



CLIENT LIABILITY FOR ARTWORK PROOF(S)

For every product you order, you will receive a complimentary electronic proof that must be approved before your order goes into production. In approving your final art/proof with Pendergrass Promos, Inc., you, as the client, are assuming responsibility and liability for the following:

SPELLING, LAYOUT, NUMBERS, AND DESIGN

- You are responsible for checking all spelling, layout, numbers, design, color of products, imprint colors, and any other applicable information regarding your order found on the final proof.
- We are not responsible for any typos you overlook or miss on your proof, even if that typo was our fault. If you approved it, you are responsible for what you approved (This includes but is not limited to: phone numbers, spelling, product color(s), imprint color(s), PMS matches, etc.).
- We deal with multiple orders per day and are constantly typing information into our system. We do not trust our own eyes and do not claim to. Even if we made the typo when we created your proof, you are ultimately responsible for proofing it for accuracy.

IMPRINT COLOR(S)

- Due to computer monitor differences, color appearance on the electronic proof can vary drastically compared to the final printed product and is not meant to be an exact representation. Even from monitor to monitor and order to order, imprint colors can vary. If there are any question/concern about imprint colors, you may inquire about purchasing a pre-production sample.
- If you are ordering a PMS color match, please note that even in paying for this process, an exact color match cannot be guaranteed due to differences in printing machines, the fabric/material, color, and texture on which your imprint color prints, as well as other variables that can alter the color in the process. We will attempt to get as close to your specified PMS color as possible, however, we, nor anyone in the industry, can guarantee an exact PMS color match because of the aforementioned variables. If printing on polyester material, the client assumes responsibility for any dye migration that may occur.

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PENDERGRASS PROMOS

Products That Promote You

- When matching a PMS color with specific numbers, you are approving the number itself and not the name of the color(s) since the name(s) of the colors do not affect the color(s) itself. For example, “bright red” may be the name of four or five different PMS colors. Therefore, the PMS number is what you are agreeing to and are held liable for.
- Even within one PMS color, there are differences of shades. Consider the following example of the same PMS number:



- If there is a specific shade within a PMS color you would like us to match, we might be able to get a closer shade match within the PMS color, although we cannot guarantee it. In order to know, we would need a physical sample of the color. Even then, we cannot guarantee an exact match.
- Some products imprint using a digital imprinting process. When printing digitally, the color(s) must be converted from PMS, RGB, etc. to CMYK colors. An exact color match from PMS to CMYK cannot be guaranteed and can vary in shade of color. Consider the following example of converting a PMS color to a CMYK color when printing digitally:



IMPRINT SIZE

- You are responsible for understanding the imprint size and location(s).
- The imprint area size for each product is available to be known prior to printing for each item, and can be found either on our website or by asking beforehand. We will not be held responsible if you fail to inquire about the imprint area size or fail to fully inspect the proof.



FINAL DISCLAIMER

Pendergrass Promos, Inc. will not be held responsible nor liable for any oversights when it comes to the proof, nor will we be held liable for printing your product according to anything other than the information that was provided on the final proof that was approved. The client is responsible for notifying us before they approve if any changes need to take place. Pendergrass Promos, Inc. is responsible for printing your product(s) according to the final proof and only according to the final proof regardless of what information may have been discussed before the final proof.