

# 2021-2022 School Folders Terms & Conditions



## Ordering

- School Mate<sup>®</sup> hereinafter referred to as the Company, agrees to produce folders in accordance with information furnished on the order form. The person submitting the order, hereinafter referred to as the Customer, agrees to furnish a completed, **signed** order form and all material to be produced on the Customer's folders, including mascot and other custom material with no subsequent changes. The Customer specifically representing the submitting organization is at least 18 years old and is fully authorized to sign this application as agent on behalf of the organization.
- A submitted order constitutes a binding Contract between the Company and the Customer. No other statements or oral agreements are binding.
- If Customer's organization requires a PO, the Customer is responsible for providing it and notifying their purchasing department of changes that may affect the PO. The Company's terms supercede any terms from a PO or written bid.
- Multiple orders cannot be combined for volume discounts.
- If order must be delivered by a specific date, the Customer is responsible for placing the order on time and for charges incurred if the order is refused due to PO expiration.
- Orders outside the USA are not accepted, except for orders from schools with APO and FPO addresses. The Company reserves the right to deny orders for just cause.
- Customer warrants that releases have been obtained to reproduce any copyrighted or trademarked material submitted with order. If Customer furnishes custom material, the Customer shall hold the Company and its subsidiaries harmless against claims, suits, costs, damages, judgments, attorney fees, license fees, settlements, or expenses incurred, claimed, obtained, or sustained by third parties, whether for intellectual property infringement (including copyright and trademark infringement), dilution, misappropriation, or otherwise, because of the manufacture, use, marketing, or sale of folders.

## Payment

- Orders will be invoiced upon shipping. Payment from schools or school districts is due Sept. 1, 2021. Payment for orders shipped after Sept. 1, 2021 is due upon receipt. Accounts 30 days past due will be charged 1.33% interest per month (16% annum) or maximum allowed by law. The Customer is liable for any collection fees incurred. The Company reserves the right to require prepayment. All prices are based on USA currency.
- Order and all material must be received to invoice early. Delayed shipping and invoicing are also available.
- If order is canceled, the Customer will be liable for any costs in preparation or production of the order.
- Orders are subject to a 5% overrun/underrun. Customer will be invoiced for the number of folders shipped.
- NE and FL orders only: To avoid paying sales tax, NE orders must submit Form 13 (NE Exempt Sales Certificate). FL orders must submit Form DR-13 (Resale Certificate) or DR-14 (Consumer's Certificate of Exemption).

## FREE Proof

- Proofs are sent for material that requires typesetting or design (front and back covers, pockets, or handbook). The first proof is **FREE**; extra proofs are subject to a charge.
- Provide a proof contact person and his/her contact info (including email), or production and shipping will be delayed. Proofs are sent 1–3 weeks after order is received if proof was not approved upon ordering. Customer must approve the proof within 3 business days to avoid delays.
- Customers who repeat a previous order will not receive a proof.
- Overlooked errors or material inadequately submitted by the Customer are considered Customer errors.
- The Company is not responsible for changes after folders are in process.

## Production

- Production begins the day *after* the completed, **signed** order form and all material is received. Delayed material will delay production and ship date.
- Normal or Rush Production time does not include weekends, holidays, or shipping time. **See chart below.** Normal Production time is *estimated* as seasonal demands, shortages, or any other reasonable causes can affect it.

### Custom Folders

Production Time..... 6 weeks

### RUSH Production..... 4 weeks

RUSH orders incur a **20% up-charge (\$75 minimum)** on the subtotal. All material must be stock items or press-ready. (No typesetting with Rush Production.)

### Non-Custom Folders

Production Time..... 1–2 weeks  
if ordered separately from Custom Folders.

**Otherwise, folders will ship together with your Custom Folder order.**

## FREE Shipping

- Allow 2–8 business days for delivery within the 50 states. For APO and FPO orders, allow approx. 6–12 weeks (USPS does not guarantee a service commitment for APO and FPO addresses).
- Shipping is **FREE** for orders shipped within the contiguous USA. Shipping charges apply to APO, FPO, AK, and HI orders; call for charges. Faster delivery service is available for an extra charge.
- Change orders or production halts will incur charges and delay shipping.
- All orders within the 50 states ship via UPS ground or truck from Kearney, NE. APO and FPO orders ship via standard post. To prevent shipping delays, the Company reserves the right to deny Customer-specified carriers or accounts.
- UPS will deliver to the door only. Truck drivers are not required to unload. The Customer may be responsible for unloading items.
- Choose a delay ship date, if needed, to ensure someone is available to receive order (not available for APO/FPO orders). See the order form online. If order is returned to the Company because no one was available to receive the order, or if freight is rerouted, the Customer is liable for extra charges.
- Folders cannot be returned for any reason.
- Defective folders, not due to shipping damage, must be reported to the Company within 90 days of ship date. The Company reserves the right to repair, replace, or credit defective folders. Folder damage due to shipping or any other shipment issues must be reported within 7 days. The Customer must retain all packaging, including boxes, if a claim is made.
- The Company is not responsible for delays in shipping or receipt of order due to strikes, shortages, heavy seasonal demand, or any other reasonable causes beyond the Company's control.

Call **800-516-8339**