



## Custom Printed Products

**Warranty and Limited Remedy:** 3M warrants that the products will be merchantable at the time of shipment and will reasonably conform to an approved proof. **THESE WARRANTIES ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE.** If any product is proved to be defective, 3M's entire liability and buyer's exclusive remedy will be, at 3M's option, 1) replacement of the quantity of the product which is defective or 2) refund of the purchase price.

**Limitation of Liability:** 3M shall not be liable for direct, indirect, special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability or any other legal theory. The foregoing Warranty and Limited Remedy and Limitation of Liability may not be changed without a written amendment signed by officers of 3M and seller.

## General Information For All Products — Also refer to the Conditions of Sale for each product at [3M.com/promote](http://3M.com/promote).

### Intellectual Property:

When orders are printed to customer's specifications, the purchaser agrees to indemnify supplier and assume any liability resulting from actions or demands brought against supplier for infringement of any copyright, trademark or other intellectual property right. By placing an order, customer admits the validity and enforceability of the 3M trademarks associated with the product(s) ordered, acknowledges 3M's exclusive ownership of and exclusive right to use them, and acknowledges that any and all rights that might be acquired by any use of the 3M trademarks in connection with the resale or distribution of the ordered products shall inure to the sole benefit of 3M. Customer agrees that it shall not use or register in any country any domain name or URL that consists of, resembles, contains, or would be likely to cause confusion with or dilute the distinctive quality of any of 3M's trademarks.

### Pricing:

Pricing subject to change without notice. Prices are based on a single product configuration. The price for a particular product configuration will be determined by the total quantity of that product configuration on a purchase order requesting a single shipment. Orders requesting multiple shipments will be priced using the total quantity of that product configuration on each requested shipment. Orders for immediate shipment bill at the prices in effect on the order date. Orders specifying a future delivery are billed at prices in effect on the requested shipment date.

### Minimum Order:

See individual product price grids for minimum order quantity. For quantities not shown in price grid, call for pricing.

### Production Time:

See individual product pages for production times. For quantities not shown — call for production times. Production will begin after receipt of production-ready order/art or proof approvals.

### 24-Hour Service:

**1.** 24-Hour Service must be in subject line of email to [24hour@3Mpromote.com](mailto:24hour@3Mpromote.com).  
**2.** 24-Hour Service must be clearly stated on Purchase Order. **3.** Orders may be faxed to 1-507-625-2685. **4.** 3M must receive a complete Purchase Order and production-ready artwork by 1:00 PM CST, your order ships the next business day. **5.** Missing or conflicting information or an order requiring artwork modifications may delay the order.  
**6.** If a proof is required for a 24-Hour Service order, service starts after the proof is approved. **7.** Weekend and holidays are not considered business days. **8.** 24-Hour Service is defined as the time it takes 3M to print your order after you have approved your proof and does not include the time an order takes to be delivered once it leaves our production facility. Be sure to account for delivery times when you place your order. **9.** 3M cannot guarantee 24-Hour Service in the event of severe weather, natural disasters, or any other events outside of 3M's reasonable control. **10.** Must be an active account with good credit or have valid credit card on file. **11.** Products available for 24-Hour Service: CB33CAL, CB338CAL, CB44CAL, PCLS, PD331DD-25, PD331DD-50, PD331P-25, PD331P-50, PD33DD-25, PD33DD-50, PD33P-25, PD33P-50, PD34P-25, PD34P-50, PD35DD-25, PD35DD-50, PD35P-25, PD35P-50, PD38DD-25, PD38DD-50, PD38P-25, PD38P-50, PD46DD-25, PD46DD-50, PD46P-25, PD46P-50, PD68DD-25, PD68DD-50, PD68P-25, PD68P-50, WIHFC, WIPFC, and WIPHFC. **12.** Drop ships, design change, copy change and Note and Flag+ Pen Combo Wrap not available.

