

IMAGE  
PRINTING NOW  
AVAILABLE!

# Mariak

## Image Printing Guide

Effective December 1, 2014



[Insert inspiration here.]

Your graphics.  
Our shades.

Infinite Graphic Possibilities  
From One Source

**Mariak**  
Many Window Solutions From One Source  
www.mariak.com

## Shade Specification

- *Print Ready Files* 300<sup>1</sup>DPI (minimum 1800 x 2400 pixel size) are preferred with art board/canvas set to the actual shade size and graphics arranged to scan and at desired placement. If files are not sent Print Ready an extra set-up surcharge will apply. Set-up is limited to sizing of logo to shade and approval process. Set-up does not include any design or selection of images, graphics or logos as these must be provided.
- Images, graphics and logos can be printed up to a maximum width of 100" with no limitation on length. Please note that printing is also limited to the chosen fabric width. Please refer to Mariak's In-Stock Roller Shade Fabric Listing & Table Index. Special order extra wide fabrics may be available as noted in the Fabric Listing; longer lead-time applies.
- All measurements (including but not limited to) graphic size, margins around graphics, dimensions, trim and <sup>2</sup>bleed (if applicable) must be specified and should be noted on an unused layer or on the Mariak Image Printing Purchase Order Form.

If the graphic is not going to take up the entire shade space, measurements of the desired border for each side must be given.

Measurements should be given to the nearest ¼" and take from the outermost point on the sides of the graphic.

## Preferred File Formats

EPS, AI, PDF, RAW or other <sup>3</sup>vector formats or high resolution images. These file types will help to ensure the least amount of work and the greatest image quality.

## Acceptable File Types

TIFF, JPEG, PSD or other standard <sup>4</sup>raster formats. These file types are acceptable if the file is set to scale at the exact size the graphic is to appear on the shade. Smaller or lower resolution images will degrade and become grainy and pixilated as their proportions are stretched.

## Graphic Confirmation & Approval

The Mariak Graphics Department will email a PDF file that displays all images, dimensions and shade placement and or a physical sample will be supplied (nominal fee applies) for final approval and signature. Shade will not go into production until signed proof is received. Production lead-times are longer for printed shades and are dependent upon the time required for the set-up and approval process.

## Fabric Options

Translucent, blackout and fiberglass sunscreen fabrics in single color solid whites. Printing on white fabrics helps to ensure the full vibrancy of the design. Surcharge may apply for darker beige, tan or grey fabrics as an additional underlay may be required to achieve desired coloration. Dark color fabrics in tan, grey, charcoal, black or bronze are currently unavailable for printing. Please refer to the Mariak's In-Stock Roller Shade Fabric Listing & Table Index for **\*Image Printable** fabric style selection. (Mariak roller shade materials only; no custom order material.)

## Color Options

Mariak offers Pantone printing (CMYK/RGB) or custom color matching.

Pantone Color Name and Number to be provided on purchase order ([www.pantone.com](http://www.pantone.com))

A printed physical fabric sample is required for precise custom color matching and a proof will be provided (nominal fee applies) for final approval.

## Fonts

All typography should be converted to paths (traced). If compressed files, such as JPEG/TIFF are not sent to size some degradation of the image and loss of color value should be expected. PSDs are editable as long as fonts have not been <sup>4</sup>rasterized. Any files or components within a file that require additional work, including correction of degradation of the font, will prompt additional fees.

## Double Sided Printing

Double sided image printing is available on non-blackout fabrics only; with the exception of Matte Vinyl Blackout. SheerWeave Performance+ and SilverScreen fabrics cannot be printed on the back side of fabric. Graphics can be printed on 1 (one) side and a solid color on the other; full color printing can be applied to each side. Street Side or Interior Side image print to be specified on the Mariak Image Printing Purchase Order Form.

## Hembar Printing

Image degradation and distortion may occur at the fabric weld if printed over the hembar.

