

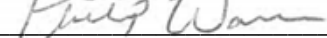
COVER SHEET

Proposer Information

Company Name Weldon, Williams & Lick, Inc.
Address 711 North A Street
City, State, Zip Fort Smith, AR 72901
Main Phone 479-783-4113

Contact Person Information

Name Philip Warren
Job Title BDM
Phone 479-783-4113 Ext. 405
Alt. Phone 479-652-5649
Email pwarren@wwlinc.com

Signature 

Date: 3/18/2024

PRICE QUOTE

Cost of Printing:	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
4,000 Ride Guides	\$11,435.52	+3%	+3%
6,000 Ride Guides	\$13,370.88	+3%	+3%
8,000 Ride Guides	\$15,679.61	+3%	+3%
10,000 Ride Guides	\$18,079.06	+3%	+3%
12,000 Ride Guides	\$19,884.21	+3%	+3%

Additional Charges:

_____ N/A	\$ _____
_____ N/A	\$ _____
_____ N/A	\$ _____

Include the cost of shipping or delivery in your bid price.

No additional charges will be accepted if not listed above.

Complete your price quote in one of two ways:

- 1) Complete a price quote for each year of the contract.
- 2) Complete a price quote for the first year of the contract and show the maximum percentage increase for years 2-3.

Topeka Metro is tax exempt. Do not include sales tax in your proposed price.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2022-2024 goal for DBE participation is 1.62%; the race neutral goal is 1.25%, and the race conscious goal is 0.37%. There is no contract goal for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

Signature: Philip Warren

Name and Title: Philip Warren, Business Development Manager

Company Name: Weldon, Williams & Lick, Inc.

Date: 3/18/2024

NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature: Philip Warren

Name and Title: Philip Warren, Business Development Manager

Company Name: Weldon, Williams & Lick, Inc.

Date: 3/18/2024

SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government’s suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government’s suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: Philip Warren

Name and Title: Philip Warren, Business Development Manager

Company Name: Weldon, Williams & Lick, Inc.

Date: 3/18/2024



EXPERIENCE & CAPABILITIES

WW&L HISTORY

In 1898, Chancy A. Lick, O. D. Weldon and George T. Williams, Established the printing firm of Weldon, Williams & Lick, Inc. This year marks our 125th year in business.

The first purchase of land at the corner of 7th and “A” streets, where the company now stands, was made on 1906. The building contained three stories and 21,000 square feet of floor space. Since then, thirteen additions have been made to the original building complex. We now occupy approximately 259,000 square feet of floor space.

Each year, we handle custom security printing for tickets, parking, fulfillment and other items. Hundreds of colleges, professional sports organizations, fairs, rodeos, fine arts groups, cities, states, and many other organizations use our services.

Throughout a given year, we produce over 5,000 custom orders, with every job we handle being unique for that specific customer. We are experienced in the handling of major contracts for printing and fulfillment and have the flexibility to adjust to changing requirements.

As one of the nation’s major producers of custom security printing, WW&L has continued to introduce new products and upgrade equipment and technology. You can be assured we have the resources in place to successfully complete your project.

SCHEDULING & DELIVERY SYSTEM

A significant and critical advantage with selecting WW&L is our investment in production-scheduling software. This software allows us to efficiently and accurately schedule all jobs at our plants, regardless of complexity.

Every process of every job we print is loaded into this system and assigned specific production slots. This eliminates guessing and late shipments associated with guessing. We can meet your expectations and assure you of on-time delivery, provided, of course, that art, data, and other components arrive as agreed on.



SECURITY AT WW&L

Production of your items would be at our plant in Fort Smith, Arkansas. All pre-press work, printing, numbering, coating, die cutting, foil stamping, packaging, electronic data conversion, imprinting, fulfillment, shipping and distribution are done on our own premises, with absolutely no operations being sublet. Our entire production and storage facilities are electronically monitored. Entrances are guarded against unauthorized entry by electronic recording turnstiles, cameras and an alarm system. All paper, plates, artwork, and foil that are not shipped to you are destroyed. All product not shipped to you is shredded by our staff or destroyed.

