

GENERAL INFORMATION

1. **ARTWORK:** Catalogue pricing includes artwork and screens, based on the receipt of camera-ready artwork (e.g. sharp, well-defined black and white copy or drawing) suitable for direct photographic reproduction. We cannot use pre-screened, preprinted artwork. Photocopies, faxes and business cards are examples of unacceptable artwork. We can reduce or enlarge your camera-ready artwork at no charge to maximize or "best fit" the imprint area. If film is provided, please submit positive film emulsion side up. Original artwork is kept on file at Elycda for the convenience of re-orders. Artwork is for the exclusive use of the original customer and will not be transferred in any way. In order to maximize the efficiencies of electronic artwork we require .cdr files. We are currently working in Adobe Version 8, Corel Version 8, and Adobe Photo Shop 5.5. We cannot accept .bmp or .tiff files as they will produce substandard images. All artwork should be sent to the following e-mail address art@elycda.com, elizabeth@elycda.com

ARTWORK CHARGES: Our art department is able to touch-up existing artwork that cannot be supplied in the proper vector format or recreate from almost any other format such as an existing piece of printed ware or even a business card. Our art charges are \$100(g) per hour by 15minutes increments. Art charges will be quoted beforehand based on the work required. No work will be done until the quoted art charges have been approved.

GOLD IMPRINTS: Gold or gold group colors (pink and purple) are \$1.80 (g) up to 3 square inches per side.

COLOR REGISTRATION: Direct screened close color or butt registration may result in a registration variance of 1/16" in the horizontal plane, this is within industry standards and must be considered acceptable.

HALF TONES: Half-tones and screen tints can be direct screen printed in one color. Camera-ready art requires a 65 line screen for half-tones and a 65 line screen within the 20% to 80% range for screen tints. Add \$0.25 (g) per item additional charge to scheduled prices. The charge to convert line art to half-tone or screen tint is \$50.00 (g)

VIRTUAL PROOFS: Due to the inherent nature of most monitors (varied calibrations, color management, varying degrees of brightness and resolution) the actual imprint color (s) and imprint location will vary with actual production. Most virtual samples are a visual guide and may not reflect the exact imprint placement for the actual production run. A true representation for your design is an actual pre-production proof.

STANDARD INK COLORS: Elycda carries a standard pallet colors for ceramic and glass. We also carry a standard pallet of colors for stainless and plastic. The PMS color numbers for swatches listed are approximated and will vary slightly in production runs. All ceramic and glass items are imprinted and fired at approximately 1140 F, making imprints long lasting with responsible care.

INK COLOR MATCHING: PMS numbers are used as a reference only(the nature of ceramic inks is such that exact PMS color matching cannot be guaranteed, but most colors can be matched quite closely). The charge for color matching is \$50.00 (g). Ceramic inks are somewhat transparent; the results will vary depending upon color of the item imprinted. Please consult Elycda with questions pertaining to imprinting on dark colored and glass items.

2. **SHIPPING:** Unless otherwise specified, within 5days of due date, shipments will be made by the carrier of our choice (in their original packaging). Motor freight will be used when it is economical. Fed Ex/ UPS, Air, or Parcel Post shipments must be protected by over packing at an additional cost of \$15 (g) per box. If shipment arrives damaged, a claim must be filed upon receipt of shipment with carrier. Orders requiring inside or residential delivery must be noted on your order. Failure to do so may result in delayed delivery and additional freight cost forwarded to you after the initial invoice is issued. Freight estimates by the factory are not guaranteed and we will not be held responsible for the final billing. Customer pick-up must be within 72 hours of notification or a storage fee will be charged. Pallet and over packed charges may occur. Using a customer's acct # to ship with, 3rd Party/Freight \$20.00(g). UPS returns for wrong address is \$35.00 NET. If you desire expedited air shipments, it is recommended you procure a quote for the estimated shipping charges, prior to submitting your purchase order and or shipping instructions. Air shipments will only be sent with our receipt of your written authorization. It is the responsibility of the authorizing party to ensure this authorization is received in a timely manner prior to shipping. **CANCELLATION CHARGES:** All cost incurred prior to order cancellation will be invoiced. If an order is shipped via customer account, Elycda holds no responsibility for lost or damaged goods, it will be customer responsibility to contact their carrier.