<sup>1</sup>DPI (Dots Per Inch)

<sup>2</sup>Bleed is used for images overlapping the border of the shade and is the area that will be trimmed off of the image

<sup>3</sup>Vector images can be a lower DPI since they will not degrade or pixilate when enlarged

<sup>4</sup>Rasterized images will suffer degradation and pixilation as the image is enlarged

### Submitting Image Files

1. Send all files to [mariak\\_graphics@mariak.com](mailto:mariak_graphics@mariak.com)
  2. Larger files can be sent via a free account at [yousendit.com](https://www.yousendit.com) and email the file link to [mariak\\_graphics@mariak.com](mailto:mariak_graphics@mariak.com)
  3. Mail CD-ROM or Flash Drive labeled with Side Mark, Purchase Order or Mariak Sales Order Number on the label  
Attn: Mariak Graphics  
Mariak Window Fashions  
575 West Manville Street  
Rancho Dominguez, CA 90220
- Information to be provided with File Submittal
    - Indicated method of file submission on Mariak Image Printing Purchase Order Form
    - Mariak Account Number
    - Account Name
    - Contact Name & Phone Number
    - Side Mark, Purchase Order or Mariak Sales Order Number
    - Line Item Number & Shade Measurements

### Disclaimers

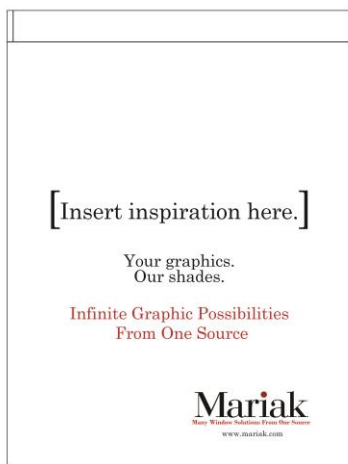
All image printing shall be subject to verification or appropriate copyright ownership/licensure and execution of "Mariak's Custom Printing Agreement".

### Warranty

Image Printed Roller shades are backed by a 5-Year Limited Warranty and must be used for interior applications only and installed behind glass that is preferably Low-Emissivity (Low-E) rated. Gradual degradation and fading of the printed image may occur over time due to sun exposure and is considered normal and will not be covered by this warranty. Please refer to "Mariak's Image Printed Roller Shade Limited Warranty" for complete details.

### Pricing

- Print Ready Set-Up Fee \$ 25.00 Net Per Shade
- Non-Print Ready Set-Up Fee \$ 50.00 Net Per Shade
- Image or Logo Tracing \$ 60.00 Net Per Image
- Image, Graphic or Logo Cost \$ 4.00 Net Per Shade Per Square Foot from outer point of image including any blank or unused space contained within the image. Base pricing includes all colors with the exception of *White*. (Minimum charge \$ 40.00 Per Shade)
- 50% Net Per Shade Surcharge Per Square Foot applies to *White* printing.
- Solid Color Covering Entire Shade 50% Net Per Shade Surcharge Per Square Foot of printed area.
- Landscape Image Printing Spanning Multiple Shades 50% Net Per Shade Surcharge Per Square Foot of printed area.
- \$2.00 Net Per Shade Surcharge Per Square Foot of printed area applies for additional underlay on darker beige, tan or grey fabrics to achieve desired coloration.
- Printed insert for Fabric Wrapped Fascia \$10.00 Net Per Shade (in addition to standard Fascia Cost)
- Sample Fee for 8-1/2" x 11" Proofs is \$ 15.00 Each



**If you need assistance with pricing or would like to request a quote please contact [mariak\\_graphics@mariak.com](mailto:mariak_graphics@mariak.com).**

