

## GK PRODUCTIONS INC. TERMS AND CONDITIONS

These GK Productions Inc. Terms and Conditions ("Terms and Conditions") will govern work performed by GK Productions Inc. ("GK"), including without limitation all estimates and orders for materials and/or services ("Materials") accepted by GK (each, a "Project"). These Terms and Conditions are consistent with the general terms and conditions subscribed to by the Trade Customs of the Printing Industry. Any terms contained in any document issued by you ("you" or "Client") that are inconsistent with these terms will become part of the agreement between you and GK only if GK accepts such terms in writing.

1. **Estimates.** The purpose of the estimate is to clarify GK's and your mutual understanding of the Project and to set forth the scope of the Project, fees and terms. Project cost estimates are based on the material available for review. Final Project cost may increase or decrease due to Client alterations, scope of the Project, shipping, rush service (50% additional charge), phone support to Client, etc. Estimates are good for 30 days.

2. **Project Cost and Deposits.** Project cost and required deposits will be specified in the estimate. Generally, GK will require a 50% deposit on new orders, with the balance due on delivery of the finished Project. For subsequent orders, deposits will be as-agreed, with the balance payable within 15 days. Certain long-term Projects may be billed bi-weekly based on the work performed to that date. Work will commence following receipt by GK of a signed estimate and the applicable deposit. Additional payment may be required for out-of-pocket expenses incurred in GK's performance of the Project.

3. **Payment Terms.** Unless otherwise specified in writing, payment is due within 15 days after the invoice date. Any amounts not paid when due will bear interest until paid at a rate of 2% per month plus a monthly billing charge of \$15.00, or the maximum rate permitted by law, whichever is less. All stated prices are exclusive of taxes. Client will be responsible for any taxes (other than taxes on GK's net income or gross receipts), levied or based on any Project. Applicable taxes will be billed as a separate item on each invoice to the extent possible.

4. **Delivery.** Project delivery will be estimated at the beginning of the Project. Completion and delivery dates are approximate. GK will not be liable for any delay in completion or delivery due to causes beyond GK's control (including but not limited to hardware/software failure, power failure, and acts of the Client). Rush charges may apply.

5. **Printing Over/Underruns.** Due to the nature of the printing process, it may be impractical to make and ship the exact quantity of Materials ordered. GK may overshoot or undershoot Materials by 10% of the specified quantity and adjust prices accordingly.

6. **Changes; Errors.** Additional charges will be applied for Client alterations after commencement of the Project and will be billed in 15-minute increments. No charge will be made for correction of typographical errors. Every effort will be made to ensure the accuracy of the finished Materials. However, the final responsibility to proofread the Materials lies with the Client. Client will notify GK of any updates or changes made to any Project files or Materials after they have left GK.

7. **Client-supplied Materials.** Client represents and warrants to GK that (i) Client has all appropriate rights in the Client-supplied materials, (ii) such materials do not contain anything that is libelous or scandalous, or which threatens anyone's right to privacy or other personal or economic rights, and (iii) the Client-supplied materials do not, and GK's use of such materials consistent with these terms and conditions will not, infringe on any trade name, trademark, copyright, patent or other proprietary right of any person or entity. Client agrees to indemnify, defend and hold GK harmless with respect to any breach by it of this section.

8. **Ownership of Work Product.** Consistent with U.S. copyright laws, GK owns all right, title and interest in and to work product generated by GK in connection with the Project, whether preliminary or final (and including, without limitation, all original artwork and alterations to Client-supplied materials (trapping, sizing, photo touch-up, font changes, etc.)) ("Work Product"). GK may use the Work Product in future applications and Projects in GK's discretion. Upon receipt of payment in full therefore, GK licenses Client to use the Work Product solely in the form and for the uses specified in the estimate. Upon Client's written request, all Client-supplied materials will be returned to Client in their original format. Files or other Materials containing Work Product will be provided to Client only upon execution of an agreement pertaining to transfer to and/or usage of the Work Product by Client, which agreement will provide for additional compensation to GK.

9. **Default.** If, at any time, Client fails to make any payment when due or otherwise fails to comply with these terms and conditions, GK may withhold completion and delivery of any Materials and/or require Client to pre-pay for further work. Client will be responsible for all expenses (including, without limitation, attorneys' fees and court costs) actually incurred by GK in exercising its rights and remedies under these terms and conditions or available to GK under applicable law. The default by Client on one Project will constitute a default under each and every other Project between GK and Client.

10. **Cancellation.** If Client cancels a Project, Client will pay GK for all work performed and all costs and expenses incurred in the course of the Project up to the date of the termination (including reasonable overhead costs and GK's profit).

11. **Limited Warranty.** GK will perform each Project in a professional and workerlike manner. EXCEPT AS SET FORTH IN THE PREVIOUS SENTENCE, GK DOES NOT MAKE ANY, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS AND/OR ANY PROJECT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Claims.** All claims with respect to allegedly nonconforming or defective Materials will be made by Client in writing within ten (10) days of delivery of such Materials to Client, after which, GK will have no liability for same.

13. **Limitation of Liability.** While every effort is made to ensure the integrity of saved files, GK will not be liable in any way for damages to files beyond its control. It is strongly recommended that a blue-line proof or match print be generated before Materials go to final print. If this critical step is waived, GK will not be held responsible for the final outcome of the Project. GK cannot be held responsible for any errors after a proof has been approved and signed and work printed. GK'S LIABILITY WITH RESPECT TO THE MATERIALS OR ANY PROJECT WILL BE LIMITED TO THE TOTAL AMOUNT ACTUALLY PAID TO GK FOR SUCH MATERIALS OR PROJECT, AS APPLICABLE. IN NO EVENT WILL GK BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF GK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

14. **Miscellaneous.** Together with the signed estimate, these Terms and Conditions constitute the entire agreement between GK and Client with respect to the Project and supersede all prior agreements between them. No modification of these Terms and Conditions will be binding unless in writing and signed by GK. GK's rights and remedies set forth in these terms and conditions are in addition to, and not in lieu of any, rights and remedies to which GK is entitled at law or in equity. No failure by GK to take any action or assert any of its rights under these terms and conditions will act as a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Louisiana, without regard to Louisiana's conflicts of laws principles. Any action or proceeding between GK and Client with respect to or arising, directly or indirectly, out of these Terms and Conditions or any Project or Materials provided by GK to Client will be brought exclusively in the state or federal courts located in the Southeastern District of Louisiana, and each party consents to the jurisdiction of such courts.