### Production Rush Charges:

"Rush" service may be available with handling charge — call for pricing and approval. 3M will make a good faith effort to ship orders within the published production times.

### Overrun and Underrun Charges:

- Orders are subject to maximum 5% overrun/10% underrun.
- **Exact Quantity: 5% upcharge.**

### Ink Charges:

**PMS Inks:** Exact color match cannot be guaranteed. No additional charge except fluorescent, special mix and non-standard metallic (\$285.00 (G) per color). PMS inks not available for all products, see individual products for details.

### Cancellation Charge:

All orders are considered firm and cannot be canceled except on written authorization from factory. If 3M's factory authorizes the cancellation, then 3M will charge the customer cancellation fee of **\$68.75 (G) plus any accrued charges (artwork, proofs, materials, etc.)**.

### Imprint Areas:

Visit [3M.com/promote](http://3M.com/promote) for templates and printing specifications for each product.

### Speculative Samples/Prototypes:

Speculative samples are approximate representations of custom printed products. They are made for raising customer interest. Speculative sample artwork quality is only suitable to convey design concepts. A speculative sample is not a press proof.

### • Speculative Sample Types:

- 1) Virtual Samples:** Computer files that are viewed on computer screen and/or printed with a desktop printer. Readily sent via e-mail as links or attachments. Virtual samples are available for all products shown in the catalog.
  - 2) Prototypes:** Physical mock-ups; usually made of paper. Prototypes are subject to availability.
- **Art Requirements:** Artwork and layout instructions are needed with all speculative sample requests. Three types of artwork can be used:
    - a) Mechanical — literature, label, photo, etc.
    - b) Digital Files — including: .eps, .tif, .jpg, .ai, .bmp.
    - c) Internet — images downloaded or captured from the web (.jpg or .gif). Must be cropped to show intent.

**NOTE:** 3M will not create original artwork such as photography, illustrations or most typeset copy for speculative samples.

- **Pricing:** Pricing varies by product and complexity of design. Call for pricing and additional information on how speculative samples can be ordered.

### Special Shrink-wrapping or Packaging:

Available at extra charge — call for pricing. Any special packaging requirements must accompany the order to ensure that an accurate delivery schedule can be established. Inserts or labels must arrive at the factory within three (3) business days of a complete order/proof approval, or the delivery schedule will be affected.

### Standard Charges:

- **Prices are F.O.B.** point of shipment with transportation charges prepaid and charged. When routing is not specified on the order, 3M will use the most direct or least expensive method, at 3M's option.
- **Special Delivery Requirements:** If shipment of merchandise requires inside delivery or other special handling, instructions must be clearly described on order form. **NOTE:** Shippers will charge extra for this service.
- **Drop Shipments:** Orders may be shipped to more than one location. The request to drop ship part of an order to additional locations must be received with the order to ensure an accurate delivery schedule. 3M will charge **\$5.50 (G)** for each additional location and method. If specific drop shipment addresses and/or shipping labels do not arrive at 3M's factory within **three (3)** business days of a complete order/proof approval, then the delivery schedule will be affected.
- **Third Party Ships:** All third party shipping will incur a **\$12.50 (G)** service fee.
- **Inventory Release For Notes and Cubes ONLY:** Orders requesting partial shipments to be made at different intervals are subject to a **\$65.00 (G)** additional charge per shipment. The product will be invoiced with each release as shipped. The maximum order size to qualify is catalog end column. First release must equal at least one-third of the total PO quantity. First release must ship within normal catalog production time. **The distributor must sign agreement of these terms prior to production.** The entire order must be shipped and billed within 180 days from 3M's receipt of the original order. Releases shipping in next calendar year will be billed at price in effect at time of shipment.
- **Inventory Release For All Other Products:** Call for availability and pricing.
- **Freight Claims:** Customer is legally responsible when merchandise is consigned to carrier.

### Terms:

Net 30 days from 3M's invoice date. Visa, Mastercard and American Express accepted.

