# **Printing Terms & Conditions**

Stand: Juni 2023

NOTICE: Please read these terms & conditions carefully. By ordering our printing service 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 order the service. DEMACH Event- und Veranstaltungs GmbH (hereinafter 'DEMACH') reserves the right to change, modify or amend these terms and conditions without any notice.

- Printing service provides printing and delivery services to the exhibitors of the events organized by DEMACH Event- und Veranstaltungs GmbH.
- · Please view our Booth Sizes/Banner Specifications for ordering. Before placing your order, please contact us to confirm the specifications.
- Orders may not be cancelled or refunded once they have gone into production or any process thereafter.

### ORDER APPROVAL

Please review your order prior to submitting. DEMACH does not accept changes to orders that have been placed. Customer is fully responsible for final proof and layout approval prior to the printing process.

DEMACH 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.

#### INDEMNITY

By submitting the order document to DEMACH "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. DEMACH is not responsible for any color shift that occurs in conversions from RGB to CMYK.

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

DEMACH is not responsible for any color shift in converted photographs (RGB images) with black, near black, or gray tones. Color shifts from a perceived black or gray must be addressed prior to file submission. Proofs do not guarantee black, near black or gray final output.

Application of UV Coating may effect or change the appearance of the printed colors. DEMACH is not liable for the final color appearance of a UV product/s. DEMACH reserves the right to change the paper quality and/or type at anytime, without notifying its customers.

### PRINTING DEFECTS

Customer must notify DEMACH in writing (via email) within 24 hours of delivery of any defects discovered in the finished goods. Please note that photos of the defective product may be requested prior to any action being taken. All returns must be UNUSED and in their original packaging. In the event that we have printed a document incorrectly and it be found to be our fault then we will supply a full re-print without cost to the customer. If the customer wishes to alter the artwork prior to the re-print then this will be treated as a new order and be consequently charged for.

## COPYRIGHT

By using our printing service, you are representing that you have full rights to use the copy, design, and images in your piece without infringing the intellectual property rights of third parties. You also recognize that subject matter does not have to bear a copyright notice in order to be protected by copyright law, so absence of such notice does not necessarily assure a right to reproduce. You further warrant that no copyright notice has been removed from any material used in preparing your Content for reproduction.

You agree to indemnify and hold DEMACH harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, or transmit through our printing service.

### ORDER SHIPPING AND DELIVERY

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

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

DEMACH 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. In case of delay caused by technical difficulty, rush charges/fees will be refunded or waived where applicable. However, technical difficulty will not be the grounds for order cancellation.

### PLACE OF PERFORMANCE/JUDICIAL VENUE

The place of performance is the location of the DEMACH's registered offices. The same applies to the judicial venue, insofar as the exhibitor is a registered trader or a legal entity under public law or has no court of jurisdiction in Germany.