

**TAKEOUTSPECIAL.COM**

12910 Automobile Blvd.  
 Ste K  
 Clearwater, FL 33762  
 Toll Free: 866-855-2221  
 Fax: 727-571-1315

**INVOICE / ORDER FORM****1. Contact**

Company:	
Contact:	
Address:	
City/ST/Zip:	
Phone:	
Fax:	
E-mail:	

**2. Shipping Address** (if different from contact. Print Legibly)

Company:	
Contact:	
Address:	
City/ST/Zip:	
Phone:	
Fax:	
E-mail:	

**3. Products**

#1

Product name (i.e. menus, business cards, etc.)	
Quantity needed	
Desired product features (i.e. size, coating type, required proof, etc.)	

#2

Product name (i.e. menus, business cards, etc.)	
Quantity needed	
Desired product features (i.e. size, coating type, required proof, etc.)	

#3

Product name (i.e. menus, business cards, etc.)	
Quantity needed	
Desired product features (i.e. size, coating type, required proof, etc.)	

#4

Product name (i.e. menus, business cards, etc.)	
Quantity needed	
Desired product features (i.e. size, coating type, required proof, etc.)	

#5

Product name (i.e. menus, business cards, etc.)	
Quantity needed	
Desired product features (i.e. size, coating type, required proof, etc.)	

#6

Product name (i.e. menus, business cards, etc.)	
Quantity needed	
Desired product features (i.e. size, coating type, required proof, etc.)	

## TERMS & CONDITIONS

1. Quotations/Estimates
  - Prices posted on this website are subject to change without notice. Written estimates are good for 30 days. An estimate not accepted within 30 days may be changed.
2. Payment Terms
  - All orders must be prepaid due to the speed of our turnaround. Please note there is a \$100 minimum on pay-by-check orders.
3. Orders
  - TakeoutSpecial.com reserves the right to use its sole discretion in refusing to print anything it deems improper or known to be illegal. TakeoutSpecial.com is not liable for any damages resulting from unwitting violation of copyright laws or illegal use of trade names or slogans. The client guarantees the legal title of all matter submitted TakeoutSpecial.com for printing and/or publication.
4. Cancellations
  - Canceled orders require compensation for incurred costs and related obligations at the time of cancellation. Due to the speed of our turnaround, you may only cancel a job by 6pm on the same business day you place your order (via e-mail). A minimum charge of \$35 or 15% of total order (whichever is greater) is applied to jobs canceled before our evening cutoff time of 4pm. A minimum charge of \$75 or 25% of total order (whichever is greater) is applied to jobs canceled before 6pm. No credits will be given for orders canceled after 6pm of the same business day the order was placed. All cancellations must be submitted in writing via email.
5. Refunds
  - Once an order is placed on our website for production, there are no refunds - regardless of whether you placed the order yourself or you had a TakeoutSpecial.com employee custom enter the order for you. Orders placed by TakeoutSpecial.com staff on your behalf are subject to the same terms and conditions as orders you enter yourself. Custom entered orders are only done as an accommodation for you and in no way do we waive any of our terms and conditions by agreeing to enter an order for you. Should an order be canceled in the appropriate manner during the allotted cancellation period (See section 4 of our terms and conditions for our cancellation policy), TakeoutSpecial.com will issue a credit for future orders for whatever amount (if any) is owed to the client. In no case shall TakeoutSpecial.com issue a refund or offer anything other than a credit against future orders. Should the client abandon their order for whatever reason, they will not be entitled to a refund for any printing, postage, mailing, shipping or design fees. Any orders abandoned will be issued a credit at the sole discretion of TakeoutSpecial.com. Likewise, customers that refuse to accept delivery of their product will not be entitled to any refunds, credits or compensation of any kind.
6. Accuracy of Specifications
  - Quotations are based on the accuracy of the specifications provided. TakeoutSpecial.com can requote a job at the time of submission if the art does not conform to the information on which the original estimate was based. Orders placed with TakeoutSpecial.com are to the client's knowledge correct, and there are no conditions or agreements relating to the order which are not written or accompanying said order.
7. Liability
  - TakeoutSpecial.com liability shall be limited to the stated selling price to the customer of any defective goods, and shall in no event include special, consequential, incidental, indirect or similar damages, including without limitation, lost profits. TakeoutSpecial.com warrants that every product manufactured by it meets industry standard for such product and is free of any material defect in workmanship. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF FITNESS FOR PARTICULAR USE AND MERCHANTABILITY. TakeoutSpecial.com makes no other warranty and no actions or words of TakeoutSpecial.com or its officers, employees or agents shall constitute a warranty.
8. Indemnification
  - The customer represents that it has the legal right to produce all printed materials ordered from TakeoutSpecial.com. In the event that a charge, claim or demand, or arbitration, action or proceeding (collectively, a "Claim") is made or commenced against TakeoutSpecial.com based upon, relating to or arising from the alleged wrongful acts of the customers, or alleging that the printing performed or product produced by TakeoutSpecial.com ordered by the customer: (a.) infringes any copyright, patent or other proprietary right of any person; or (b.) contains matter that is libelous, slanderous, defamatory, scandalous or obscene, the customer shall indemnify and hold TakeoutSpecial.com harmless from and against any loss, damages, cost and expense arising from or related to the Claim including without limitation; (1.) defending TakeoutSpecial.com against any such Claim (2.) paying any judgment or award against the customer; and (3.) reimbursing TakeoutSpecial.com for any legal fees and expenses it reasonably incurs in responding.
9. Electronic Manuscripts/Images
  - It is the client's responsibility to maintain a copy of the original computer files, artwork and transparencies. TakeoutSpecial.com is not responsible for accidental loss or damage to media supplied by the client or for errors on supplied artwork furnished by the client. Until TakeoutSpecial.com can evaluate digital input, no