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## IN-STOCK ROLLER SHADE FABRIC LISTING & PAGE NUMBER INDEX

FABRIC NAME	STOCK WIDTH	SPECIAL ORDER WIDTH	RAILROAD	FLAME RETARDANT	GREENGUARD CERTIFIED	*IMAGE PRINTABLE	*DOUBLE SIDED IMAGE PRINTING	PRICE TABLE PAGE NUMBER
Belize	106"	N/A	NO	NO	NO	NO	NO	39
Bordeaux	78"	N/A	NO	NO	NO	NO	NO	37
Chanel (PVC Free)	94"	N/A	NO	NO	NO	NO	NO	33
Clinique Blackout (Sanitized)	114"	N/A	YES	YES	YES	NO	NO	43
ColorVision 5%	98"	N/A	YES	YES	YES	NO	NO	41
Cortina (PVC Free) <b>DISCONTINUED</b>	118"	N/A	NO	NO	YES	NO	NO	37
Cross Hatch (PVC Free)	79"	N/A	NO	NO	NO	NO	NO	42
Deco Screen 5%	98"	N/A	NO	YES	YES	YES	YES	37
Dublin	98"	N/A	NO	NO	NO	NO	NO	42
Econo Screen 1%	98" or 118"	N/A	YES	YES	YES	YES	YES	35
Econo Screen 3%	98" or 118"	N/A	YES	YES	YES	YES	YES	29
Econo Screen 5%	98" or 118"	N/A	YES	YES	YES	YES	YES	27
Edessa Twilight Blackout (PVC Free)	118"	N/A	NO	YES	YES	YES	YES	39
E-Screen 7501 1%	98"	122"	YES	YES	YES	YES	YES	41
E-Screen 7503 3%	98"	122"	YES	YES	YES	YES	YES	39
E-Screen 7505 5%	98"	122"	YES	YES	YES	YES	YES	32
E-Screen 7510 10%	98"	122"	YES	YES	YES	YES	YES	32
Flocke Blackout (Lead & PVC Free)	78"	N/A	YES	YES	NO	YES	YES	47
Florence (PVC Free)	72"	N/A	NO	NO	NO	NO	NO	42
Genoa (PVC Free)	108"	N/A	NO	NO	NO	NO	NO	35
Jerusalem (PVC Free)	72"	N/A	NO	NO	NO	NO	NO	42
Matte Vinyl Blackout	72"	N/A	YES	YES	NO	YES	YES	28
Milan	72"	N/A	NO	NO	NO	NO	NO	34
Montpellier (PVC Free)	110"	N/A	NO	NO	NO	NO	NO	37
M-Screen 8503 3% Classic Colors	98"	N/A	NO	YES	YES	YES	YES	37
M-Screen 8503 3% Essence Colors	98"	N/A	NO	YES	YES	YES	YES	37
M-Screen 8505 5% Classic Colors	98"	N/A	NO	YES	YES	YES	YES	32
M-Screen 8505 5% Essence Colors	98"	N/A	NO	YES	YES	YES	YES	32
Munich Blackout (PVC Free) <b>DISCONTINUED</b>	94"	N/A	NO	NO	NO	NO	NO	37
Naples	106"	N/A	NO	NO	NO	NO	NO	39
Naturale (PVC Free, Recycled Materials & 100% Recyclable)	106"	N/A	NO	NO	NO	NO	NO	39
Net Series Alkenz 4000 5%	98"	118"	YES	YES	YES	YES	YES	32
Net Series Alkenz 4100 10%	98"	118"	YES	YES	YES	YES	YES	32
Net Series Alkenz 4300 3%	98"	118"	YES	YES	YES	YES	YES	32
Noblette	110"	N/A	NO	NO	NO	NO	NO	42
Palermo Blackout	110"	N/A	YES	YES	YES	NO	NO	41
Princess (PVC Free)	79"	N/A	NO	NO	NO	NO	NO	41
Salon (PVC Free)	79"	N/A	NO	NO	NO	NO	NO	42
SheerWeave 2000 5% (Lead Free)	96"	126"	YES	YES	YES	YES	YES	32
SheerWeave 2100 10% (Lead Free)	96"	126"	YES	YES	YES	YES	YES	32
SheerWeave 2360 10% (Lead Free)	98"	N/A	YES	YES	YES	YES	YES	32
SheerWeave 2390 5% (Lead Free)	98"	126"	YES	YES	YES	YES	YES	32
SheerWeave 2410 3% (Lead Free)	98"	126"	YES	YES	YES	YES	YES	36
SheerWeave 2500 1% (Lead Free)	98"	126"	YES	YES	YES	YES	YES	39
SheerWeave 2701 1% (Lead Free)	98"	N/A	YES	YES	YES	YES	YES	39
SheerWeave 2703 3% (Lead Free)	98"	N/A	YES	YES	YES	YES	YES	36

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## IN-STOCK ROLLER SHADE FABRIC LISTING & PAGE NUMBER INDEX (Continued)

