

## **Terms and Conditions**

By submitting and finalizing a quote through the Premier Planner Builder, you are agreeing that you are subject to the following terms and conditions for your order.

# **Shipping**

All quotes have a requested ship date. This is the date your items will be shipped to your specified location. In order to meet your requested ship date, all content must be uploaded and approved by you at least thirty (30) days in advance of your requested ship date. If you require an earlier date, you may only obtain it by way of written approval of Premier and subject to additional delivery charges based on expedited shipping and delivery options. If you have not uploaded and approved your order by the requested ship date, you will have an additional ninety (90) days to upload and approve your order, after which time the quote will be cancelled.

## Cancellation

Once you approve an order and the printing process commences, the order cannot be cancelled.

## Content

In order to submit your order you must approve the content and order or authorize a Premier employee to approve the content and order.

You represent that you are solely responsible for: (i) all selections made on the Premier Planner Builder and all content you upload to the Premier Planner Builder, and (ii) for complying with all applicable copyright, trademark and other laws, including import and export control laws and regulations, and with the terms of any licenses or agreements to which you are bound.

#### Warranties

Please understand that the digital images we will ask you to proof and approve in the Premier Planner Builder will be represented as close to exact as possible, but there may still be some slight variance between the digital image and the printed image.

Subject to these Terms and Conditions, Premier warrants your order will be produced in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. PREMIER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. Some states or provinces do not allow limitations on implied warranties so this limitation may not apply to you.

# **Limitation of Liability**

You agree that in no event shall Premier's total liability to you for all damages arising from your order or the use of the Premier Planner Builder, exceed the amount you paid for the order related to your claim for damages; and Premier will have no liability for any loss, damage, or misappropriation of the content you upload under any circumstances. These limitations will apply to you even if the remedies fail their essential purpose.

## **Payment Terms**

Net 30.

## **Taxes**

Sales tax is an estimate only based on information provided at the time of the quote. Sales tax is recalculated at the time of invoice and may differ from the amount shown on the quote.

## **Contact Information**

#### Sales

If you would like to request a quote or catalog, or have any questions or comments for our sales team, please call us at 1-800-221-1165 (US) and 1-800-665-2461 (CA), fax us at 1-800-886-8776 (US) and 1-866-364-5522 (CA) or email us at <a href="mailto:premierSales@schoolspecialty.com">PremierSales@schoolspecialty.com</a>.

### **Customer Service**

If you have any questions about how to create or submit your materials to Premier for your agenda, cover or handbook, please call us at 1-800-447-2034 (US) or 1-800-665-2461 (CA).