the hands of the customer is the responsibility of the Retailer.

**Proofs:**

Stationery Works, Inc. will email Retailer a color proof of the order. Please know that colors viewed on any electronic device or printed out from your PC will not be accurate. Monitors and printers all vary in color calibration. The best way to know how the colors on your pieces will look is to reference our swatches, collections and other samples we have printed. Retailer agrees to carefully review and proofread all details, including text, designs, artwork, paper color, quantity, ink color, printing method, size, etc. By signing the proof Retailer approves the order and agrees that everything is correct. Stationery Works, Inc. is not responsible for errors found

after proof approval. Any costs associated with reprinting and shipping will be the sole responsibility of the Retailer.

**Cancellation and Change Fees:**

If an order is cancelled, a cancellation fee applies if a proof set has been sent. Cancellation fees start at \$100 retail and increase for any additional proof or work done.

After an order has been approved, a cancellation will result in the cost of all work done up to that point, which may be the full cost of the invoice.

Any changes requested after an approval, which can include but are not limited to changes in quantity, proof changes or paper changes, will incur a \$100 retail fee, in addition to any new plate fee, new design/proof fee, staging fee, reprint fee, etc. Please note that changes after approval can also result in a delay in shipment.

**Discount:**

Stationery Works, Inc. products are presented with suggested retail prices that assume a 50% Retailer discount (excluding tax and/or shipping costs). Invoices provided from Stationery Works, Inc. will list Retailers' wholesale pricing.

**Dealer Dollars:**

Active dealers earn promotional rewards based on business activity. A percentage of sales each quarter is converted to Dealer Dollars to use for marketing items such as albums, samples, resources, etc. Dealer Dollars are valid for 12 months following accrual, and then expire. Dealer Dollars are non-transferable.

**Payment Terms:**

Retailers pay for all products with a credit card or by check when the order is printed or ready to ship unless other payment terms have been agreed upon. Retailer's credit card is kept on file. It is the Retailer's responsibility to contact Stationery Works, Inc. if a new/different credit card should be used. If a credit card is declined the order could be delayed in shipping. Stationery Works, Inc. will make every effort to contact the Retailer via email and telephone for updated information, but it is the Retailer's responsibility to notify Stationery Works, Inc. of any change in payment.

**Shipping:**

Stationery Works, Inc. ships with FedEx via Ground, 3day, 2day and Overnight in the continental United States. Hawaii and Alaska orders ship via 2day and Overnight only. International Retailers are responsible for all customs, taxes, duties and tariffs, as well as FedEx shipping costs that are calculated at shipping. Stationery Works, Inc. is not responsible for any shipping delays, damages or other risk of loss once Products are transferred to the carrier.

**Quotes/Estimates:**

Any order quote or estimate provided by Stationery Works, Inc. shall expire after 30 days unless otherwise noted in the quote.

**Termination:**

Retailer acknowledges that either Stationery Works, Inc. or the Retailer can terminate this agreement without cause with 30 days notice in writing. Such termination does not negate Retailer's liability for all obligations incurred under this agreement prior to the effective date of termination.