

# Modern Image Book Order Form



Account # \_\_\_\_\_

ALL AREAS MARKED IN RED MUST BE COMPLETED

Reference Name: \_\_\_\_\_

Studio Name	PAYMENT METHOD: <input type="checkbox"/> Visa/MC <input type="checkbox"/> AMEX <input type="checkbox"/> COD (extra fee)
Address	CREDIT CARD AUTHORIZATION
City State Zip	Acct. #: _____ Exp: _____
Tel. # ( )	Name: _____ <input type="checkbox"/> On File
Email	Signature: _____
<input type="checkbox"/> 50% SAMPLE DISCOUNT *Sample-Not for Resale* will be stamped on cover	SHIP VIA: <input type="checkbox"/> Ground <input type="checkbox"/> 3rd Day <input type="checkbox"/> 2nd Day <input type="checkbox"/> Next Day
	<input type="checkbox"/> 2 WEEK RUSH - 50 % ADDITIONAL

Special Instructions:

Album Size: \_\_\_\_\_ # of Prints: \_\_\_\_\_ Max=70 prints Prints:  Spray  \*Already Sprayed  \*Already UV Coated

\*Specialty/Inkjet/Metallic Print #'s: \_\_\_\_\_ \*Artwork on: \_\_\_\_\_  
\*Capri is NOT responsible should any damage occur to these prints

Print Style:  Split Prints  Folded Prints **Page/Cover Corners:**  Square  Rounded  
Default = Split Default = Square

\*\*Side #'s of 2-pg spreads: \_\_\_\_\_ \*\*All prints are trimmed 1/8" on all sides EXCEPT "panorama-like spreads", these layouts are NOT trimmed on the inside seam, they are trimmed 1/4" on the outside edge.

Gilding Color:  Gold  Silver  Black\*  Ungilded \*Not recommended on Modern Image Books Invitation Page:  BLANK 1  BLANK 1 & 2  Invitation enclosed  
(First print Side 2) (First print Side 3)

Cover Color: \_\_\_\_\_ Border Design: \_\_\_\_\_ Title Design #: \_\_\_\_\_ Monogram: \_\_\_\_\_

Two-Tone Cover Colors: Spine/Back: \_\_\_\_\_ Front: \_\_\_\_\_

Imprint Color:  Gold  Silver  Black  Brand (N/A: Grained/Bottega) Imprint Font:  Italic  Block  Modern Default=Italic Imprint Case:  Upper and Lower Case  ALL UPPER CASE  all lower case  
Default=Upper & Lower

Cover Images:  Capri to Mount

<input type="checkbox"/> 4x5		<input type="checkbox"/> 4x5		<input type="checkbox"/> Sheer	<input type="checkbox"/> Clear	<input type="checkbox"/> Luminous	<input type="checkbox"/> Metal	<input type="checkbox"/> 6x6 Glass	<input type="checkbox"/> 4x5 Cameo	<input type="checkbox"/> Swarovski Crystal Imprint
<input type="checkbox"/> 5x4		<input type="checkbox"/> 5x4								
<input type="checkbox"/> 5x5		<input type="checkbox"/> 5x5								
<input type="checkbox"/> 5x7		<input type="checkbox"/> 5x7								
<input type="checkbox"/> 7x5		<input type="checkbox"/> 7x5								

Image to be printed on Luminous/Metal/Glass must be submitted on disk.

Center Imprint: 1 \_\_\_\_\_  
If No Title Design indicated above

2 \_\_\_\_\_

Lower Imprint: 1 \_\_\_\_\_  
 Traditional

2 \_\_\_\_\_  
 Contemporary

Spine Imprint: 1 \_\_\_\_\_  Spine Tooling  5 Band Spine: \_\_\_\_\_  
Label Color

Studio Imprint: 1 \_\_\_\_\_  
 Use Logo

2 \_\_\_\_\_

<input type="checkbox"/> Flannel Sack	Slipcase: <input type="checkbox"/> Single <input type="checkbox"/> Double* <input type="checkbox"/> Triple*	*Slipcase Order Form #'s			
Date Rec'd _____	Order # / Barcode Label _____	12x12's _____	10x12's _____	8x8's _____	5x7's _____
# of Orders _____		11x14's _____	10x10's _____	7x10's _____	5x5's _____
Payment Amt. _____		10x15's _____	9 1/2 x 12's _____	6x8's _____	4x6's _____
Check # _____		10x14's _____	8x12's _____	5x10's _____	4x5's _____
Weight _____		10x13's _____	8x10's _____	5 1/2 x 7's _____	3 1/2 x 5's _____

## **ORDER TERMS AND CONDITIONS**

THE ORDER SPECIFIED ON THE REVERSE SIDE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, WHICH FORM A BINDING LEGAL AGREEMENT BETWEEN YOU ("BUYER") AND CAPRI ALBUM CO., INC. ("CAPRI").