FABRIC NAME	STOCK WIDTH	SPECIAL ORDER WIDTH	RAILROAD	FLAME RETARDANT	GREENGUARD CERTIFIED	*IMAGE PRINTABLE	*DOUBLE SIDED IMAGE PRINTING	PRICE TABLE PAGE NUMBER
SheerWeave 2705 5% (Lead Free)	98"	N/A	YES	YES	YES	YES	YES	32
SheerWeave 2710 10% (Lead Free)	98"	N/A	YES	YES	YES	YES	YES	32
SheerWeave 3000 14% (Lead Free)	96"	N/A	NO	NO	YES	NO	NO	30
SheerWeave 4000 5% (Lead Free)	98"	N/A	YES	YES	YES	YES	YES	32
SheerWeave 4100 10% (Lead Free)	98"	N/A	YES	YES	YES	YES	YES	32
SheerWeave 4400 3% (Lead Free)	98"	N/A	YES	YES	YES	YES	YES	36
SheerWeave 4500 5% (Lead Free)	98"	N/A	YES	YES	YES	YES	YES	32
SheerWeave 4600 3% (Lead Free)	98"	N/A	YES	YES	YES	YES	YES	36
SheerWeave 4800 1% (Lead Free)	96"	N/A	YES	YES	YES	YES	YES	39
SheerWeave 5000 (Lead Free)	98"	N/A	NO	YES	YES	NO	NO	40
SheerWeave 7000 Blackout (Lead & PVC Free)	94"	N/A	NO	YES	YES	NO	NO	43
SheerWeave 7100 Blackout (Lead Free)	96"	N/A	NO	YES	YES	YES	NO	41
SheerWeave 7500 Blackout (Lead & PVC Free)	118"	N/A	NO	YES	YES	YES	NO	35
SheerWeave Infinity-2 3% (Lead & PVC Free)	98"	N/A	YES	YES	YES	NO	NO	45
SheerWeave InfiNitY-2 5% (Lead & PVC Free)	98"	N/A	YES	YES	YES	NO	NO	44
SheerWeave Performance+ 2410 3% (Energy Saving & Lead Free)	96"	N/A	YES	YES	YES	YES	NO	48
SheerWeave Performance+ 2390 5% (Energy Saving & Lead Free)	96"	N/A	YES	YES	YES	YES	NO	47
Siena 7% (Lead & PVC Free) <b>DISCONTINUED</b>	118"	N/A	YES	NO	YES	NO	NO	36
SilverScreen 4% (Energy Saving, Formaldehyde Free & Recyclable)	94"	N/A	NO	YES	YES	YES	NO	43
S-Screen 4% Origins & Elements Colors (Lead Free)	98"	122"	NO	YES	YES	NO	NO	42
Sunshadow Alkenz 4700Q 1% <b>DISCONTINUED</b>	98"	118"	YES	YES	YES	NO	NO	41
Sunshadow Alkenz CA 3000 3%	98"	118"	YES	YES	YES	YES	NO	41
Sunshadow Alkenz 4700P 1%	98"	118"	YES	YES	YES	NO	NO	39
Tapestry (PVC Free)	79"	N/A	NO	NO	NO	NO	NO	42
Tradewinds (PVC Free)	109"	N/A	NO	NO	NO	NO	NO	42
T-Screen 3% (Lead, Mercury & Bromine Free)	98"	N/A	NO	YES	YES	NO	NO	33
Ultimate Achievement Metalized Fabric (PVC Free)	94"	N/A	YES	YES	YES	YES	NO	43
Vela 3% (Lead, Mercury & PVC Free) <b>DISCONTINUED</b>	118"	N/A	NO	YES	YES	YES	YES	38
Vizela 1% (Lead & PVC Free)	78"	N/A	YES	YES	YES	NO	NO	46
Whitney Light Filtering	78"	N/A	YES	NO	NO	YES	YES	28
Whitney Room Darkening	78"	N/A	YES	NO	NO	NO	NO	31
Woodland (PVC Free)	72"	N/A	NO	NO	NO	NO	NO	34
Zurich Blackout	110"	N/A	NO	YES	NO	NO	NO	37
Zute (PVC Free)	72"	N/A	NO	NO	NO	NO	NO	34

\* Fabric color restrictions apply. Please refer to the Mariak Image Printing Specification or complete details.

Certain fabrics and colors are available in special order wider widths and must be indicated at the time of ordering. **Mariak will not assume the responsibility for selecting special order fabric widths.** Wide width material is in high demand and takes time to source as a result of vendor production constraints. Wider width fabrics will be treated as special order only and are subject to availability. Upon request additional fabric selections and colors from Alkenz, Mermet & Phifer may be ordered. All special order fabrics must be **contract quoted and pricing is subject to change. Please consult Mariak Contract Sales for more details.**

Please be sure to indicate **full fabric name and color name/number** when submitting orders.

**All prices are in U.S. Dollars and do not include freight, duties or taxes for shipments to Alaska, Hawaii or Canada. GST and VAT are not included. Other restrictions and surcharges may apply. See Freight policy for complete details.**

**Manufacturing specifications, options, surcharges and pricing are subject to change without notice.**

Visit [www.mariak.com](http://www.mariak.com) for the most recent downloads.

