



Fine Art Reproductions

1-800-893-9564

Terms and Conditions

① Prices

Prices and services are subject to change without notice. All prices are quoted in U.S. dollars.

② Payment

TLK Graphics requires a **non-refundable** deposit of 50% of invoice, in advance (100% if less than \$250) before printing is started. Balance of invoice is due prior to shipping or delivery of finished order. If Client and TLK Graphics cannot agree on a satisfactory proof, printing will not start and invoice will be canceled. Client may be billed for proofs exceeding a quantity of three or all full size proofs exceeding 8x10 inches.

TLK Graphics accepts **VISA, MasterCard;** and **checks** for all purchases. Checks must clear before the order is started.

③ Limit of Liability

If original artwork (or other original materials) is submitted, TLK Graphics LLC will take great care in the handling of the artwork and materials. Submittal to TLK Graphics LLC constitutes an agreement by the client to the following terms:

- It is the client's responsibility to insure artwork for its full value anytime it leaves the client's possession. TLK Graphics LLC is not liable for artwork and other original materials submitted for any purpose.
- In the unlikely event that damage or loss might occur to the submitted artwork and/or other original materials, our company will only entitle the client to a replacement of like raw materials or media. Except for such replacement, the acceptance of said materials is without warranty or liability and recovery for any incidental or consequential damages is excluded.

④ Copyright

It is illegal to reproduce copyrighted materials, in whole or part, without written permission from the copyright holder.

The client acknowledges that all materials submitted are their sole creations or that they have written permission from the copyright owner for reproduction of said materials and gives TLK Graphics LLC full permission to reproduce. By submitting any materials, for reproduction, the purchaser/client agrees to be fully responsible for all costs, expenses, attorneys' fees and/or judgments resulting in any claim or lawsuit against TLK Graphics LLC at the request of the Copyright holder.

www.TLKGraphics.com
Info@tlkgraphics.com

TLK Graphics LLC
Colorado Springs, CO
80911

Ph: 1-719-391-2917
Fax: 1-719-302-1978

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TLK Graphics assumes no responsibility for any royalties or fees claimed by the copyright holder. The client agrees to indemnify and hold harmless TLK Graphics, LLC against any and all claims relating to copyright of the original art being reproduced

TLK Graphics LLC shall not use the client's digital images and/or derived prints for any other purpose without the express consent of the client.

5 Orders and approvals

Artist Copyright ownership agreement, estimate quotes, Proofs and/or waivers may require customer signature approval before production is started or continued.

6 User supplied images

All user supplied images are printed "as is". We recommend that you order small proofs if you are concerned about colors and overall image quality and/or if you do not have a calibrated monitor. Colors on a non calibrated monitor could differ considerably from the final print.

We do not guarantee image quality from user supplied images as the final print is determined from the resolution and image quality of the supplied image.

7 Archivability

TLK Graphics, LLC does not provide the guarantee for the archival life of the works produced. The media and materials that we use are of the highest quality and provide some of the best archival properties. The archival properties quoted are owned and provided by each of the respective companies making those claims.

8 Shipping

Client is responsible for return shipping costs on all submitted originals. Client assumes the responsibility to insure their original work as deemed necessary. Return insurance and shipping of submitted materials will be billed to the client at cost. Return of submitted work will be packed in the original containers they were shipped in. If new containers are required, TLK Graphics, LLC will purchase and bill the client at the actual cost.

All shipping costs related to an order, including postage, insurance, and required shipping materials, will be billed to client at cost.

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⑨ Refunds

Due to the custom nature of limited edition and Giclee printing we normally do not accept returns. We do guarantee our work, however, and reprints may be granted if there is a clear indication that the printing and/or materials were flawed. In the event that a refund or reprints may be warranted, all materials provided by TLK Graphics may be requested to be returned in the same condition as originally provided. Please check all shipping packaging for damage as soon as you receive it. All shipments are insured and any damages occurring during shipping will be paid via the carrier's insurance, if warranted.

⑨ Privacy

TLK Graphics, LLC does not sell, rent or share any customer information.