

BDM Agency, Terms and Conditions:

NOTICE. PLEASE READ THESE TERMS & CONDITIONS CAREFULLY. BY ACCESSING THIS WEB-SITE YOU AGREE TO BE BOUND BY THE TERMS & CONDITIONS STATED BELOW. IF YOU DO NOT AGREE TO THE TERMS & CONDITIONS STATED BELOW, PLEASE DO NOT ACCESS THIS WEB-SITE. BDM AGENCY, RESERVES THE RIGHT TO CHANGE, MODIFY OR AMEND THESE TERMS AND CONDITIONS WITHOUT ANY NOTICE.

LIMITATION OF LIABILITY

In no event shall BDM Agency, or its licensors, suppliers, or vendors, their officers, directors, employees, or agents, be liable for any special, incidental, indirect, or consequential damages of any kind, or for any damages whatsoever resulting from loss of use, data or profits, whether or not BDM Agency, has been advised of possibility of the damage, arising out of or in connection with the use or performance of the site or of failure to provide services that you order from BDM Agency, or its affiliates, including without limitation, damages arising from mistake, omission, virus, delay, or interruption of service. In no event shall BDM Agency, be liable or responsible for any damages or consequences arising from or related to your inappropriate or unauthorized use of the site or its content.

OFFICE HOURS

Our office hours are 9:00 AM to 8:00 PM CST Monday - Friday. Job Drop Off from 9:00am-5:00 and Pick Up from 9:00-4:30.

TURNAROUNDS

Standard Turnaround: Orders placed after 1:00 PM with a turnaround of 7-10 business days

RETURNS / REFUNDS

Since each order is unique to customer and has no re-sale value, All Sales Are Final. If we verify that we made an error, we will re-print the order. No Refunds or Credit.

Customer must notify BDM Agency, within 6 business days of order acceptance to notify any defects discovered in the ordered product or the claim will be denied. In order to receive replacement Customer must return 100% of the received product within 15 days (at their own expense) from the time when the ordered product delivery was taken. All charges related to expedite printing (Rush Printing or Shipping) are NOT REFUNDABLE, including for those orders that are returned for any reason.

CUSTOMER CONTENT

You understand that all information, data, text, photographs, graphics, messages or other materials ("Content") are the sole responsibility of the person from which such Content originated. This means that you, and not BDM Agency,, are entirely responsible for all Content that you use from BDM Agency, Gallery or send, upload, post or transmit via the Service. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. You agree to not use the Service to send, upload, post or otherwise transmit any Content that contains (i) child pornography or anything indecent, obscene, lewd, lascivious, filthy or vile; (ii) a threat to kidnap or injure a person, a threat to injure the personal property or reputation of another person, a threat to accuse any person of a crime, a threat to inform another that a person has violated any law of the United States, or a threat of blackmail; (iii) any matter advocating or urging treason, insurrection, or forcible resistance to any law of the United States; (iv) any defamatory remarks directed at any other person or company; or (v) any content that infringes the intellectual property rights or other proprietary rights of BDM Agency, or any third party does not control posted by Customers and does not guarantee the accuracy, integrity or quality of the Content Under no circumstances will BDM Agency, be liable to you in any way for any Content you may be exposed to that you may find offensive, indecent or objectionable. Products and services, are provided for your personal use only. You agree to abide by these terms of service and not to use these products and services or related messages for any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

You acknowledge that BDM Agency does not pre-screen Content, but that BDM Agency, and its affiliates shall have the right (but not the obligation) in their sole discretion to remove any Content that violates the terms of service or may otherwise be objectionable. You further acknowledge and agree that BDM Agency, may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of service; (c) respond to claims that the Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of BDM Agency,, its users and the public.

GOVERNING LAW

BDM Agency is based in Chanhassen, Minnesota and all transactions take place on BDM Agency,'s servers located in Chanhassen, Minnesota. Any legal action or proceeding relating to or arising from your access to or use of this Site shall be instituted in Chanhassen, Minnesota. You agree to submit to the jurisdiction of Chanhassen, Minnesota. courts and agree that venue in these courts is proper in any such legal action or proceeding.

INDEMNITY

You agree that you shall indemnify and defend BDM Agency, and all parties from whom BDM Agency, has licensed portions of Content, and their directors, officers, and employees, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of or related to (i) your breach of these Terms of Use or (ii) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material you incorporated into Products.

ORDER APPROVAL

Please review your order prior to submitting. Effective February 14, 2007 BDM Agency will no longer accept changes to orders that have been placed. We apologize for any inconvenience this may cause. Customer is fully responsible for final proof and layout approval prior to the printing process.