## IMAGE PRINTED ROLLER SHADE LIMITED WARRANTY

Mariak Industries, Inc. ("Mariak") warrants to the original purchasers of its products, upon the terms of this Limited Warranty, that if installed, used and maintained according to Mariak's written instructions, the products will be free from manufacturing defects for the reasonable lifetime of the project for which to product was originally purchased, effective from the date of purchase by the original purchaser, not to exceed five (5) years. No salesperson, dealer, retailer nor any representative of Mariak has the authority to modify this Limited Warranty in any way, either verbally or in writing. No other warranties are made except as set forth herein, and said Warranty is limited by the following terms and conditions:

This Warranty shall remain in effect only if Mariak's product has been installed by an authorized dealer, and maintained, cleaned, treated and used correctly. This Limited Warranty shall not apply if the product has been damaged due to alteration, accident, misuse, misapplication, improper installation, abuse, normal wear and tear, exposure to the elements, improper maintenance or handling, fire, flood, or other acts of God. The obligation of Mariak and its dealers is limited to the repair and replacement of the window coverings and/or components found to be defective and excludes shipping charges and labor cost for measuring and installation.

Image Printed Roller Shades are to be used for interior applications only and installed behind glass that is preferably Low-Emissivity (Low-E) rated. Gradual degradation and fading of the printed image may occur over time due to sun exposure and is considered normal and will not be covered by this warranty.

### LIMITED WARRANTY LIMITATIONS

1. **Product Use:** This Limited Warranty applies only in respect to products that are used strictly for the purpose in which they were designed, manufactured, sold and intended.
2. **Specific Products:** Cords used in aluminum blinds, vertical blinds, cellular shades and roman shades are warranted for a period of three (3) years from the date of purchase by the original purchaser. Electric motors and electronic controls shall be warranted for a period of five (5) years and one (1) year, respectively, from the date of purchase by the original purchaser. Mariak warrants Exterior Roller Shade Fabrics for a period limited to ten (10) years. The Exterior Roller Shade warranty excludes any problems with shades due to the operation of the shade by the end user during inclement weather conditions, which will result in wrinkling of the fabric and improper function of the shade. Exterior Roller Shades are not designed to operate under windy and rainy weather conditions. Fading and discoloration are a natural occurrence over time and are not covered under this Limited Warranty.
3. **Replacement Parts or Repairs:** Mariak reserves the right to discontinue or change any of its products as currently manufactured, at any time. If Mariak determines to make a replacement under the terms of this Limited Warranty and exact replacements are not available, Mariak reserves the right to substitute a part or parts of equal quality at its sole option.
4. **Warranty Limitations:**
  - (a) THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT ARISING FROM ANY TRADE USAGE OR COURSE OF DEALING, WITH RESPECT TO THE PRODUCTS OF MANUFACTURER.
  - (b) IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY PRODUCT COVERED BY THIS LIMITED WARRANTY, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF TIME OR INCONVENIENCE, OR EXPENSES SUCH AS TELEPHONE, TOWING, CRANE, LIFT CHARGES AND HAUL OUT CHARGES.
  - (c) IN NO EVENT SHALL MANUFACTURER'S LIABILITY HEREUNDER EXCEED THE COST OF THE PRODUCT.
  - (d) SOME STATES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. ALSO, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### EXCLUSIONS FROM LIMITED WARRANTY COVERAGE

The following are excluded from coverage under this Limited Warranty:

1. Exposure to air pollutants and normal atmosphere conditions may cause vinyl surfaces to gradually suffer an accumulation of surface dirt and stains. These are normal occurrences and are not covered under Mariak's Limited Warranty.
2. Any defect, malfunction or failure to perform, which has occurred because of unreasonable use, improper application or failure to perform reasonable or necessary maintenance.
3. Any damage to the products or components of the products caused by settlement or structural defects of the building in which they are installed.
4. Any damage caused by wind, hail, lightning, rain, or other Acts of God, intentional acts, accidents, negligence, exposure to harmful chemicals or pollutants.
5. Any damage or defect caused by any person, licensed or not, who, after the product's manufacture, handled, transported or installed the Mariak product, regardless of that person's relationship to Mariak.
6. Any product which has been repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative of Mariak.

In the event that any part or provision of this Limited Warranty shall conflict with any present or future law, statute, ordinance, regulation or ruling, the latter shall prevail; provided, however, that the part or provision of this Limited Warranty which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of law, and all other parts and provisions of this limited warranty shall remain in full force and effect.

In compliance with the latest manufacturing safety guidelines Mariak includes with each fully-assembled product warning tags, warning labels, safety devices and cord cleats. Installers of the finished product must adhere to the safety guidelines as established by the installation instructions and by using all devices provided by the manufacturer. It is the responsibility of the installer, as well as the end consumer, to see that all safety devices are properly installed according to the manufacturers installation instructions included with each device and remain so throughout the life of the product.

