

Terms of Use

Graphic Arts Service & Supply, Inc. welcomes you to its site. We ask that you read the following. By accessing the site, you are indicating your acceptance of these Terms of Use and the Privacy Policy located elsewhere on this site. By accessing, viewing, or using this site, you acknowledge that you have read, understand, and agree with these terms. If you do not wish to be bound by these terms, please do not use this site. Graphic Arts Service & Supply, Inc. is also called "Graphic Arts" in these Terms and in the Privacy Policy.

Privacy Policy

[Click here](#) to access Graphic Arts Service & Supply, Inc.'s Privacy Policy governing the use of information that we may obtain from you through your use of this site.

Proprietary and Copyright Protected Information

The material and content accessible from this site (the "Content") is the proprietary information of Graphic Arts Service & Supply, Inc. or the party that provided the Content to us, and the owner of such Content retains all right, title, and interest in the Content. This site, including all Content, is copyrighted and protected by international copyright laws and treaty provisions.

You agree to comply with all copyright laws worldwide in your use of this site, and agree that the site and Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of Graphic Arts Service & Supply, Inc., except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter any copyright, trademark or other proprietary notice appearing on any of the Content. No intellectual property rights are transferred to you by access to this site or otherwise.

Non-Public Area Access; Password Security and Notification

To access some of the non-public areas of this site, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all the information you provide on this site will be correct, current, and complete. If Graphic Arts Service & Supply, Inc. believes the information you provide is not correct, current, or complete, we have the right to refuse you access to this site or any of its resources, and to terminate or suspend your access at any time.

If you have a Personal Identification Number ("PIN") or password for access to non-public areas of the Graphic Arts Service & Supply, Inc. site, you are solely responsible for all activities that occur in connection with your PIN/password, and you will be responsible for the security of your PIN/password. Accordingly, you should take steps to protect the confidentiality of your PIN/password. Notify us immediately if you become aware of any disclosure, loss, theft or unauthorized use of your PIN/password. Any PIN/passwords used for this site are for individual use only. Graphic Arts Service & Supply, Inc. will be entitled to monitor your PIN/password and, at our discretion, require you to change it. If you use a PIN/password that Graphic Arts Service & Supply, Inc. considers insecure, we may require the PIN/password to be changed and/or terminate your account.

Product Orders

While we will make efforts to fulfill all orders, we do not guarantee the availability of any particular product displayed on this site. We reserve the right to discontinue the sale of any product listed on this site at any time without notice. Product prices offered on this site may vary from other advertised products by varying conditions in different geographic markets. The prices displayed on this site are quoted in U.S. dollars and are valid and effective only within the United States, and such prices do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your order. We reserve the right to limit the quantity of items ordered and/or refuse to sell to any customer. Risk of loss and title for all items purchased from this site pass to you upon delivery to the carrier. Return authorization is required before you may return products to us. A restocking charge will be charged for parts ordered in error. Custom-made products are not returnable.

Third-Party Sites

As a convenience to you, we may provide on this site general news and information, or other content supplied by companies that are not affiliated with Graphic Arts Service & Supply, Inc. ("Third Party Content"). Third Party Content may be made available through framed areas or through hyperlinks to third party web sites operated by other entities ("Linked Sites"). Although Third Party Content may be framed-in on the Graphic Arts Service & Supply, Inc. site or available through a link to a Linked Site, we do not maintain, control, govern, prepare, edit, or endorse Third Party Content or Linked Sites. The content, accuracy, opinions expressed, and other links provided by Third Party Content and Linked Sites are not investigated, verified, monitored or endorsed by us. Graphic Arts Service & Supply, Inc. therefore does not endorse, make any representations regarding or warrant any information, goods, and/or services appearing and/or offered in any Third Party Content or on any Linked Site. You will use Third Party Content or Linked Sites at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Graphic Arts Service & Supply, Inc. reserves the right to discontinue any Third Party Content or Linked Site at any time without prior notice.

Rules for External Links to Site

Graphic Arts Service & Supply, Inc. welcomes links to this site. You may establish a hypertext link, provided that the link does not state or imply any sponsorship or endorsement of your products or your site by us. You may not frame or otherwise incorporate into another Web site any of the content or other materials on our site. We may revoke this consent at any time and for any reason. If you do link to the site, you should be aware that internal pages change frequently and without notice, and your link may be repositioned or deleted as a result.

Submissions

You hereby grant to Graphic Arts Service & Supply, Inc. the royalty-free, perpetual, irrevocable, worldwide, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to us through this site (together, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. We will not be required to treat any Submission as confidential, and may use any Submission in our business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in our future operations. We will treat any confidential information that you submit through this site in accordance with our Privacy Policy.