BDM Agency is NOT LIABLE for errors in a final product caused by any of the following reasons: Misspelling, Graphics, Bleeds, Grammar, Damage Fonts, Punctuation, Wrong cuts, Incorrect or Missing Folds, Die Lines, Crop Marks, Transparency, Overprint, Finished Product Size. We DO NOT make any changes on customer files. Minimum charge for typesetting and design is \$45.00, our hourly rate is \$78.

INDEMNITY

By submitting the above document to BDM Agency, "I agree to the following terms". I have verified that spelling and content are correct. I am satisfied with the document layout. I understand that my document will print EXACTLY as it appears here, that I cannot make any changes once my order is placed and that I assume all responsibility for typographical errors.

CUSTOMER SUBMITTED ARTWORK OR GRAPHICS

All artwork or designs and images must be provided in CMYK format. BDM Agency, is not responsible for any color shift that occurs in conversions from RGB to CMYK or PMS Pantone colors to CMYK color modes.

All artwork, designs and images must be provided in minimum of 300 DPI and CMYK color mode. BDM Agency, is not responsible for images printed as fuzzy, distorted or pixilated due to customer provided artwork.

COLOR PROOFING & MATCHING

BDM Agency is not liable for color matching or ink density on screen proofs approved by the customers. Screen proofs will predict design layout, text accuracy, image proportion and placement, but not color or density or color accuracy.

Application of UV Coating may effect or change the appearance of the printed colors. BDM Agency, is not liable for the final color appearance of a UV product/s or any other color products.

ORDER CANCELLATION

BDM Agency will be happy to help you cancel your order prior to Approval. However, orders may be eligible for cancellation upon request via email. Our Customer Service Team will inform you of any cancellation charges depending on the stage of the order. Orders may not be cancelled or refunded once they have been Plated or any process thereafter. Absolutely no refunds will be issued once an order has been Plated or any process thereafter, including but not limited to Printing, Coating, and / or Finishing. Once the order has been placed successfully, No Refunds are issued for the Logo, and Graphic design services. BDM Agency is not responsible for any duplicated orders that are placed on our web site due to the customer mistake.

RE-ORDERS

Effective 08.01.06 BDM Agency is hereby notifying customers that due to system requirements all electronic files for job orders will not be kept in our system for more than 180 days after order date. Due to this limitation we no longer accept re-orders of previously printed jobs after 180 days. All files need to be re-submitted every time an order is placed. We apologize for any inconvenience this may cause. If you have any questions please contact our customer service department.

ORDER SHIPPING AND DELIVERY

BDM Agency will always act to make sure that any production difficulties do not delay delivery schedules. In no case shall BDM Agency, be liable for any consequential or damages resulting from any delay in shipment or delivery.

All BDM Agency, customers agree not to hold BDM Agency, liable for delays in shipments caused by weather conditions, shipping company delays, international customs issues or any other circumstances beyond BDM Agency,'s direct control. BDM Agency, shipment and delivery dates are calculated based upon estimates provided by our suppliers.

BDM Agency will always act to make sure that delivery schedules are met. However, unexpected equipment failure, malfunction and or technical problems may delay the printing process. BDM Agency cannot be held responsible for unexpected equipment failure, malfunction and or technical problems

BDM Agency can only use its own shipping account and will not use customer provided account numbers for any couriers. Orders must be shipped at whole quantities and may not be split up. Please note that we don't ship to P.O. Boxes.

SHIPPING ERRORS & LOST PACKAGES

Lost or damaged claims can only be filed for shipments over \$50.00 in value and can only be done after 30 days from package shipment. BDM Agency, is not responsible for 3rd party shipping errors, omissions or damaged shipments.

CUSTOMER SUPPLIED INCORRECT ADDRESS

When a package is not delivered due to an error made by the customer in submitting the proper shipping address, BDM Agency, will re-ship the package with corrected address and charge an additional shipping fee for the shipment. THIS WILL ADD SIGNIFICANT DELAY TIME due to

EXTRA SERVICES

Folding: \$10 setup and \$20 per 1000 folds for simple folds (tri-fold / half fold / Z-fold) All complicated folds are quoted based on the project.

(All jobs on 14 point are only scored not folded) , Cutting: \$25 per 1000 per cut, each additional cut add \$10 per 1000. PDF Proofs: \$9 charge will be applied for all PDF Proofs. Hard copy IRIS Proofs: \$35 up to 8.5x11", \$47 up to 13x19", \$88 up to 23x36".

We reserve the right to refuse service without disclosing a reason.