SHIPPING: All orders are shipped FOB from Elycda's factory. Orders are shipped via the most convenient carrier unless otherwise specified. Goods lost or damaged after leaving our facilities are the responsibility of the carrier. Post office box numbers are not acceptable as shipping addresses. We cannot ship parcel post. No drop shipping on a COD basis. A \$20.00 (a) charge will be applied for every split ship address required (first address being exempt). Any breakage claims must be made to the carrier only. Trans shipment or onward shipments for orders shipped as per original PO will not be the responsibility of Elycda for any damages, loss or additional shipping cost incurred.

COMPLAINTS: Other than those involving a freight carrier, complaints must be made within 10 days after receipt of shipment. Elycda will not accept returned orders without prior arrangements.

RETURNS: Merchandise cannot be returned for any reason without written factory authorization. Any merchandise that is returned without RMA# will not be accepted.

CLAIMS: Claims must be made within 30days of receipt of a shipment. Claims for freight adjustment, breaking, printing issues, shipping errors, or any other error must be filed within 30 days of receipt. Return Merchandise must have authorization from Elycda. Elycda reserves the right to inspect items from the actual production run before processing any complaints and/or disputes.

SUBSTITUTIONS: Due to unavoidable manufacturer's product changes and improvements, we reserve the right to substitute, at any point and time, products that compare in price and design for those shown in the catalog.

TRADEMARKS: In the event Elycda is directed by the customer to use any logo, copy or similar material supplied by any source other than Elycda to produce an order, it is agreed and understood that Elycda shall be acting as an Agent of the customer on the use of such material. The customer, as principal, shall be responsible to comply with all laws regarding copyright, trademark, patent, right of privacy, licensing or similar right of protection, and shall indemnify and save harmless Elycda, its agent, for any suits, claims, or action of any nature for damages, expenses and costs which may arise by reason of Elycda using said material in accordance with the customer's direction, all of which shall be considered within the scope of the aforementioned agency relationship. Trademarks and logos shown on products in this catalog are merely depicted to represent the products and our ability to decorate them, but are never meant to imply the decorations were created by this company or that the products with any specific decorations are available to any purchaser, without the consent of the owners of the trademarked or copyrighted art or copy. Trademarks and logos shown do not imply endorsement of our products by their owners.

Acknowledgements are made via fax or email within 48 hours following receipt of your complete order instructions. All information regarding pricing quantity, estimated ship date, colour and design will be included along with a sized photocopy of the artwork. Please check this information carefully and inform us of any discrepancies by phone and fax. Your order will not be produced until the signed acknowledgement is returned to us. Please carefully review your artwork before you sign, for you are responsible at this point. Thank you!

3. **SPECIAL INSTRUCTIONS** should be clearly marked on face of order; i.e. split shipments, event dates, sizing or positioning instructions. If specific instructions are not given for copy size, layout, etc., our best judgment will be used.

4. **PROOFS/FAX:** Paper proofs (e.g. Xerox or equivalent) of copy or layout \$20.00 (a) plus GST and PST. Non refundable.

5. **FIRE SAMPLE:** A charge of \$100.00 (a) for a one colour imprint, plus \$75.00 (a) for each additional colour, excluding artwork charges if applicable, plus GST and PST. Modified or altered samples are subject to the same charges. Non refundable.

6. **CERAMIC COLOURS:** All of our ceramic colours are permanently fired at 1140 Fahrenheit. Although we stock a wide range of colours, we cannot guarantee an exact colour match due to the nature of ceramic heat enamels. Please keep in mind that there may be a significant colour difference when printing onto coloured products i.e. red on black, yellow on blue.