Video cameras are strategically placed at outside entrances, in work areas, and in our employees' parking lots, so that all entrance and exit movement, work areas, and the perimeter of our facilities can always be viewed. Our cameras operate 24 hours a day, seven days a week. If any fire door or window is opened, an alarm is set off.

WW&L employees are fully bonded and are trained to be security conscious. An electronic RFID badge that includes a picture ID is issued to each employee. For employees to enter our facilities, they first must scan their badge at a location on the outside of each entrance. The badge sends a signal to our alarm system that releases the door lock for the employee to open and enter the exterior door. Once through the outer doors, the employee must again use their badge to go through an inside single person turnstile. This entry and exit information – badge number, date, time and name of the person – is recorded and stored into daily reports that are kept by us for a period of five years.

Visitors are required to log in at the front door entrance where an identifying badge is issued if they are entering our facility. The badge number and name of the person are recorded, and without this badge, the ability to enter or exit our facilities is not possible. All visitors must be escorted by an employee while in our facilities and must relinquish their badge before leaving. Our shipping docs are also secure with electronically controlled double outside and inside warehouse doors. The large inside warehouse doors are closed except when loading a truck.

Because of our long-standing experience in producing high face value printing, WW&L is uniquely equipped to offer your complete security. We would be pleased to have your Security Officer or another designated individual tour our facilities to review and approve our security procedures.

Security Supervisor Name and Contact Information:

Mike Thompson, Shipping & Security Manager

E: mthompson@wwlinc.com | T: 479-783-4113 Ext. 432 | F: 479-783-7050



EQUIPMENT REDUNDANCY

It is critical that your printer have a back-up plan and adequate capacity to produce your job. WW&L's equipment redundancy provides the capability to transfer a job to a secondary piece of equipment.

Material & Waste Handling

Slitter/Rewinder 40"	(1)
52" Sheeter.....	(1)

Self Contained Waste Collection System

Compactor/Baler.....	(1)
Shredder.....	(1)

Offset:

Heidelberg 2-Color Press.....	(2)
Heidelberg 5-Color Press.....	(1)

Specialty Presses:

Screen Print – 14" x 24"	(1)
Flexographic 7" 6-Color	(1)
Flexographic 16" 10-Color	(1)
Flexographic 17" 11-Color	(2)
Flexographic 20" 10-Color	(1)
Auto Screen Press/UV Dryer.....	(1)

Computer Printers:

Sheetfed Laser Printer 70 PPM.....	(2)
Digital Color Press.....	(7)
Continuous Form Laser to 110 PPM	(3)
Inline Inkjet Heads Single Character.....	(20)
Inline Inkjet Heads Broad Array	(4)

Floor Space (Sq. Ft.)*

Manufacturing	170,600
Office.....	17,100
Warehouse.....	71,300

Building

Air Compressors 60 HP.....	(3)
Backup Generator 750 KVA	(2)

Prepress and Press Equipment

Letterpress:

New Era Presses	(8)
C&P	(2)
Kluge Presses	(6)
Heidelberg (large).....	(6)
Heidelberg (small).....	(2)

Electronic Prepress:

Mac Work Stations.....	(17)
Scanners.....	(6)
Unix Work Stations.....	(1)
Proofing Printers	(8)
Sheetfed Laser Printer 110PPM.....	(2)

CTPs:

Offset CTP 19" x 25"	(2)
Flexo CTP.....	(1)

Bindery Equipment

Folder, up to 20.5" x 33"	(2)	Magnetic Card Encoder	(1)
Padding, Hot Melt	(1)	Coater w/Air Dry System.....	(1)
Cutting Machines, Sizes to 40	(9)	Paper Drills.....	(2)
Hydraulic Clicker Die Cutter	(2)	Sheet Laminator	(4)
Stripping Machine	(1)	Corner Cutter.....	(4)
Stitchers.....	(10)	PMC Die Cutter... ..	(1)
Tag Stringers, Whirlwind	(3)	Strip Packaging-Baggers.....	(5)
Slitters – 20	(4)	Tape Applicator	(2)
Perforator, Up to 22" x 25"	(1)	Manual Re-roll.....	(4)
Shrinkwrap.....	(4)	Automatic Re-roll.....	(1)
Automatic Die Cutter.....	(2)	Wire Binder	(3)
Label Applicator.....	(1)		



