

# ARTON PRODUCTS - SERVICES, TERMS AND CONDITIONS ORDER ACCEPTANCE & PROCESSING POLICIES

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**All orders are subject to acceptance at the factory, the availability of ware and the availability of production time.** The total cost of your order is quoted on our "Pre-Production Approval" (PPA) or Quote. It includes the charges per piece, freight estimate, screen charges, art charges, and the cost of any other options or services needed to successfully deliver your order. E-proofs are always sent as part of our order acknowledgement.

Orders cannot be processed, production cannot be scheduled and the production time required does not start until an order is actually in our hands, all specifications are known, all terms have been met, we have the "Screen Ready" artwork and you have signed and returned the "Order Acknowledgment" and "Art Proof".



FDA Regulations and CA Prop 65: Due to Food and Drug Administration codes, all imprints must be  $\frac{3}{4}$ " from the lip and rim of printed ware, except when

precious metal colors are used. We are CA Prop 65 compliant. When advised that an order will be shipped to CA, we will print using CA Prop 65 compliant inks.

***Prices are subject to change without notice.***

We ask that products be ordered in case pack quantities, however, if exact quantities are required there is a 5% fee (based on the ware cost). Please allow for a 5% over or under run on all custom purchases.

### **Artwork Requirements**

The quality of your artwork determines the quality of the imprint. If you do not have suitable production ready copy (see requirements below) or have special needs, our art department can create or modify imprints to your specifications at very competitive rates.

Imprint artwork is required in a production ready form sized in the proper proportions to fit the designated imprint area (the maximum imprint dimensions are specified on the product page). Please forward your artwork in one of the following forms:

Acceptable Formats for Electronic Art

#### **Vector Art:**

1. PDF with vector data (preferred format)
2. EPS
3. Adobe Illustrator - AI  
CS 6, or lower
4. CorelDRAW - CDR  
Version 12, or lower

Note: The above formats are also acceptable for art that contains both raster/bitmap art and vector art in the same graphics file. All files must be created in approved professional graphics software. Files saved without vector data or from unapproved software are not considered Production Ready Artwork.

**Unacceptable Formats for Electronic Art**

1. PowerPoint
2. Word
3. Excel
4. Publisher
5. TIF
6. JPEG
7. GIF
8. WMF
9. Scans of logo, letterhead or business cards
10. Page layout files (Quark, PageMaker, InDesign)

**Approved Professional Graphics Software**

Preferred professional graphics software:

1. Adobe Illustrator CS6
2. CorelDRAW Version 12 or lower

Acceptable professional graphics software:

1. Adobe Illustrator - CS5, or lower
2. CorelDRAW - Version 12 , or lower

If your artwork is in another form, call our art department at 804 462-5800 ext. 107 to discuss your preferred file format.

**Screen Charges:**

Initial orders or if it has been more than two years since your last order: each design, each size, each color \$40.00 for glassware/ceramics and \$60.00 for growlers/bottles.

**Extra Services****Additional Colors (costs per piece; glassware only)\***

Quantity	72	144	288	576	1008	2016	4032	8064
Small 1–4 oz.	1.77	0.90	0.47	0.25	0.16	0.10	0.06	0.05
Regular 5-14 oz.	1.78	0.92	0.48	0.27	0.17	0.11	0.08	0.06
Large 16 oz. plus	1.82	0.95	0.52	0.30	0.21	0.15	0.12	0.10

\*Call Customer Service at 804.462.5800 for Precious Metal Quotes (Gold, Copper, Palladium)

**Art Charges:**

\$75.00 per hour, minimum of \$15.00

**Available Colors & Color Matches:**

Choose from our standard palette with no additional charges. Colors requiring special mixing - \$50.00 per color for a PMS match or \$25.00 per color for a close as possible

**Color Changes:**

\$10.00 for a "same set up" color change.

**Production Proofs:**

Exact samples of your printed ware can be produced for a fee. Decal proof costs must be quoted. Fees for production proofs are payable in advance unless you have established terms. Proofs: \$50.00 per color + the cost of the screen(s) + the cost of the ware. (Treated as a separate order).

**Over Packing:**

When required for UPS Ground -\$4.00 per small carton and \$5.00 per large carton.

**Drop Shipments:**

Multiple addresses - \$7.50 per address (plus the freight charges to each). Orders being shipped to different addresses may not be combined to meet the minimum order requirements.

**Wrap Designs:**

Wraps with a  $\frac{3}{4}$  inch gap do not cost extra but designs requiring smaller gaps or no gap, (360 degrees) do cost extra and will be quoted based on the artwork.

**Second Side Imprint:**

No extra charges except when precious metals are used.

**Name Drops & Personalizing:**

Unless a "Name Drop" is included in the design being printed it will be charged as an extra color. Personalization is available for a fee, please call for a quote.

**Order Processing and Production Time:**

We have three levels of service. NOTE: Rush orders are dependant on available production time and in stock items.