1. **Billing and Payments:** Capri accepts Visa, MasterCard, American Express, check and COD. All payments must be in U.S. funds. Upon acceptance of an order, Buyer is responsible for timely payment for the products ordered on the reverse side of this order form. If we do not receive payment with your order, we will send an invoice itemizing all charges. Although we begin production of Buyers' orders immediately, we must receive full payment prior to shipping the completed order. We recommend credit card payment to expedite the shipping of any order. If Buyer sends a check, the order will be shipped only when the check clears. Buyer is responsible for any bank fees Capri may incur for checks that do not clear. For first time orders only, if COD is selected, it will be sent to Buyer COD CASH Orders are subject to payment of any applicable sales tax and shipping costs by Buyer, unless Buyer provides a valid sales tax exemption certificate.
2. **Credit Terms:** Credit applications are sent upon request after minimum sales of \$400 per month for two (2) consecutive months. Approval of a Buyer's credit account shall be in Capri's sole discretion and shall be subject to approval by Capri's credit department and financial service providers.
3. **Processing Orders:** All orders must conform to Capri's instructions for Preparing Your Mounted Album Orders. Failure to comply with those instructions may result in additional fees as provided therein. Capri is not responsible for any errors, delays or any damages whatsoever resulting from Buyer's failure to comply with Capri's order instructions. Buyer is responsible for orders conforming to Capri's Product Summary Guide.
4. **Order Cancellation and Changes:** Cancellation of orders by Buyer after acceptance by Capri will be permitted only with Capri's written consent in its sole discretion, and subject to Capri being fully reimbursed for all of its production costs (including labor and materials) for all work in progress and the value of any completed products that are ready to ship. Changes to accepted orders will be made but may be subject to additional fees at Capri's standard rates for work that needs to be redone, modified or added. Order changes may also delay the completion and shipment dates of an order.
5. **Defective Products>Returns:** Capri uses only high quality production techniques and materials for its albums. Capri will use reasonable commercial efforts to repair or, in its sole discretion, replace album products that have defects in manufacturing or workmanship, provided such products are returned within a reasonable period of time after purchase. Buyer must promptly inspect any products shipped upon Buyer's receipt. Any claims based on apparent product defects or errors in production (including printing errors) must be made to Capri within five (5) days after Buyer's receive of shipment. Any claim for damage or loss incurred during shipment, as opposed to in production, must be made to the common carrier used for shipment. Capri is not responsible for loss or damage to products after its delivery of products to the common carrier for shipment. Capri is also not responsible for defects or damage due to product misuse, accidents or normal wear and tear.
6. **Disclaimer of Warranties:** OTHER THAN EXPRESSLY SET FORTH IN PARAGRAPH 5, CAPRI MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WITH RESPECT TO CAPRI'S PRODUCTS OR SERVICES AND CAPRI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH REGARD TO ANY CAPRI PRODUCTS OR SERVICES.
7. **Limitation of Liability:** IN NO EVENT WILL CAPRI BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES (WHETHER BASED ON THEORIES OF BREACH OF CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE) EVEN IF CAPRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S SOLE REMEDY IS TO RETURN DEFECTIVE GOODS TO CAPRI FOR REPAIR OR REPLACEMENT UNDER PARAGRAPH 5 ABOVE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, CAPRI'S WARRANTIES ARE EXCLUDED AND ITS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00.
8. **Delays:** Capri is not responsible for any delays or inability to deliver orders due to any reason beyond its reasonable control, including without limitation acts of God, war, strikes, terrorism, fire, flood, natural disasters, government action, strikes and labor slowdowns, shortages of materials and supplies, or failure or delay of means of transportation, mails or common carriers.
9. **Applicable Law and Jurisdiction:** ANY AND ALL DISPUTES RELATING TO BUYER'S ORDER OR THE TERMS OF THIS AGREEMENT, SHALL BE (I) GOVERNED BY, AND WILL BE INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THAT STATE'S CONFLICT OF LAWS PROVISIONS, AND (II) SHALL BE RESOLVED BEFORE A STATE OR FEDERAL COURT HAVING PROPER JURISDICTION LOCATED IN THE STATE OF NEW YORK, COUNTY OF WESTCHESTER, AND BUYER CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION OF SUCH COURTS AND WAIVES ANY OBJECTION BASED ON INCONVENIENCE OF FORUM.
10. **Miscellaneous:** If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provisions of this Agreement, and all other unaffected terms shall remain in full force and effect. These Terms and Conditions and the order information on the reverse side constitute the entire agreement of Capri and Buyer with respect to the subject matter hereof. No waiver by Capri of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default by Buyer. Buyer shall pay to Capri all costs and expenses, including reasonable attorneys' fees and costs, incurred by Capri in any legal proceeding brought by Capri to collect any sums due to Capri from Buyer.