BACK-UP POWER SUPPLY

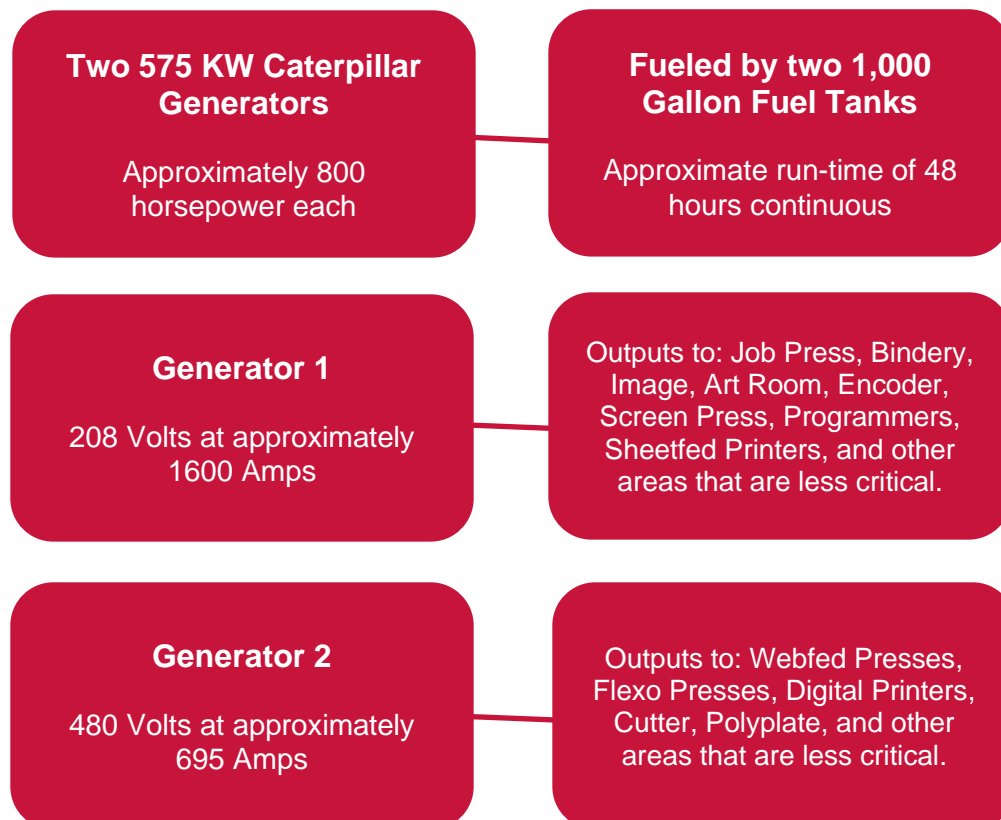
WW&L has two back-up generators giving us the ability to continue the production process on schedule should the power go down for any length of time. Our back-up generators ensure power outages will not delay your order.

If our power status changes, one of the following message alerts us to the status change:

- Connected to OC&E Power
- Emergency Power Available
- Running on Emergency Power
- OG&E Power Available
- OG&E Under Voltage 10%
- OG&E over Voltage 10%

Each generator has auto transfer switches that will start the generators and transfer to generator power within 20 seconds of a power outage.

GENERATOR SPECIFICATIONS





QUALITY CONTROL

WW&L is in the business of providing our customers with printed products to be used in the control of their operations by meeting or exceeding the expectations of our customers.

Long before the current rage for “total quality” had started, WW&L was already employing quality processes and controls to provide the high value required for our customer’s products. This was due primarily to demands from our customers and the necessity for accuracy, security and the aesthetic quality that their products required.

Our standards speak for themselves. We guarantee you will receive exactly what you order, no missing or duplicate numbers, and the finished job will be to your satisfaction.

Any issues regarding service, product quality, or performance are documented and evaluated to determine how and why the deficiency occurred. This information is distributed to the proper department supervisor who is responsible for investigating the problem and implementing a solution. The results are reviewed and approved by management. The new processes are then documented and put into practice with continual review and revision as needed by the department supervisor.

We ship your products in double-walled corrugated boxes securely sealed with security tape. This tape shows immediate evidence of tampering by means of a permanent adhesive and an identifiable printed mark on the tape, that would show evidence if it were taped over. We ship using traceable means so that shipments can be tracked immediately.