For service under this Limited Warranty, please contact Mariak Industries, Inc., 575 W. Manville Street, Rancho Dominguez, California 90220, telephone (310) 661-4400. Please have available the proof of purchase and the purchase date and location, in addition to a detailed description of the problem. Mariak shall not be liable for shipping costs for product inspection, service or repair, and is not liable for damages or loss occurring during shipping.



## **CUSTOM IMPRINTING AGREEMENT**

This Custom Imprinting Agreement (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2014, in Los Angeles, California by and between \_\_\_\_\_ (hereinafter referred to as "Customer") and MARIAK INDUSTRIES, INC. (hereinafter referred to as "Company"), with reference to the following facts.

### **RECITALS**

A. Company is a corporation duly organized, validly existing and in good standing under the laws of the State of California, and has its principal place of business at 575 W. Manville Street, Rancho Dominguez, California, 90220. Company's business includes imprinting customer designs on fabrics and materials selected by its customers.

B. Customer desires that Company imprint certain designs on fabrics and/or materials supplied to or purchased from Company, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

#### **1. Imprint of Designs; Customer Supplied Materials.**

Customer hereby purchases the imprinting services of Company for the design(s) listed on Schedule "A" attached hereto and incorporated herein by this reference (the "Designs"). The Designs shall be provided to Company in one or more of the following formats: .ai, .eps, .pdf, .tif, .psd and .jpg. Customer is responsible for delivery of all Customer-supplied fabric and materials to Company's imprinting facility, at Customer's expense. All Customer-supplied fabric and materials are subject to a ten percent (10%) misprint allowance.

#### **2. Orders; Pricing.**

All orders for custom imprinting shall be on Company's standard order forms, format requirements and shall be subject to Company standard terms and conditions as posted on Company's website, [www.mariak.com](http://www.mariak.com), from time to time. All custom imprint orders are non-returnable/non-refundable. Company shall not be responsible for delays in production or delays in delivery due to circumstances beyond Company's control.

**3. Representation and Warranty of Customer.**

Customer hereby represents that the Designs provided by Customer, are being provided with the knowledge and written consent of all individuals and entities having the rights to exploit each such likeness, product, logo, trademark, material design and visual presentation. Customer represents that the use by Company of likeness, products, logos, trademark, material design and visual presentation furnished by Customer will not infringe on any copyrights, trademarks or any other intellectual property rights of any third party. At the request of Company, Customer shall provide Company with evidence of written authority to produce any likeness, product, logo, trademark, material design and visual presentation requested by Customer.

**4. Indemnification of Company.**

Customer shall indemnify Company, as well as Company's officers, directors, shareholders, representatives, agents, and employees, and hold them harmless from, any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any breach of this Agreement by Customer, and/or incurred in connection with any third party claim of infringement with respect to any Design.

**5. Attorneys' Fees.**

Should any party hereto institute any action or proceeding at law or in equity, or in connection with an arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or provision hereof, the prevailing party shall be entitled to recover from the losing party or parties reasonable attorneys' fees and costs the prevailing party in such action or proceeding.

**6. Notices.**

All notices, demands, requests or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given or served if sent by United States registered or certified mail, postage prepaid, addressed to the person(s) signing this agreement, at such person(s) address set forth on the first page hereof (or such other address as it may designate by notice given to the other party in manner aforesaid). In the case of a mailed notice, the registration slip or certificate slip, and not the return slip, shall be conclusive evidence of the mailing of any such notice, and such notice shall be deemed to have been given three (3) days after such mailing.

**7. Miscellaneous.**

(a) Applicable Law; Venue. This Agreement shall, in all respects, be governed by and construed according to the laws of the State of California. Any and all actions and proceedings in connection thereunder shall be brought in the County of Los Angeles, State of California, and each party hereto expressly waives the right to challenge such venue.



(b) Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

(c) Further Assurances. Each of the parties hereto shall execute and deliver, and acknowledge as appropriate any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary or appropriate in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto.

(d) Successors and Assigns. Except as otherwise expressly provided herein, no party may assign or transfer its rights or obligations hereunder without the written consent of all parties hereto. If properly assigned and transferred, all of the terms and provision contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successor and assigns.

(e) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings and representations with respect to its subject matter are hereby terminated and canceled in their entirety and are of no further force or effect. No party shall be entitled to rely on any statement, representation or agreement not herein stated.

