

2018-2019 Student Planners & Agendas Terms & Conditions



Early Order Discount

- **Save 25¢ per planner if we receive your order by May 16, 2018.** See prices with discounts on p. 2. Discount does not apply to Budget Planners, Student Agendas,® or School Events Agendas, and cannot be used with other discounts or on reorders after the deadline.
- **IMPORTANT:** ALL material (mascot/logo, handbook pages, cover, etc.) must be received to begin processing the order. Incomplete orders do not qualify, and discount will be invalidated if material arrives late or changes are made after May 16, 2018.

Ordering

- School Mate,® hereinafter referred to as the Company, agrees to produce planners 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 in the Customer's planners, including handbook pages, mascot, and other 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.
- 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 from individuals, retailers, non-educational parties, or others for just cause.
- Supplies are limited. The Company reserves the right to substitute covers.
- 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 defend, indemnify, and 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 planners.
- The parties agree that the validity, construction, and performance of the order form shall be governed by the laws of the State of Nebraska. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any court of competent jurisdiction in Nebraska for any dispute concerning or related to the order. The Customer further agrees that any action arising from the terms of the order shall be filed exclusively in a court of competent jurisdiction in Nebraska. Customer further consents to venue in Nebraska and waives any rights to challenge venue in Nebraska.

Payment

- Orders will be invoiced upon shipping. Payment from schools or school districts is due Sept. 1, 2018. Payment for orders shipped after Sept. 1, 2018 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.
- Multiple orders cannot be combined for volume discounts.
- 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 (handbook pages, advertising, cover). Proofs are not sent for press-ready handbooks. First proof is free; extra proofs are subject to a charge.
- For faxed or mailed order forms, provide a proof contact person and his/her contact info (including e-mail), or production and shipping will be delayed. Proofs are sent 1–3 weeks after order is received. Customer must approve the proof within 3 business days to avoid delays.
- Overlooked errors or material inadequately submitted by the Customer are considered Customer errors.
- The Company is not responsible for changes after the book is 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.

Non-Custom Planners/Agendas & Undated Agendas®

KGA, PRA, ELA, MSA, HSA, AGA, UDA, CLA, SRA

Production Time.....5–10 business days (1–2 weeks)

Custom Planners/Agendas – KGB, KGC, PRB, PRC, ELB, ELC, MSB, MSC, HSB, HSC, AGB, AGC, TB, TC, QB, QC, CLB, CLC, SRB, SRC

RUSH Production.....20 business days (4 weeks)

Normal Production.....30 business days (6 weeks)

RUSH orders incur a 15% up-charge on the subtotal (\$75 min.).

All material must be stock items or press-ready if custom.

NOTE: Orders ship once completed; however, earliest orders ship spring 2018. If necessary, choose a delay ship date to ensure someone can receive the order. Check your school calendar.

Orders received after June 15, 2018 may require 30–45 business days (6–9 weeks) for Normal Production due to heavy demand.

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).
- 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. Shipping charges within the continental USA are 35¢ per book. AK, HI, APO, and FPO orders cost extra; call for charges.
- 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. 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.
- Books cannot be returned for any reason.
- Defective books, 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 books. Book 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.