Providing the best possible service and quality is what we’re all about. Advanced training for employees, continually improving processes, state of the art technology, and quality control are part of this effort.

Some examples are noted below.

- Plant wide use of Pantone Matching System for colors.
- Calibration and fingerprinting of presses and prepress equipment to ensure color consistency.
- Industry-leading production scheduling software.
- State of the art technology for digital proofing.
- Use of the best technology available for production of printing plates and mounting.
- Computer controlled registration and inks using state of the art pressroom equipment.
- Digital presses for almost unlimited variable images.
- Proofreading at every stage of production.
- Combined manual and automated verification of the completed job.
- Barcode verification of ticket fulfillment.
- SEDEX Registration



CUSTOMERS

Customers of all scope and size benefit from our ongoing commitment to quality and service. We provide design services, programming, printing, and fulfillment services. We truly appreciate our customers and the trust they place in us and are honored to serve such a broad spectrum of customers: Colleges, high schools, cities, townships, and other government entities; water parks, music festivals, performing arts centers, fairs, rodeos, race tracks, movie theaters, casinos, nightclubs, and many other attractions.

WW&L GUARANTEE

Weldon, Williams & Lick, Inc. prides itself on meticulous attention to quality, accuracy, and accountability. We guarantee:

There will be no missing or duplicate numbers.

Packaging will be in correct numerical sequence according to your specifications.

Stickers will adhere for a minimum of one year when properly applied.

Products will remain legible for a minimum of one year when printed with our fade-resistant inks.

Hangtags will maintain shape, with minimal curl, for a minimum of one year when hung from a rearview mirror.

WW&L has a department specifically for verifying the accuracy of your products. Any breaks in continuous feed stock are noted on the boxes and a marker is placed inside the box at the position of the break. We have on-site department supervisors and plant managers to oversee every aspect of production and distribution. All inside cartons are labeled with quantity enclosed, the beginning and ending numbers, the name of the product, and other identifying data, such as month of permit, date of an event or title of product.



Weldon, Williams & Lick, Inc.
711 North A Street · P.O. Box 168
Fort Smith, AR 72901
P: 800-242-4995 F: 479-783-7050
sales@wwlinc.com

WW&L REFERENCES

Arkansas Oklahoma State Fair
PO Box 4145, Fort Smith, AR 72914
Eli Martinez
479-783-6176

Ticket Philadelphia
Catherine Pappas
cpappas@ticketphiladelphia.org
215-893-1966

University of Texas at San Antonio
Stephanie Peche
stephanie.peche@utsa.edu
210-200-8206



ADDITIONAL WW&L PRICING INFORMATION

- Quoted prices include shipping charges.
- Pricing is based on the specifications as outlined in this quote. Changes in specifications will be documented in the change order process and may result in adjustments to quoted prices based on the new specification. Materials are allocated based on the quantity of each item in your price agreement. Prices will be adjusted for additional quantities. Pricing for lower quantities will be adjusted based on the quantity of items printed at the end of a project, plus any unused material cost allocated to your project, along with any completed processes.
- Artwork is required in an acceptable format: Adobe InDesign is the preferred software for design layout. WW&L recommends that Illustrator and Photoshop be used for support elements only and that these elements are placed into InDesign to build the production artwork.
- Price includes an initial proof and one proof revision. Additional proofs or art rework will incur alteration charges (currently \$175 per hour) and may also require adjustments in the comprehensive schedule.
- Quoted prices do not include any applicable taxes.
- Proofs will be provided in 7 to 10 working days after receipt of your complete order and artwork in acceptable format.
- Standard production time is 25 to 30 working days after final proof approval.
- NOTE: If a specific delivery date is required a detailed production schedule will be provided.
- If data is included in your specifications, prices include up to three transmissions. Additional data transmission will incur further charges.
- Delayed artwork, multiple proof revisions and delays in the approval process will require adjustments to production schedules.
- Cartons and Packages with lightweight contents are subject to dimensional weight adjustments by the carrier.
- Please note our attached Terms and Conditions; these will become effective upon our receipt of your orders, unless otherwise agreed upon.