(f) Interpretation. This Agreement shall, whenever possible, be given a reasonable practical and workable interpretation so as to effect the general intentions as of the parties. The covenants of good faith and fair dealing are incorporated herein by this reference. Neither party shall be entitled to any advantages due to another party's preparation of this Agreement.

(g) Modifications; Amendments. No amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all the parties hereto.

(h) Full Authority. Each of the parties and signatories to this Agreement represents and warrants that such party has the full right, power, legal capacity and authority to enter into and perform such parties respective obligations hereunder and that such obligations shall be binding upon such party, without the requirement of the approval or consent of any other person or entity in connection therewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as hereinabove stated.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

"Customer"

Mariak Industries, Inc., a California  
corporation

575 W. Manville Street  
Rancho Dominguez, CA 90220

By: \_\_\_\_\_  
Leo Elinson, Its President

"Company"

## **Designs**

### **Schedule “A”**

## **DESIGN AND IMPRINTING AGREEMENT**

This Design and Imprinting Agreement (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2014, in Los Angeles, California by and between \_\_\_\_\_ (hereinafter referred to as "Customer") and MARIAK INDUSTRIES, INC. (hereinafter referred to as "Company"), with reference to the following facts.

### **RECITALS**

A. Company is a corporation duly organized, validly existing and in good standing under the laws of the State of California, and has its principal place of business at 575 W. Manville Street, Rancho Dominguez, California, 90220. Company's business includes imprinting designs from Company's library on fabrics and materials selected by its customers.

B. Customer desires that Company imprint certain designs from Company's library on fabrics and/or materials supplied to or purchased from Company, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

#### **1. Imprint of Designs; Customer Supplied Fabrics and Materials.**

Customer hereby purchases the imprinting services of Company, together with the one-time right to use the designs from Company's library listed on Schedule "A" attached hereto and incorporated herein by this reference (the "Designs"). Customer acknowledges and agrees that the right to utilize the Designs is the property of Company, and Customer shall not reproduce in any way, without the written consent of Company, in any media, all or any part of the Designs. Customer is responsible for delivery of all Customer-supplied fabric and materials to Company's imprinting facility, at Customer's expense. All Customer-supplied fabrics and materials are subject to a ten percent (10%) misprint allowance.

#### **2. Orders; Pricing.**

All orders for custom imprinting shall be on Company's standard order forms, and shall be subject to Company standard terms and conditions as posted on Company's website, [www.mariak.com](http://www.mariak.com), from time to time. All custom imprint orders are non-returnable/non-refundable. Company shall not be responsible for delays in production or delays in delivery due to circumstances beyond Company's control.

**3. Representation and Warranty of Customer.**

Customer hereby represents that the Designs provided by Customer, are being provided with the knowledge and written consent of all individuals and entities having the rights to exploit each such likeness, product, logo, trademark, material design and visual presentation. Customer represents that the use by Company of likeness, products, logos, trademark, material design and visual presentation furnished by Customer will not infringe on any copyrights, trademarks or any other intellectual property rights of any third party. At the request of Company, Customer shall provide Company with evidence of written authority to produce any likeness, product, logo, trademark, material design and visual presentation requested by Customer.

**4. Indemnification of Company.**

Customer shall indemnify Company, as well as Company's officers, directors, shareholders, representatives, agents, and employees, and shall hold them harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any breach of this Agreement by Customer.

**5. Attorneys' Fees.**

Should any party hereto institute any action or proceeding at law or in equity, or in connection with an arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or provision hereof, the prevailing party shall be entitled to recover from the losing party or parties reasonable attorneys' fees and costs the prevailing party in such action or proceeding.

**6. Notices.**

All notices, demands, requests or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given or served if sent by United States registered or certified mail, postage prepaid, addressed to the person(s) signing this agreement, at such person(s) address set forth on the first page hereof (or such other address as it may designate by notice given to the other party in manner aforesaid). In the case of a mailed notice, the registration slip or certificate slip, and not the return slip, shall be conclusive evidence of the mailing of any such notice, and such notice shall be deemed to have been given three (3) days after such mailing.

## 7. Miscellaneous.

(a) Applicable Law; Venue. This Agreement shall, in all respects, be governed by and construed according to the laws of the State of California. Any and all actions and proceedings in connection thereunder shall be brought in the County of Los Angeles, State of California, and each party hereto expressly waives the right to challenge such venue.

(b) Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

(c) Further Assurances. Each of the parties hereto shall execute and deliver, and acknowledge as appropriate any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary or appropriate in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto.