7. **PRICING:** All price quotations are subject to change without notice. All prices shown are per piece. All charges incurred prior to the cancellation of an order will be invoiced. We will gladly provide quotations for quantities beyond those shown in this catalogue.

8. **PRODUCTION TIME** is calculated from the date when Elycda receives a "complete" order (requiring no further clarification), to the expected date of shipping. An order is deemed factory-ready only when all particulars have been received and/or confirmed (i.e. colour, ware, quantity, artwork, proofs, etc). Generally, allow for 3-4 weeks. Pre-Christmas orders will require additional time, 5 day production terms. Please budget accordingly or call for lead times.

9. **MINIMUM ORDER** as published per respective ware. Absolute minimum is 50% of the lowest published catalogue quantity per respective ware. A less than minimum charge of \$50.00 net will apply.

10. **OVER AND UNDER SHIPMENTS:** Using our decorating processes, a shipment of up to 10% over or under must be accepted as a complete shipment. Orders which specify "NO OVER-RUNS" are subject to short shipment of up to 10%. Every effort will be made to ship order with as little variation as possible. Billing in all cases will be for exact quantity shipped.

11. **REPEAT ORDERS:** For exact repeat orders please quote Elycda's most recent work order number. When referring to orders older than three years, new imprint information and artwork will be required. Repeat orders requiring changes to artwork will be considered as new orders and will be subject to applicable art charges.

12. **ORDERING PROCEDURE:** Please use a proper order form/purchase order. Ensure order is complete, confirming details such as ware, quantity, ship to address, colours, etc. If any details are incomplete on your original order, it may cause a delay.

13. **SAMPLE POLICY:** We are happy to provide random samples at no charge when available. We do, however, request that you absorb any freight charges associated with such requests. We will make every attempt to ship samples the day of, or day after, the request is made. Random samples are just that, and may not be available if you are seeking specific imprint/effects on an item.

14. **PROVINCIAL SALES TAX:** (where applicable) is the responsibility of the distributor and will be charged on all Ontario based orders that do not show proof of a valid provincial sales tax exemption license.

15. **GLASS Tempered glass** becomes un-tempered after firing. It is not recommended to pour hot liquid into a glass container as it may shatter.

16. A \$25.00 charge will be placed against an account in the event that an NSF cheque is returned to us.

17. **IMPRINT QUALITY:** All Elycda glassware, ceramic and porcelain items imprinted with glass colours are kiln-fired at up to 1140 Fahrenheit, making the imprints long-lasting and safe with reasonable home or office use. With all imprinted items, avoid the use of caustic chemicals, harsh detergents, abrasive cleaners, and commercial dishwashers that can lead to premature fading and damage to the imprint. All ceramic colours and precious metals (gold and silver) are of the best quality available and are high-fired for durability. However, colours cannot be guaranteed against dishwasher fading due to handling and washing conditions beyond our control. We recommend hand washing with a mild soap for all imprinted ware. Please note: No guarantee or warranty on colour permanence is offered or implied. Please advise your customer accordingly. In addition, Elycda does not guarantee or warranty any imprinted ware intended for hotel, restaurant, or other institutional or commercial use.

18. **INVENTORY CONTROL:** While every effort is made to maintain adequate inventories at all times, this is not always possible. All orders received are allocated ware based on computer inventories shown at the time. However, at any given time, miscalculations, breakage, and simple human error can create shortages beyond our control. When possible, a similarly priced item may be offered as a substitution. However, we cannot be held responsible for shortages and/or costs incurred to substitute, or to make good on, original requested ware.

19. **LOGOS** and products in this catalogue appear only to illustrate the basic products and the ability to include messages and art on them. They are not intended to suggest that the imprints were designed by this company or that products with specific imprints are readily available to any purchaser without permission of the owners of the trademarks or copyrighted art.

20. Actual products may differ slightly from photography shown.

21. Items may be subject to availability & discontinued products may be substituted for similar products.