

### PRICING AND QUOTATION

Prices published on Xclusive Production (herein also known as "The Company") marketing materials and web-site are subject to change without prior notice. Every effort will be made to notify any price increases in advance.

Quotations, either emailed or faxed, will only be honoured for up to 30 days from date of the quote.

### ARTWORK

All work carried out, whether experimentally or otherwise, at the Client's request shall be charged.

Prices published on Xclusive Production marketing materials and web-site are only applicable when the Client supplies digital files that fully comply with the stipulated file preparation guidelines.

An artwork fee may be charged to the Client to cover any additional work involved where artwork/copy supplied is not clear and legible or electronic files supplied are damaged or otherwise unsuitable.

Each artwork fee entitles the Client to two sets of adjustments. The Client will be provided a preview file (in .jpeg format) for approval. High-resolution working files will remain the property of Xclusive Production.

Artwork fees are non-refundable.

### PROOFING, COLOUR MATCHING AND PRINT QUALITY

Xclusive Production will reproduce colours from the digital files as closely as possible. However in doing so, we may not achieve an exact match in colour and density due to limitations in the proofing, printing process or/and neighbouring image ink requirements.

A variation ( $\pm 10\%$  difference) in colour between original materials, proofs and the completed order, will be considered acceptable print quality.

The Client must provide high-resolution images suitable for print reproduction. Xclusive Production shall not be liable for images (supplied by the Client) that print poorly due to the low-resolution.

The Client must provide all full colour print images in CMYK format. Xclusive Production will not be responsible for any colour shifts that may occur during the RGB to CMYK colour conversion.

### DELIVERY

If required, in whole or in part (e.g. as samples), the Client must bear additional delivery charges.

### PAYMENT

Payment in full is required upon placement of orders.

### QUANTITY

Every endeavor will be made to deliver the correct quantity ordered, however there might be a difference of up to 5% of quantity ordered.

Quantity in excess or shortage will be charged or deducted from the price. Clients who require precise quantities are required to inform Xclusive Production before production.

### LIABILITY

Xclusive Production shall not be liable for any loss to the Client arising from any delay in transit not caused by the company.

### COMPLAINTS

All complaints must be made within 5 business days of receipt of the printed goods.

Orders with manufacturing errors and/or defects will be printed on the next available print-run at the discretion of Xclusive Production, at no charge to the Client. Xclusive Production's sole liability shall be limited to reprinting of the order. All defective products must be returned to Xclusive Production before the order is reprinted. Returned products have to be in the original condition and quantity when released by Xclusive Production to the Client.

Unsatisfactory orders as a result of the Client's errors will be reprinted at a reduced rate to be determined by Xclusive Production

### ERRORS AND OMISSIONS

Xclusive Production will not be responsible for errors and omissions approved by the Client.

The Client is solely responsible for failure to detect errors during the proofing process whether the artwork is supplied by the Client or created by Xclusive Production.

### PROPERTY

Standing material owned and used by Xclusive Production in the production (e.g. plates, film etc., or as electronic files created to complete the job) shall remain the exclusive of Xclusive Production's property. Such items when supplied by the Client shall remain the Client's property.

Unless otherwise advised by the Client, Xclusive Production will (as a service to the Client) retain all such materials (electronic or otherwise) associated with the job for a reasonable length of time for which there is usually no charge.

Unless otherwise advised by the Client, Xclusive Production may use these prints for display purposes.

### MATERIALS SUPPLIED BY CLIENT

Xclusive Production may reject any paper or other materials supplied or specified by the Client, which appear to be unsuitable for use.

The Client shall bear any additional costs incurred during production due to the unsuitable materials.

Where materials are so supplied or specified, Xclusive Production will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified. Quantities of materials supplied by the Client must be adequate to cover normal spoilage.

### INSOLVENCY

If the Client ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, Xclusive Production without prejudice to other remedies shall:

- a) have the right not to proceed further with the contract or any other work for the Client and be entitled to charge for work already carried out (whether completed or not) and materials purchases for the Client, such charge to be an immediate debt due to Xclusive Production; and
- b) in respect of all unpaid debts due from the Client shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

### INDEMNIFICATION AND ILLEGAL MATTERS

Xclusive Production shall not be required to print any matter, which in our opinion is or may be of an illegal or libelous nature or an infringement of the proprietary or other rights of any third party.

Xclusive Production shall be indemnified by the Client in respect of any claims, cost and expenses arising out of any libelous matter or any infringement of copyright, patent and design or of any other proprietary or personal rights contained in any material printed for the Client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

### FORCE MAJEURE

Xclusive Production shall be under no liability if we shall be unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.

During the continuance of such a contingency the Client may by written notice to Xclusive Production elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

### LAW

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of Singapore.