WELDON, WILLIAMS & LICK, INC. STANDARD TERMS AND CONDITIONS

ACCEPTANCE OF YOUR ORDER IS CONDITIONED UPON THE FOLLOWING:

PURCHASE ORDERS: A purchase order is any communication from the Customer to WW&L requesting that WW&L manufacture or sell to the Customer products described therein or in a separate communication and a purchase order shall be effective upon acceptance by WW&L. Acceptance by WW&L may be either by notification to Customer or by commencing work on the goods or services ordered.

Acceptance of a purchase order is subject to credit approval. The work is to be performed according to the specifications expressly set forth in the agreement and in any of WW&L's specifications relating to portions of the work, as provided to the Customer. If for any reason, other than solely WW&L's error, all or any part of the work must be redone, an additional charge will be made at current rates. An additional charge at current rates may also be made for work requested by the Customer that is different from or in addition to the work, as specified in the estimate.

ESTIMATES: An estimate not accepted in writing within thirty (30) days may be changed. No discount will be allowed unless specifically set forth in the estimate itself. Estimates are based on WW&L's written understanding of the Customer's specifications and the accuracy of the specifications provided to WW&L by the Customer. WW&L has the option to re-estimate a project at the time of submission by Customer if the project does not conform to the information on which the original estimate was based.

Estimates are based on the cost of services, labor and materials on the date of the estimate. If changes occur in cost of materials, labor, or other costs prior to acceptance, or if the Customer requires changes in specification, quantities, designs, or the production schedule subsequent to acceptance, or in the event of foreign or domestic legislation enacted by any level of government, including tax legislation, which increases the cost of producing, warehousing, or selling the goods or services purchased hereunder, WW&L reserves the right to change the price estimated. Subsequent orders will be subject to price revision if required. Estimates do not include applicable taxes, shipping costs or deliveries unless specifically stated in the estimate.

If there is a change in specifications or instructions to the original estimate and these changes result in additional costs, WW&L will inform the Customer, in writing, what these additional costs will be. The work performed will be billed at the current rates as agreed, and the completion date may be delayed.

EXPERIMENTAL WORK: WW&L will charge a reasonable price for experimental or preliminary work performed at Customer's request. This work cannot be used without WW&L's written consent.

CREATIVE WORK: WW&L may provide examples of creative work in the form of creative briefs, ideas, concepts, demos, sketches, dummies, storyboards, comprehensive layouts, prototypes or by other means. Creative work may be communicated verbally, visually and/or electronically. This creative work is the sole property of WW&L and may not be used by the Customer in any form or derivation without WW&L's express written permission or without Customer's payment of compensation as determined by WW&L.

PREPRESS PROOFS: When requested by Customer, WW&L will submit prepress proofs for the Customer's review and approval. Corrections or revisions will be made by the Customer on the "master set" of prepress proofs and shall be returned to WW&L, marked "OK" or "OK with corrections" or "Revised Proof Required" and signed by the Customer. Until the master set is received, no additional work will be performed. WW&L will not be responsible for undetected production errors if: (1) proofs are not required by the Customer, (2) the work is printed per the Customer's OK of the signed master set, or (3) requests for changes are communicated orally and not verified as defined herein, by Customer on a "master set."



PRESS PROOFS: Press proofs will not be furnished unless they have been required in writing in WW&L's quotation. A press sheet can be submitted for the Customer's approval as long as the Customer is present at the press during make ready. WW&L may assess reasonable charges for any press time lost or alterations or corrections made because of the Customer's delay or change of mind.

COLOR PROOFING: A color proof is used to simulate how the printed piece will look. Due to differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance by WW&L.

ELECTRONIC MANUSCRIPT OR IMAGE: It is the Customer's responsibility to maintain a copy of the original file. WW&L is not responsible for accidental damage to media supplied by the Customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by WW&L, no claims or promises are made regarding WW&L's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize Customer-supplied files will be charged at prevailing rates.

PREPARATORY MATERIALS: Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by WW&L remain WW&L's exclusive property.