claims or promises are made about our ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize client-supplied files will be charged at our current rates. TakeoutSpecial.com does not archive your work for longer than it takes to produce the final product. Please save your work!

#### 10. Alterations/Corrections

- Client alterations must be specified in writing and must include all corrections or changes from the original specifications. Such work will be charged at our current rates.

#### 11. Prepress Proofs

- When requested by the customer, TakeoutSpecial.com will submit color proofs for the customer's review and approval. A high-resolution color proof is available for an additional \$60 on all printed material excluding gang-run items. A minimum shipping charge of \$25 is required to send a proof via express air shipping. Proofs must be returned to TakeoutSpecial.com marked "O.K." or "Revised Proof Required" and signed by the customer. Until the proof is returned, no additional work will be performed. TakeoutSpecial.com will not be responsible for undetected production errors if:
  - Proofs are waived by the client
  - The work is printed per the client's written OK
  - Requests for changes are communicated verbally
  - All requests for changes of any kind must be made in writing to avoid mistakes

#### 12. Color Proofing

- Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a "pleasing color" variation between color proofs and the completed job [as determined by generally accepted trade technical methods] is to be expected. When such a variation occurs, it will be considered acceptable performance.

#### 13. Overruns/Underruns

- TakeoutSpecial.com will normally deliver the exact quantity of goods ordered plus a small additional amount or overs. There is no extra charge for any overs or credits for unders (shortage less than 10%). The generally accepted trade practice is plus or minus 10%. If you must have a guaranteed numbers of pieces (such as for a mailing) we strongly suggest you order a sufficient amount of pieces to allow for the +/- 10% and the waste that occurs during the inkjet/laser mailing process. For example, if you have a 5,000 piece mailing you should order 5,500 pieces.

#### 14. Delivery

- Charges for delivery of materials and supplies from the client or the client's supplier to TakeoutSpecial.com are not included in quotations unless specified. TakeoutSpecial.com is not responsible for delays and/or damage incurred during shipping. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever comes first. Customers that refuse (or are unable) to accept delivery of their product will not be entitled to any refunds, credits or compensation of any kind. Customers that choose to have us ship under their FedEx account are fully liable and responsible for any and all shipping charges. Should FedEx bill (charge) TakeoutSpecial.com or otherwise deny those charges to your account for any reason whatsoever (including but not limited to invalid account number, closed account, suspended account, your refusal to pay FedEx, etc). customer agrees to allow TakeoutSpecial.com to charge their credit card again for any shipping charges accrued on your behalf. Likewise, if you choose to use your FedEx account and TakeoutSpecial.com ships (either by accident or intentionally) under our FedEx account you will still be liable and responsible for those charges without exception or limitation. Customer agrees to waive all protests to such charges.

#### 15. Local Delivery

- One attempt will be made to deliver orders that include the local delivery option. If the recipient is not available at the delivery address at time of delivery, the order will return to our facility in Clearwater and the customer can pick it up at their convenience.