**"Less than 1 week (1-6 days)":** service is available on selected items, one standard color only, up to 2400 pieces. Art must be "Production Ready" and terms must already exist and your payments up-to-date or your payment must accompany the order. Orders must be in our hands with all terms and conditions met and the "Order Acknowledgment" returned by noon one day to be shipped within the next six days. **A \$100.00 rush fee is added to your order.**

**"1 Week":** is available on all "in stock" items with one color imprints. Art must be screen ready and terms must already exist and your payments up-to-date or your payment must accompany the order. Orders must be in our hands with all terms and conditions met and the "Order Acknowledgment" returned by noon on day one to be shipped by the end of the day 5 business days later. **A \$75.00 rush fee is added to produce your order.**

**"2 Week":** is available on all "in stock" items with one color imprints. Art must be screen ready and terms must already exist and your payments up-to-date or your payment must accompany the order. Orders must be in our hands with all terms and conditions met and the "Order Acknowledgment" returned by noon on day

one to be shipped by the end of the day 10 business days later. **A \$50.00 rush fee is added to produce your order.**

**"NORMAL": (3 weeks service)** is available on all "in stock" items with a 1 color imprint. Multi-color imprints and special ware may take longer.

## **Freight**

All shipments are FOB WORKS (point of manufacture) unless other arrangements are made in advance. We ship via UPS Ground or local Common Carrier. We always quote estimated freight charges in advance. Estimated Freight charges are based on delivery to commercial locations. Special services, e.g. liftgate, inside/residential delivery, advance notice, appointments are billed separately as "Freight, Special Services". Prior notification of delivery, or appointments, will incur additional charges.

If you have a better freight arrangement we will be happy to ship freight collect. Or if you obtain a lower quote we will try to match it using one of our local carriers. If you wish to arrange your own freight, please check with Customer Service for any restrictions.

All orders are subject to the availability of ware. In the event the customer chooses to accept a partial order and backorder the remaining items, their shipping costs will increase.

Once the order has left our warehouse, ARTon Products is not responsible for any delays caused by the shipping carrier. If an expedited shipping order is delayed, then only that portion of the shipping costs will be refunded.

ARTon Products is not responsible if the customer is not available for delivery or refuses the delivery.

Shipments are made in original case packs unless additional packing, "over packing", is needed to ensure safe delivery. When shipping UPS Ground, or when we deem necessary, we "over pack" unless notified by our customer not to. When the customer chooses not to use "over packs," they assume the risk of breakage in transit. UPS may or may not pay the claims. When Next Day Air and other premium freight services are requested, unless you have established terms with us and payment is up-to-date, the charges must either be paid in advance or be billed directly to you.

NOTE: Customers **MUST** notify the freight company of any damages on delivery and the damages must be noted on the "Bill of Lading" or "Delivery Receipt" when merchandise is received. If damages are not noted, we cannot guarantee your claim will be paid. **Any claims for reprints must be made within 30 days of receipt.**

Our customer needs to notify Customer Service of the claim by sending a copy of the freight document with the damage noted on it. Due to the nature of the claims process and the fact that others, including our customers, have handled the freight, we cannot honor claims for “Concealed Damage”.

ARTon Products will process the claim if we paid for the freight and then billed our customer. If our customer used their own carrier or means then ARTon Products has no liability for the claim but we can assist our customer by advising them on the claim process.

If ARTon Products is responsible for processing the claim, as soon as we determine the validity of it, we will issue credit to our customer. If this creates an overpayment, we will process the credit as appropriate and in accordance with our customer’s wishes.

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### **Return and Refund Policy**

Custom printed products cannot be restocked. In fact, the industry standard for customized products dictates a no return and a no refund policy.

### **Product Quality**

Products that have minor visual imperfections should not be considered as defective or flawed items. In the event a ‘product’ defect is identified, we will replace the order in its entirety only upon endorsement of the defect by the manufacturer of the product. Likewise, if an imprint defect is identified, we will replace that portion of the order only upon confirmation of the defect.

Due to the nature of the production process, slight variations and imperfections in ceramic and glass wares are normal and not considered flaws. Variations in raw materials, glazes, production equipment and firing temperatures may also result in variations of size, shape, glaze, color, pock marks, etc. These conditions are within acceptable industry standards.

### **Event Related Orders**

On time delivery is guaranteed when you inform us of the event at order placement.

## Website

Our website contains numerous pages. We are constantly updating it and strive for accuracy. Errors in pricing can happen, there may be instances when we are unable to honor incorrect pricing. E.g. \$0.00 pricing.

## What Is Proposition 65?

In 1986, California voters approved an initiative to address their growing concerns about exposure to toxic chemicals. That initiative became the Safe Drinking Water and Toxic Enforcement Act of 1986, better known by its original name of Proposition 65. Proposition 65 requires the State to publish a list of chemicals known to cause cancer or birth defects or other reproductive harm.

Proposition 65 requires businesses to notify Californians about significant amounts of chemicals in the products they purchase, in their homes or workplaces, or that are released into the environment. By providing this information, Proposition 65 enables Californians to make informed decisions about protecting themselves from exposure to these chemicals.

The Office of Environmental Health Hazard Assessment (OEHHA) administers the Proposition 65 program. Proposition 65 does not ban any products but does require that warnings be given. Two of the listed substances are cadmium and/or lead. Cadmium may be present in the outside (non food contact) decoration of some of our products. We use Proposition 65 compliant inks when shipping to California or on request. We do adhere to FDA regulations regarding decorated glass and ceramic ware.

If you believe warnings are required, we can provide warning labels to you for a small fee or we can also, for a fee, apply labels directly to the product. For additional information on Proposition 65, you may visit <http://www.oehha.ca.gov/prop65.html>. We cannot provide you with legal advice concerning compliance with Prop. 65. You may want to check with your own legal counsel for compliance options.

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