Limited Warranty, Disclaimer of Warranties, and Disclaimers

You expressly agree that use of this site is at your sole risk. Neither Graphic Arts Service & Supply, Inc., its affiliates, nor any of its officers, directors, employees, agents, third-party content providers or licensors warrant that this site will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this site, or as to the accuracy, completeness, reliability, security, or currency of the information contained on this site. This site may contain errors, omissions, inaccuracies or outdated information, and we do not warrant that any defects or inaccuracies will be corrected. We reserve the right to correct errors or omissions or to make any other changes to this site at any time without notice. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this site for the reconstruction of any lost data. YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" "WHERE IS" AND "WHERE AVAILABLE" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED.

Graphic Arts Service & Supply warrants to its original customer that all blades sharpened by Graphic Arts upon customer request shall be sharp at the time of delivery to the customer, and shall not be damaged by Graphic Arts during the sharpening process. To submit a claim under this warranty, within thirty (30) days after delivery to the customer, the customer must submit the blade for inspection at the offices of Graphic Arts, along with any additional written or pictorial evidence in support of the claim, including proof of purchase of the sharpening services from Graphic Arts. Upon receipt of these materials, Graphic Arts will review them, and, if appropriate, will repair or replace the blade. EXCEPT AS STATED IN THIS

PARAGRAPH, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, GRAPHIC ARTS SERVICE & SUPPLY, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. GRAPHIC ARTS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY FAILURE TO COMPLY WITH THIS WARRANTY. WITHOUT LIMITING THE FOREGOING, GRAPHIC ARTS SERVICE & SUPPLY INC PROVIDES NO WARRANTY FOR PRODUCTS SOLD BY GRAPHIC ARTS TO CUSTOMERS.

Limitation on Liability

YOU AGREE THAT GRAPHIC ARTS SERVICE & SUPPLY, INC., ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS OR EXPENSE RESULTING FROM YOUR USE OF THE SITE OR THE CONTENT, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL GRAPHIC ARTS SERVICE & SUPPLY, INC. BE LIABLE TO YOU FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR IN ANY WAY RELATED TO THE SITE OR THE CONTENT OR TO YOUR USE OF, OR INABILITY TO USE, THE SITE, REGARDLESS OF WHETHER GRAPHIC ARTS SERVICE & SUPPLY, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF GRAPHIC ARTS SERVICE & SUPPLY, INC. AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE ACTUAL AMOUNT YOU HAVE PAID TO GRAPHIC ARTS SERVICE & SUPPLY, INC. AS CONSIDERATION FOR THE APPLICABLE PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE.

Indemnity

You will indemnify and hold Graphic Arts Service & Supply, Inc., its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors from and against any and all claims, loss, damages, judgments, awards and expenses, including reasonable attorney fees, arising out of or related in any way to your use of this site, your violation of these Terms of Use, your violation of any law or regulation, or your violation of any proprietary or privacy right.

Trademarks

Trademarks, service marks, brand names and logos appearing in this site are the property of Graphic Arts Service & Supply, Inc. or the company supplying the product on which or in connection with which the marks appear.

Security

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with the system resources and/or accounts related to this or any other Web site. The use or distribution of tools designed for compromising security (e.g., password-guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, we reserve the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. We reserve the right to investigate suspected violations of these Terms of Use.

We reserve the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS GRAPHIC ARTS & SUPPLY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY GRAPHIC ARTS & SUPPLY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER GRAPHIC ARTS SERVICE & SUPPLY, INC. OR LAW ENFORCEMENT AUTHORITIES.

International Users and Choice of Law

Graphic Arts Service & Supply, Inc. makes no representation that materials at this site are appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. If you access this site from a location outside of the United States, you are responsible for compliance with all local laws. These Terms of Use shall be governed by the laws of the State of Michigan, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located with in Kent County, Michigan for any disputes with us arising out of your use of this site.

Termination

We may terminate your access to the site for any reason, without prior notice.

Electronic Communications and Electronic Signatures

You agree to be bound by any affiliation, assent or agreement you transmit through this site, and you consent to receive communications from Graphic Arts Service & Supply, Inc. through electronic transmission. You agree that when in the future you click on an "I agree", "I consent" or other similarly worded "button" or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

Changes

We reserve the right, at our sole discretion, to change, modify, add or remove any portion of these Terms of Use in whole or in part, at any time, and you agree to be bound by the revised Terms. Changes will be effective when notice of such change is posted. Your continued use of the site after any changes to these Terms of Use are posted will be considered acceptance of those changes. It is your responsibility to return to these Terms of Use from time to time to review the most current terms and conditions. Graphic Arts Service & Supply, Inc. does not and will not assume any obligation to notify you of changes to these Terms.

We may terminate, change, suspend or discontinue any aspect of the site, including the availability of any features of the site, at any time. We may also impose limits on certain features and services or restrict your access to parts or all of the site without notice or liability.

Miscellaneous

If any part of these Terms of Use is unlawful, void or unenforceable, that part will be enforced to the maximum extent permissible so as to effect the intent of these Terms of Use, and the remainder of these Terms shall continue in full force and effect. No waiver by either party of any breach of default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. These Terms of Use constitute the entire agreement among the parties relating to this subject matter.

Last updated: December 13, 2007

Copyright © 2007 Graphic Arts Service & Supply, Inc.