#### 16. Claims

- Claims for defects, damages, or shortages must be made by the client in writing no later than 48 Hours after delivery. If no such claim is made, TakeoutSpecial.com and the client will understand that the job has been accepted. By accepting the job, the client acknowledges that TakeoutSpecial.com performance has fully satisfied all terms, conditions and specifications.
- Under no circumstances shall postage be credited or refunded. Customer acknowledges that once your job leaves our facility, TakeoutSpecial.com is in no way responsible for the delivery of your mail. Any claims for failure of mail to reach its intended destination, tardiness of mail delivery, etc. shall not be considered and no compensation of any type will be offered.
- Security interest – You (the customer) hereby grants and TakeoutSpecial.com retains a security interest in any work produced by us until such time that your ordered in paid in full. In the event of a credit card chargeback, TakeoutSpecial.com reserves the right to pursue for payment both you and any company or individual for whom the work was performed.

17. Disputes & Venue
  - For legal purposes, the venue for any dispute shall be Pinellas County, Florida, USA.
18. Right to Subcontract
  - TakeoutSpecial.com shall have the right to assign any portion of the work required to another contractor.
19. Workmanship Guarantee
  - Because of the nature of offset printing, on rare occasions the following may occur: variation in color, offset (smudges), cutting variations, marking, picking, etc. Because of cutting it is possible that all printed materials may be trimmed by 1/16th of an inch undersized on all sides (please address all art appropriately). Customer acknowledges that they are receiving printing at a substantial price discount and expedited delivery times and thus said printing will not be held to the same standard as traditional offset lithography nor generally accepted printing standards. While every effort will be made to satisfy our customer's needs, requests for reprints or credits based on quality issues will not be recognized.
20. Turnaround Times
  - Turnaround times are estimates and are not guaranteed. Based on the product you are ordering, you may choose from our standard turnaround, expedited turnaround or rush turnaround. Some products are available as 24 hour (next business day) turnaround at no additional charge if received by 12pm EST. While we make every attempt to ship those items on the next business day, all turn times are estimated and not guaranteed. Orders placed after those times will be considered as being ordered the following business day. All estimates are based on "business days" and do not include weekends or holidays. Turnaround times do not include the time required to ship your product. If for some reason we are unable to meet your expedited or rush turnaround deadline, we will credit you for the additional monies you spent for faster service (if any) but you will still be charged for the entire order-less the expedited or rush fee (if any). Under no circumstances shall you be entitled to a refund, credit or any other consideration. Turn times begin at the time you submit a ready to print file. Files that are not submitted properly will not begin production until they are corrected and resubmitted by you to us. Orders requiring a proof will not begin production until we receive a written proof approval from you.
21. Privacy Statement
  - Any information TakeoutSpecial.com collects from order processing or from any inquiries is not shared with any other company. Your information is only used for contact, billing, and shipping purposes. Your credit card information is never stored by TakeoutSpecial.com.
22. Samples
  - TakeoutSpecial.com might use your product for samples or advertising purposes.
23. Billing/Promotional Pricing
  - Your credit card bill will read "Printing Services". From time to time we may offer promotional discounts or special pricing. If you receive a promotional code, this code must be entered online at the time your order is placed. Under no circumstances will we credit, refund or in any way compensate you or honor this promotional price if you fail to enter this code. Promotional discounts and special pricing are subject to change without notice and may be withdrawn at anytime using our sole discretion. Likewise, TakeoutSpecial.com reserves the right to deny promotional discounts or special pricing should we deem the promotional code used was obtained fraudulently. Any print credits purchased (bronze, silver, gold and platinum programs) are non-refundable, non-transferable and must be used with 24 months of date of purchase.
24. Inkjet Proofs
  - Inkjet and laser prints are known to look substantially different than offset printing. We offer quick turnaround and low prices by printing to a "pleasing color" standard, using standard ink densities. There is no guarantee that your finished piece will match your printed sample. This is due to the varying results from different output devices including inkjet printers, continuous tone proofing devices, and film-based proofs.
25. Mailing Services
  - Proof of delivery-In the event that you engage TakeoutSpecial.com to mail a job for you, proof of delivery shall be deemed to be a copy of form 3602 of the United States Postal Service (USPS). Since your job is delivered to the post office, and not to you directly, you agree that the USPS is acting as your agent for purposes of proof of delivery and that their official form 3602 shall be treated as if you personally accepted delivery of said job.
26. Changes
  - TakeoutSpecial.com may change, modify, add or remove portions of this policy at any time, and any changes will become effective immediately upon being posted unless otherwise stated. This policy was updated on October 20, 2011.