

## Custom-Print Items Stocking Agreement

Agreement between \_\_\_\_\_ (“Customer”) located at \_\_\_\_\_  
and All Florida Paper, LLC (“AFP”) located at 9150 N.W. 105th Way, Medley, Florida 33178.

**I. ARTWORK.** It is hereby agreed that the customer will provide AFP with the a digital or print layout copy of the logo or artwork being printed in the format requested by the manufacturer. Customer will also provide AFP and the manufacturer with the pantone code for each color used in the artwork. Once AFP turns the artwork and pantone color codes over to the manufacturer, the manufacturer will then provide Customer with a proof of the artwork. At that time, Customer must review the proof and approve or disapprove it. The final proof must be signed by Customer to indicate final approval. AFP will not place the order with the manufacturer until the final proof and this Agreement are signed.

Customer understands and agrees that there may be differences in the final product(s) (“Product”) because pantone colors print differently on different materials.

If Customer requests that AFP digitally reproduces Customer’s artwork from a non-digital version of the artwork, Customer understands that the reproduction may not be exactly the same as the sample provided to AFP.

**II. LEAD TIME.** Manufacturer’s lead time commences at the time a purchase order is issued to the manufacturer by AFP. Manufacturer’s lead time is an approximate time frame, over which AFP has no control. If the Product does not meet the minimum for delivery, the lead time will depend on the ability to consolidate Customer’s order with other orders.

**III. QUANTITIES.** Customer understands that the quantities of the custom-print item requested may vary slightly from the quantities shipped due to manufacturer over-runs and under-runs. Customer will always pay for the amount shipped, not the amount requested if it is due to manufacturer over-runs or under-runs. If the amount shipped is less than the amount requested, Customer will pay for the amount shipped and not the amount requested. Likewise, if the amount of Product shipped is greater than the amount requested, Customer must, however, purchase the amount shipped and not the amount requested.

**IV. STOCKING.** AFP will stock the custom-print Products included in this Agreement with the understanding that Customer will purchase and deplete the stock of these items within 120 days of arrival from the manufacturer. If the inventory is not depleted within this time period, AFP will not be responsible for the condition of the Product since the Product may become damaged due to aging or handling. Customer also understands that if the inventory is not depleted within this time frame, Customer is responsible for paying the balance due of the remaining Products at the end of the 120-day period specified by this Agreement. Customer understands that the remaining inventory of these Products will be delivered to Customer at the end of the 120-day period upon receipt of payment. AFP will not reorder Product without Customer’s consent.

If Customer’s company or its assets are sold, or if Customer’s company is renamed or reincorporated, Customer is still subject to the terms of this Agreement and responsible for paying for all the Products included in this Agreement. Customer cannot assign this Agreement, or any interested hereunder without AFP’s prior written consent.

**V. PRICING.** Pricing on the custom-print items AFP is stocking on behalf of customer will remain constant throughout the stocking period unless there is a manufacturer price increase or decrease in which case pricing will be adjusted accordingly. If the manufacturer increases the price of the underlying custom-print item, AFP will adjust Customer’s pricing upwards accordingly. If the manufacturer decreases the price of the underlying custom-print item, AFP will lower Customer’s price accordingly.

To avoid these potential price increases, Customer has the option to pay for all custom-print items at once and lock in the market price of the time. Customer understands that by choosing this option, Customer is no longer entitled to potential price decreases resultant from manufacturer price decreases since Customer has already paid for the Product. If Customer chooses to pursue this avenue, AFP will stock these prepaid items for Customer at no cost for a period of 120 days.

**VI. REORDERING.** AFP will continually monitor inventory levels for the Products specified in this Agreement and will automatically re-order these Products to ensure that Customer does not run out of inventory. If the manufacturer increases its prices, the increase letter from the manufacturer will be provided to Customer upon request. If Customer does not wish to reorder the custom-print items at any point in time, Customer must notify AFP in writing 30 days in advance. If Customer fails to notify AFP not to re-order with more than 30 days' advance, AFP will attempt to cancel any orders already placed. If AFP is unable to cancel the orders that have already been placed, Customer must purchase the items in full and must deplete the items within 120 days.

The terms of this Agreement will apply for all future re-orders.

**VII. WAIVER.** Delay or failure to exercise, or partial exercise of any right under this Agreement will not operate to waive that or any other right hereunder.

**VIII. DAMAGES.** In no event shall All Florida Paper, LLC be liable to Customer for any indirect, special, incidental, consequential or exemplary damages including, but without limitation, damages for loss of revenue, loss of profits, or loss of customers, clients or goodwill arising in any manner from this Agreement and/or the performance or nonperformance hereunder.

**IX. NOTICE.** Any notice relating to this Agreement must be in writing and sent to AFP at the address specified at the beginning of this Agreement (or any new address of which notice is given).

**X. LEGAL.** This Agreement shall be subject to, construed, and interpreted under the laws of the State of Florida without regard to its conflicts of law provisions. The parties agree that the exclusive venue for any action relating to this Agreement shall be in a court of competent jurisdiction in Miami-Dade County, FL. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

### Custom-Print Items Stocking Agreement

Customer Name	Account No.	Date	Approx. Lead Time	Assigned DSR

Primary Address	City	State	Zip Code	Manufacturer

AFP Item Number	Price on Order Date	Product Description	Order Quantity	Weekly / Monthly Consumption

Authorized Signature \_\_\_\_\_  
All Florida Paper, LLC

Print Name \_\_\_\_\_ Date \_\_\_\_\_  
All Florida Paper, LLC

Customer Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_