

2019-2020 College Student Planners & Folders

Terms & Conditions



www.schoolmatecollege.com

Ordering

- School Mate® College, hereinafter referred to as the Company, agrees to produce products in accordance with information collected from its online ordering system and resulting order form. The person submitting the order, hereinafter referred to as the Customer, agrees to furnish all material to be produced in the Customer's products with no subsequent changes, and a *digitally signed* order form. The Customer specifically representing the submitting organization is at least 18 years old and is fully authorized to order and sign the order form as agent on behalf of the organization.
- A submitted order constitutes a binding Contract between the Company and the Customer. No other statements or oral agreements are binding.
- If Customer's organization requires a PO, the Customer is responsible for providing it and notifying their purchasing department of changes that may affect the PO. The Company's terms supercede any terms from a PO or written bid.
- If order must be delivered by a specific date, the Customer is responsible for placing the order on time and for charges incurred if the order is refused due to PO expiration.
- Orders outside the USA are not accepted, except for orders from schools with APO and FPO addresses. The Company reserves the right to deny orders from individuals, retailers, non-educational parties, or others for just cause.
- Customer warrants that releases have been obtained to reproduce any copyrighted or trademarked material submitted with order. If Customer furnishes any custom material, the Customer shall defend, indemnify, and hold the Company and its subsidiaries harmless against claims, suits, costs, damages, judgments, attorney fees, license fees, settlements, or expenses incurred, claimed, obtained, or sustained by third parties, whether for intellectual property infringement (including copyright and trademark infringement), dilution, misappropriation, or otherwise, because of the manufacture, use, marketing, or sale of planners or folders.
- For marketing purposes only, The Company reserves the right to display custom designed products in its catalogs or web site. Custom designs remain the property of the Customer and will never be given or resold to another Customer. If a specific item is off-limits, please state so in the *Special Instructions* when order is placed.

Proofing

- As Customer builds their planner or folder online, a proof can be viewed on screen or printed, and changes can be made. After the order is proofed and approved, submit the order.
- Overlooked errors or material inadequately submitted by the Customer (wrong margins, low resolution images, etc.) are considered Customer errors.
- The Company is not responsible for changes after order is in process.

Payment

- Orders are invoiced upon shipping. For schools, payment is due Sept. 1, 2019. Payment from retailers is due 30 days of invoice date. Payment for orders shipped after Sept. 1, 2019 is due upon receipt. Accounts 30 days past due will be charged 1.33% interest per month (16% annum) or maximum allowed by law. The Customer is liable for any collection fees incurred. The Company reserves the right to require prepayment. Prices are U.S. currency.
- Order and all material must be received to invoice early. Delayed shipping and invoicing are also available.
- Customer is responsible for payment. If order is canceled, Customer will still be liable for any costs in preparation or production of the order.
- Multiple orders cannot be combined for volume discounts.
- NE and FL orders only: To avoid paying sales tax, NE orders must submit Form 13 (NE Exempt Sales Certificate). FL orders must submit Form DR-13 (Resale Certificate) or DR-14 (Consumer's Certificate of Exemption).
- If Customer includes trademarked material on products that require licensing or royalty fees, the Customer is responsible for paying such fees. The Company reserves the right to include those fees in the total price of the order.

Production

Normal Production

Planners and Folders..... 6 weeks

Rush Production

Planners and Folders..... 4 weeks... 20% up-charge
Up-charge is on subtotal (\$75 minimum charge).

- Production begins the day *after* the complete order is received.
- Production time does not include weekends, holidays, or shipping time (see chart). Production time is *estimated* as seasonal demands, shortages, or any other reasonable causes can affect it.
- Missing/incomplete material and incorrectly made material (wrong template, wrong margins, low resolution, etc.) will delay production.

Shipping

- Production time does NOT include shipping time. Allow 2- 8 business days for delivery within the 50 states. For APO and FPO orders, allow approximately 6- 12 weeks (USPS does not guarantee a service commitment for APO and FPO addresses).
- Change orders or production halts will incur charges and delay shipping.
- All orders within the 50 states are shipped via UPS ground or truck from Kearney, NE. APO and FPO orders are shipped via standard post. To prevent shipping delays, the Company reserves the right to deny Customer-specified carriers or accounts.
- UPS will deliver to the door only. Truck drivers are not required to unload. The Customer may be responsible for unloading items.
- For planners, shipping within the continental 48 states is **45¢/book**.
- For folders, shipping within the continental 48 states is **FREE**.
- Planner and folder orders to AK, HI, APO, and FPO cost extra. Call for charges or use our online quote system for shipping costs.
- Delayed shipping and invoicing are available. Choose a delay ship date (when ordering online). Please ensure someone is available to receive order (not available for APO and FPO orders). If shipment is returned to the Company because no one was available to receive the shipment, or if freight is rerouted, the Customer is liable for extra charges.
- Product damage due to shipping or any other shipment issues must be reported within 7 days. The Customer must retain all packaging, including boxes, if a claim is made. Defective products, not due to shipping damage, must be reported to the Company within 90 days of ship date. The Company reserves the right to repair, replace, or credit defective products.
- Planners and folders are a customized product for the Customer; therefore, they cannot be returned for any reason.
- The Company is not responsible for delays in shipping or receipt of order due to strikes, shortages, heavy seasonal demand, or any other reasonable causes beyond the Company's control.

Reordering

- A reorder is a subsequent order requesting student planners or folders for the same school year. To reorder, contact the Company for details.