(d) Successors and Assigns. Except as otherwise expressly provided herein, no party may assign or transfer its rights or obligations hereunder without the written consent of all parties hereto. If properly assigned and transferred, all of the terms and provision contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successor and assigns.

(e) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings and representations with respect to its subject matter are hereby terminated and canceled in their entirety and are of no further force or effect. No party shall be entitled to rely on any statement, representation or agreement not herein stated.

(f) Interpretation. This Agreement shall, whenever possible, be given a reasonable practical and workable interpretation so as to effect the general intentions as of the parties. The covenants of good faith and fair dealing are incorporated herein by this reference. Neither party shall be entitled to any advantages due to another party's preparation of this Agreement.

(g) Modifications; Amendments. No amendment, change or modification of this Agreement shall be valid, unless made in writing and signed by all the parties hereto.

(h) Full Authority. Each of the parties and signatories to this Agreement represents and warrants that such party has the full right, power, legal capacity and authority to enter into and perform such parties respective obligations hereunder and that such obligations shall be binding upon such party, without the requirement of the approval or consent of any other person or entity in connection therewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as hereinabove stated.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

"Customer"

Mariak Industries, Inc., a California corporation

575 W. Manville Street  
Rancho Dominguez, CA 90220

By: \_\_\_\_\_  
Leo Elinson, Its President

"Company"



**Designs**

**Schedule “A”**



[mariak\\_graphics@mariak.com](mailto:mariak_graphics@mariak.com)

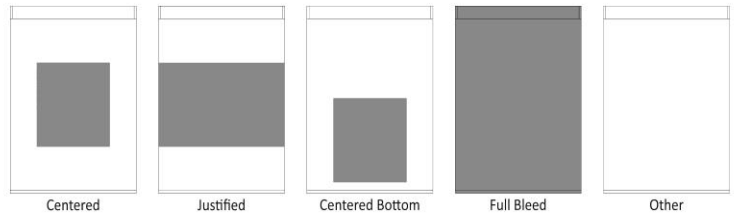
### Imaging Printing Purchase Order Form

Account #	
Company Name:	
Contact:	
Ship To Address:	
City:	
State:	
Zip:	
Image Submitted Via:	Email
	CD-ROM/Flash Drive
Line Item Number:	Shade Size:
Line Item Number:	Shade Size:
Line Item Number:	Shade Size:
Line Item Number:	Shade Size:
Line Item Number:	Shade Size:

Contact:		
Phone:		
Fax:		
Email:		
Sidemark:		
Purchase Order #:		
Sales Order:		
Ship Via (Circle One):	Mariak Truck	Will Call
	FedEx	Common Carrier

Please indicate selections below by circling.									
Print Ready:	Yes	No	Please Mark One						
File Type:	EPS	AI	PDF	RAW	TIFF	JPED	PSD	Placement:	
Graphic Type:	Image	Logo	Graphic	Solid Color	Centered				
Print Side:	Street Side	Inside	Justified						
Double Sided Printing:	Yes	No	Centered Bottom						
Landscape Printing:	Yes	No	Full Bleed						
Valance Insert:	Yes	No	Other						

Print Ready Set-Up Fee	\$25.00 Net
Non-Print Ready Set-Up Fee	\$50.00 Net
Image, Graphic or Logo Image Cost	*\$4.00 Net Per Sq. Ft.
Solid Color Covering Entire Shade	50% Net Surcharge
Landscape Image Printing	50% Net Surcharge
Underlay for darker fabrics	\$2.00 Net Per Sq. Ft.
Insert for Fabric Wrapped Fascia	\$10.00 Net Per Shade
Sample Fee 8-1/2" x 11"	\$15.00 Net Per Sample
* Square foot is measured from outer point of image including any blank or unused space contained within the image \$40.00 Minimum applies.	
Samples Requested:	



Please sketch image and dimensions in this space.		
SHADE LENGTH _____	IMAGE LENGTH _____	
IMAGE WIDTH _____		
SHADE WIDTH _____		

All image printing shall be subject to verification or appropriate copyright ownership/licensure and execution of "Mariak's custom Printing Agreement".

Image printed shades are backed by a 5-Year Limited Warranty. Please see "Mariak's Image Printed Roller Shade Limited Warranty" for details.

Special Instructions:
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# Mariak

**BLANK PAGE**

575 West Manville Street  
Rancho Dominguez, CA 90220  
(800) 562-7425 Fax: (800) 459-6999  
[www.mariak.com](http://www.mariak.com)