

Ashbury Images Terms & Conditions

Quotations / Acceptance of Orders:

Prices stated in a quotation ("quote") are valid for 30 days from the date of the quote. All prices are based on the cost of materials at the time of the quote.

A quote is an offer that if not accepted within 30 days is subject to review and / or termination by Ashbury Images.

Quotes and order approvals are not final invoices. Any discrepancies from initial specifications, alterations / changes / additions, and deposits may affect the final amount due and will be reflected in the final invoice.

Shipping costs, if appearing on quotes and / or order approvals, are estimates only and are subject to change as will be reflected in final invoices.

Costs for delivery, unless otherwise agreed upon, are quoted for single shipments, without storage, F.O.B. (Ashbury Images) San Francisco, CA.

50% (or 60% for orders greater than \$5000) of the total quoted or order approved amount must be paid as a deposit prior to order initiation with the balance due prior to shipment / pick-up of the completed goods, unless other arrangements are agreed upon in writing prior to order initiation.

Ashbury Images will accept orders either in writing or by phone with a follow-up written confirmation. Customers may not cancel orders already accepted by Ashbury Images (i.e. orders are nonrefundable) unless the following conditions are met: a cancellation request is submitted in writing to Ashbury Images; Ashbury Images consents to the cancellation; and the customer compensates Ashbury Images against all loss incurred in reliance upon the order.

Art / Production:

Creative work developed and furnished by Ashbury Images (e.g. films) is the exclusive property of Ashbury Images. No other party may use or replicate this work unless Ashbury Images is compensated at an amount set by Ashbury Images in good faith.

Customers are required to approve electronic pre-production proofs. Ashbury Images is not responsible for errors in printing done in accordance with proofs returned with customer approval or proofs returned without indication of changes to be made.

Due to normal manufacturing variances, a slight difference in color may appear between a color proof and the final product and between the final products of different orders.

The standard production time is approximately 10 business days after order approval or 5-7 business days after artwork approval. Larger orders may require additional production time. Additional time may also be required if credit is not established or in good standing.

Ashbury Images and customers will adhere to mutually-agreed upon production schedules. Ashbury Images will make commercially reasonable efforts to adhere to these production schedules. Ashbury Images is not liable for delays due to acts of God or unforeseen circumstances beyond its control. If customers do not adhere to production schedules, final delivery dates will change.

Charges will be incurred for any changes to an order once production has started to compensate for work done up to that point. Charges may include, but are not limited to, fees for restocking, additional print locations or colors, portions of orders already completed, and help with or development of artwork.

Customer furnished materials must be presented to Ashbury Images with a description of content. Ashbury Images is not liable for differences, if any, between the content specified in a customer's description and the content actually furnished by the customer.

Ashbury Images will retain customer furnished materials until the final product is accepted by the customer. Ashbury Images maintains fire, extended coverage, vandalism, and malicious mischief insurance for property furnished by customers. In the case of loss or damage, Ashbury Images liability, if any, is capped at the amount recoverable through this insurance.

Ashbury Images will retain the films and electronic files associated with customer orders for a reasonable and / or practical period of time. Ashbury Images is not liable for any loss or damage to films or electronic files.

Copyright Notice / Use of Trademarks:

All of the copy or materials submitted by customers for use in producing items ordered will be accepted by Ashbury Images as being submitted in full compliance with all applicable laws regarding trademark, service mark, copyright, right of privacy, patent or similar protection. Each customer, by submitting copy or materials, represents that the use of the copy or materials on items ordered will not violate any laws. Customers agree to defend, indemnify, and hold Ashbury Images harmless for any damages, costs, and/or expenses that may arise as a consequence of Ashbury Images use of copy and materials.

By submitting any order to Ashbury Images, customers grant Ashbury Images permission to display and exhibit products containing the trademark or copyrighted materials on our web site, in our offices, and in the usual course of business and to distribute the same or similar goods as samples of products available. Ashbury Images will not sell or offer for sale any product with a customer's trademark or copyrighted material without the customer's prior consent.

Shipping / Delivery / Final Invoice:

All shipping prices shown are F.O.B. (Ashbury Images) San Francisco, CA. Postage, shipping, and handling charges will be added to the invoice.

Ashbury Images can only guarantee the ship date, i.e. when the merchandise will leave our facility, and cannot be responsible for carrier or en-route delays.

Ashbury Images reserves the right to deliver up to 3% over or under the quantity ordered based on a reasonable defect rate. Customers will be invoiced for the number of items shipped.

Shortages, rejects, and defects must be brought to the attention of Ashbury Images, in writing, within 15 days of the date of the receipt of the final product.

Ashbury Images' liability is limited to the stated selling price of any defective goods and in no event does liability include special or consequential damages.

No returns will be accepted without the written authorization of Ashbury Images. In the event of a return, Ashbury Images will require that all goods be returned within 15 business days.

Invoices not paid according to agreed upon terms will be charged a 1.5% finance charge per month on balance due. Ashbury Images reserves the right to retain possession of a customer's furnished property as security for any outstanding payment.

Customers are responsible and liable for any fees – including attorney and collection fees with interest and/or other incidental charges – incurred in efforts to collect unpaid balances on accounts overdue by 90 days.

Disputed invoices must be brought to the attention of Ashbury Images, in writing, within 15 days of the invoice date.

Sales tax will be charged on all products shipped within the state of California unless Board of Equalization (BOE) Form 230 or other California certified proof of sales tax exemption is submitted prior to final invoicing.

A \$25 fee will be assessed to customer accounts for checks returned by the bank for any reason. If a check has been returned, only money orders or credit card payments will be accepted on an account.

Ashbury Images reserves the right to amend, supplement, or modify these terms and conditions.