ALTERATIONS/CORRECTIONS: Prices estimated herein are based upon WW&L's written understanding of the Customer specifications. No handwritten alterations to the printed portions of this agreement are valid unless initialed by WW&L and the Customer. Changes to original specifications of this agreement after acceptance by WW&L will be billed as extra charges at WW&L's usual rates. Notwithstanding the foregoing and recognizing both the frequency of change orders and press deadlines, WW&L's written change order sent to Customer by email, postal mail or facsimile shall amend the terms of the specific job it is pertinent to without the countersignature of Customer, if Customer does not controvert the change order within 24 hours of receipt thereof.

CANCELLATION OR DEVIATION: Customer shall be liable for all costs incurred by WW&L resulting from cancellation or deviation that are not otherwise avoidable by WW&L through reasonable commercial efforts, including, without limitation, down press and bindery time, materials ordered or inventoried on Customer's behalf and not otherwise usable by WW&L in the ordinary course of its business within a reasonable period of time and related obligations.

TELECOMMUNICATIONS: Unless otherwise agreed, the Customer will pay for all telecommunication transmission charges. WW&L is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

INSURANCE AND RISK OF LOSS: All stock and materials belonging to a Customer will be held and stored only at the Customer's risk, and the Customer shall be responsible for insurance on their material. Customer retains title to and the insurable interest in its materials. Because of this, WW&L is held harmless for acts not of its doing that create losses. All files, software, programs, paper, film, plates, or other materials not supplied by Customer but used to perform the services hereunder shall remain the exclusive property of WW&L unless otherwise agreed in writing. WW&L shall carry insurance to protect against acts or negligence on the part of its employees in the normal course of business. If specific additional insurance coverage is desired, such coverage must be specified by agreement or by separate insurance rider and premium. In such instances, the liability for losses will be limited to the agreed upon insurance amount. Moreover, WW&L will only maintain fire and extended coverage on property belonging to the Customer while the property is in WW&L's possession. WW&L's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to WW&L.

Customer shall bear all risk of loss to finished work upon delivery of the work by WW&L or its subcontractor, as applicable, to a common or contract carrier or to the U.S. Postal Service mail unit, F.O.B. WW&L's plant or its subcontractor's shipping dock. The risk of loss for property furnished and/or owned by Customer and for partially-finished work before or after the manufacturing process and while in transit to or from WW&L's premises shall be borne by Customer. Title to finished and partially-finished work shall pass at the same time the risk of loss for such work passes to Customer.



SHIPPING AND DELIVERY: Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. WW&L's plant. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, WW&L will charge accordingly at current rates. Charges for delivery of materials and supplies from the Customer to WW&L, or from the Customer's representative to WW&L are not included in quotations unless specified. Title for finished work passes to the Customer upon delivery to the carrier at shipping point, or upon mailing of invoices for the finished work or its segments, whichever occurs first.

DELIVERY CHARGES FOR DISTRIBUTION SERVICES: Estimates do not include delivery charges. WW&L will notify the Customer in writing including by facsimile or by delivery-confirmed e-mail of the required charges as soon as this amount is known and will notify the Customer of the date when these charges are needed in order to complete the fulfillment prior to the agreed upon fulfillment date. While WW&L will make every effort to provide the Customer with an accurate estimate of required delivery charges, WW&L is not responsible for reasons beyond WW&L's control. Payment of delivery charges in advance is required on all orders and is the responsibility of the Customer. WW&L reserves the right to hold product for which sufficient delivery charges have not been paid or until payment has been verified. The Customer will provide the payment in adequate time for WW&L to complete the fulfillment prior to the previously agreed upon fulfillment date.

PRODUCTION SCHEDULES & FORCE MAJEURE: Production schedules will be established and followed by both the Customer and WW&L. There will be no liability or penalty assessed against WW&L for delays due to Customer delays, state of war, riot, civil disorder, flood, fire, strikes, accidents, action of government or Page 3 of 4 Standard Terms and Conditions 01/14 civil authority, acts of God, terrorism, unavailability or shortages of materials, equipment failures, acts or defaults of the work of a subcontractor, delays in transportation, any disease, epidemics or pandemics, or other causes beyond the control of WW&L. In such cases, schedules will be extended by an amount of time equal to delay incurred. The prices in this agreement are based upon full compliance with said schedule and any deviation from the agreed upon schedule on the part of the Customer may result in a revised delivery date or additional charges for downtime or overtime incurred by WW&L due to said deviation from the schedule. In any case, no additional work will be performed by WW&L until such revised schedule and/or pricing is approved by the Customer.

CUSTOMER FURNISHED MATERIALS: Materials furnished by Customers or their representatives are verified by delivery tickets. WW&L bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by WW&L. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, electronic files, disks, data, or other materials furnished by the Customer must be usable by WW&L without alteration or repair. Items not meeting this requirement will be repaired by Customer or by WW&L with no WW&L liability for said repair and may result in additional reasonable charges and delivery delay.

OVER-RUNS OR UNDER-RUNS: Over-runs or under-runs will not exceed the percentage specified in the contract. WW&L will bill for actual quantity delivered within this tolerance. If Customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

OUTSIDE PURCHASES: Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Customer, are chargeable. Customer is responsible for payment for any outside purchases which WW&L has been authorized by the Customer to purchase, including outside purchases remaining on hand as the result of Customer changing suppliers, discontinuing publication, or changing paper requirements. WW&L reserves the right to substitute comparable paper of a manufacturer different than that designated unless specified otherwise in the agreement.

PAYMENT TERMS: Open account payment terms are net cash in 30 calendar days from date of invoice as specified. A monthly service charge may apply on all past due balances. **ALL PAYMENTS AND REMITTANCE MUST BE MADE DIRECT TO WELDON, WILLIAMS & LICK, INC., P.O. Box 168, Fort Smith, AR 72902-0168, U.S.A**

LIENS: As security for payment of any sum due under the terms hereof, WW&L retains a lien on all Customer property in WW&L's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or



payment has been guaranteed. If payment is not made, the Customer is liable for all collection costs incurred, including reasonable attorneys' fees.

CLAIMS: Claims for defects, damages, or shortages must be made by the Customer in writing no later than five (5) calendar days after delivery. If no claim is made within the specified time period, WW&L and the Customer will have mutually acknowledged that the job has been accepted by the Customer and that WW&L's performance has fully satisfied all terms, conditions, and specifications of the purchase agreement.

TIME IS OF THE ESSENCE: WW&L and Customer mutually agree that time is of the essence in this agreement, and if Customer defaults in the payment of any part hereof the entire amount of the agreement shall immediately become due and payable without notice at the option of WW&L together with all costs of collection, including reasonable attorney's fees if collected by law or through an attorney. In the event Customer defaults in making any payment under this or any other agreement currently being performed for Customer by WW&L, then WW&L may suspend performance under this agreement.

DAMAGES AND LIMITATIONS OF LIABILITY: WW&L's maximum liability, whether by negligence, contract, or otherwise, for any claim whatsoever of any kind and nature arising out of this agreement, or fraction affected, shall not exceed the amount paid by the Customer. It is further mutually agreed that replacing the work (including any services) or re-mailing or re-shipping a correction or corrected job as soon as possible to rectify a mistake that is the subject of this agreement shall satisfy any and all claims whatsoever of any kind and nature arising out of this agreement. Under no circumstances will WW&L be liable for specific, incidental or consequential damages, including, but not limited to lost profits and lost postal discounts, however proximate or foreseeable. Customer agrees that the prices in this agreement for the work (including any goods or services) that is the subject of this agreement are consideration for limiting WW&L's liability hereunder.

INDEMNIFICATION: Customer represents and warrants that neither the execution, delivery or performance, nor consummation of the transactions contemplated by this agreement will result in actual or alleged infringement of any proprietary right (including, but not limited to, trademark, trade secret, patent or copyright rights), or any actual or alleged misuse of personally identifiable information, or violation of any other laws and regulations applicable, or a violation or breach of, or default under any provision of the charter, by-laws or any material agreement to which it is a party. At all times Customer's performance under this agreement will be in compliance with any and all other rights arising from or in connection with the products or services produced by WW&L at the direction of the Customer. Customer agrees to indemnify and save WW&L harmless from any and all losses, claims, or damages (including legal costs and reasonable attorney fees) that WW&L may suffer in connection with a claim related to any actual or alleged breach of the representations and warranties described above.

WAIVER: No waiver by either party of any default by the other in the performance of or compliance with any provision, condition, or requirement herein shall be deemed to be a waiver of, or any manner release such other party from compliance with any provision, condition, or requirement in the future, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter. Any matter arising under this agreement that creates a right of action in either party against the other party, or the enforcement of any obligation or undertaking by one party against the other, shall survive any termination or expiration of this agreement.

COPYRIGHTS: The Customer warrants that it has the right to produce the subject matter to be printed, duplicated, or distributed and that the subject matter to be printed is not copyrighted by a third party. If the subject matter is copyrighted, the Customer warrants that it owns the copyright or has express permission of the owner to reproduce the copyrighted subject matter. The Customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The Customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the Customer agrees to indemnify and hold WW&L harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.



PERSONAL OR ECONOMIC RIGHTS: The Customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens any person's right to privacy or other personal or economic rights. WW&L, when not acting in an illegal discriminatory manner, reserves the right at his or her discretion to reject any job tendered based on illegal, libelous, scandalous, improper, or unsubstantiated content based on copyright, trademark, trade name or service mark infringement related to any elements of the job. Furthermore, the Customer will, at the Customer's sole expense, promptly and thoroughly defend WW&L in all legal actions arising from such claims as long as WW&L promptly notifies the Customer of the legal action and gives the Customer reasonable time to undertake and conduct a defense. WW&L reserves the right to use its sole discretion in refusing to print anything it deems illegal, libelous, scandalous, improper, or infringing upon copyright law.

STORAGE: WW&L will retain intermediate materials until the related end product has been accepted by the Customer. If requested by the Customer, intermediate materials will be stored for an additional period at an additional reasonable charge. WW&L is not liable for any loss or damage to stored material beyond what is recoverable by WW&L's fire and extended insurance coverage.

LIMITED WARRANTY: All goods are warranted to be manufactured correctly according to the Customer's written specifications as provided to WW&L, or as modified by a written mutual agreement. It is expressly agreed and understood that WW&L's liability for any breach of warranty is limited to replacement or refund of the purchase price of any defective goods unless agreed in writing. This Limited Warranty is in lieu of any other warranty, expressed, or implied, and there are no other warranties that apply to the goods provided or services rendered, or this agreement, including, without limitation, any implied warranty of merchantability, or warranty of fitness for purpose.

TAXES: All taxes and assessments levied by any governmental authority are the responsibility of the Customer. All amounts due for taxes and assessments will be added to the Customer's invoice. No tax exemption will be granted unless official proof of the Customer's exemption is on file with WW&L or such documentation accompanies the order. If, after the Customer has paid the invoice, it is determined that more tax is due, the Customer must promptly remit the required taxes to the taxing authority or immediately reimburse WW&L for any additional taxes paid.

SUBSEQUENT WORK: To facilitate and expedite the parties' dealings on future printing jobs, it is agreed that the terms set forth in this agreement shall apply to all future printing jobs unless amended or contradicted in writing signed by both parties.

CHOICE OF LAW AND FORUM SELECTION: This agreement is made pursuant to and shall be governed by the laws of the state of Arkansas. Customer agrees that any dispute or claim arising under or in connection with agreement or related to any matter which is the subject of this agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the state of Arkansas, and Customer waives any objection to jurisdiction or venue or any defense claiming a lack of jurisdiction or improper venue, in any action brought in such courts.

COST AND EXPENSE OF LEGAL ACTION: The prevailing party in any legal action or proceeding brought to enforce this agreement shall be entitled to recover from the other reasonable attorneys' fees, costs and expenses arising out of such legal action brought before a court, mediator, arbitration or private settlement.

INTEGRATION: This agreement contains the entire agreement of the parties and no inducements, representations, promises, agreements, or understandings, oral or in writing between the parties, not embodied herein or subsequently made a part hereof by a properly executed addendum or amendment hereto as herein provided, shall be of any force or effect. No addendum to or amendment in the provisions of this agreement shall be effective or binding upon a party hereto unless embodied in a written instrument executed on behalf of such party by an authorized representative.

ASSIGNMENT: WW&L may, in its sole discretion, assign this estimate and/or subcontract all of the work hereunder. This agreement shall be binding upon and shall inure to the benefit of the successors, and assigns of the Customer and WW&L, provided, however, that Customer may not assign or transfer this agreement, in whole or in part, except on the prior written consent of WW&L.

SEVERABILITY: If any provision of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.