



REGULATIONS

A membership plan for **Printers, Design Studios, Ad Agencies, Marketers,** and **Graphic Designers** to resell our product range at attractive benefits







Print Arabia is the industry trend leader, and #1 online printing company in the UAE. We're a Japan-roots printing company that specializes in B2B printing. Making life easier for our valued customers is our top priority.

We offer a comprehensive and unique agent membership program that represents a massive opportunity for small or large businesses and professionals in this dynamic and ever-changing industry. Take advantage of our everyday low pricing. Pass the savings along to your clients, or put it back into your business. We make print ordering easier than ever.

How it works

If you're a printer, design studio, ad agency, marketer, graphic designer, creative or consultant, join our agent Membership program and enjoy a discount on the best online print prices. Boost your profits today!

Agent Membership Benefits

- Simple ordering system
- Fantastic customer service
- Amazing quality products
- Highly competitive prices
- Free artwork checking
- Free print templates
- Flexible payment terms
- Delivery with unbranded packaging

Agent Membership Terms

The following Terms & Conditions guide the operations of the Agent Membership program. As an agent, are you advised to read through all the contents as it directly affects your working relationship with us. The terms outlined below serve as a binding agreement to both Print Arabia and agent. To partake in the Agent Membership program, the agent clearly agrees to these terms and conditions.

Will my clients know I use Print Arabia?

As far as your clients are aware, everything is coming directly from you. The products you create using Print Arabia are unbranded and delivered in unbranded packaging. Print Arabia will never contact your clients.

1. Appointment of Agent

1.1 Agent account and Authorization

This contract becomes binding once the agent's account becomes activated via the Print Arabia portal (printarabia.ae) and/or when the application form has been accepted by decision team. Once the agent account is activated, Print Arabia authorizes the agent to market and resell Print Arabia's products as listed on the website (printarabia.ae).

1.2 Agent account Dos and Don'ts

The agent is permitted to market and resell products and items listed on the Print Arabia portal. Bespoke products, i.e. custom specification print products, not listed or recognized as standard products on the Print Arabia website, require written consent in the from Print Arabia in order for the agent to market and sell.

An agent is not authorized to take any of the content, pictures, illustrations, product descriptions (as-is), tutorials or any other content on printarabia.ae and use as-is, in its original format, on the agents website or selling portal. All content on printarabia.ae are intellectual property of King Printers Co Ltd Dubai Branch.





Explicitly copying any parts of our website is a flagrant violation of the agent contract and will result in a court case filed against you/your company, and prosecution according to the Federal Law No. (7) of 2002 of the UAE on Copyrights Infringement and related rights. Your account will also be banned. We strongly advise against it.

1.3 Site Revision

Print Arabia may revise prices, descriptions, any of the website products, create new products or remove non-selling products without written consent of the agents. This is within our right as the content provider. Should we revise prices or apply any major updates which affect your agent account, the support agent assigned to your account will contact you to notify you of this.

2. Orders

Agents are required (and expected) to place their print orders through Print Arabia portal, using their agent account. Any attempts to place an order via e-mail, will be re-directed to be placed via the online portal by our Customer Support Team. No exceptions.

2.1 Agent order expectations

When placing orders via the website, please double check to make sure that:

- The artwork is print ready. The correct (and approved) artwork is being uploaded.
- The order specs are correct (paper, size, quantity, any finishings).
- The delivery address provided by you, the agent, are correct and complete. Partial or incomplete addresses will cause delays during delivery.
- The contact number you have provided is complete and correct. Partial or incomplete contact numbers will surely cause some sort of delay, should we need to contact you.
- We do not deliver directly to your client. We deliver one location to your premises.

Purchase Orders / LPO documents are not required by Print Arabia. It is up to the agent to ensure that the product(s) being ordered on Print Arabia are what the agent is reselling to their own client. Mistakes in the ordering process on the agents part, do not qualify for reprints.

2.2 Start of Production

Production for your order will ONLY start once you have approved the final digital proof, in our online system. Until that happens the order will remain with a "waiting for approval" status on the system. This is visible from your agent account. This means production will not start on your job, and that may delay the initial projected delivery date. One digital proof is created per item in every order. If your cart has 5 different products, you should expect 5 different digital proofs.

2.3 Mistake Responsibilities

Print Arabia will be not liable for any errors not caught or corrected by the agent when reviewing the final digital proof. Once the final digital proof has been approved, any mistakes or errors (of spelling, typography, layout, size, etc.) found in the printed material will be the agents responsibility regardless of who designed or revised the data.

2.4 Modifying Orders

Due to the custom nature of our products, the agent may not make additional modifications to the order specs, revisions to data or request to change the data once the final proof has been approved. All orders are custom made to specification and/or personalized by the agent.





2.5 Cancellation of Orders

The agent may cancel part of an order, or the full order, as long as the final digital proofs have not been approved on our online portal. Any digital proof that has been marked 1 approved in the system, will begin production. Once production has started, and the agent hopes to cancel, 100% of the order total will be billable to the agent.

3. Delivered Products, Accepted / Rejected Products

We will only deliver to your premises. Agent is responsible to handle any deliveries to your clients directly. You may use your own currier service under your account if you wish so.

3.1 Claim Period

The agent shall have 2 business day after delivery completion of an order, to inspect and check the product(s) for defects, and to ensure the order meets the specification of the order details. Print Arabia will assume the delivered printed goods are satisfactory and within expected standards.

We regret that claims cannot be accepted under the following circumstances:

• The agent fails to notify or contact Print Arabia, with regards to the delivered printed goods within 2 business day.

Print Arabia will assume that the agent has approved the printed goods if:

- the agent does not contact Print Arabia within the 2 business day time-frame.
- if, during the claim period, the agent sells or tries to sell the product(s),
- or, otherwise uses the product(s) beyond what is necessary for inspection and testing

3.2 Rejected Products

In the event that Print Arabia delivers product that does not meet the print industry standards or the agent believes to have received the wrong specifications:

- Print Arabia will reprint said product free of charge providing the claim is proven to be the result of our printing mistake or error.
- The agent shall notify Print Arabia, in writing, via email before the Claim Period has expired. Any claims must be made in writing within 2 business days of receiving the order, and the entire rejected product returned to us for inspection.

4. Pricing

4.1 Agent Prices

When the agent logs into their Print Arabia account, the web price (as visible from the agent account) is the discounted price. The price the agent is invoiced for, is this web price.

4.2 Agent Order Limit

The agent's order limit (maximum monthly order limit in AED) is determined and agreed upon during the application reviewal process. It maybe be increased upon consultation.

4.3 Resale Prices

The agent may pick and choose its own re-selling prices. The agent may also take into account the suggested selling (market) prices as provided by Print Arabia.

4.4 Price Changes

Print Arabia is not required to give the agents any previous notice before revising prices, but will duly notify the agent for any major revision. In any case, frequent checking of the website and prices is the best way to stay up to date on the latest price. Changes to Print Arabia's prices will not affect any order already submitted or in production.





4.5 Changes to Agent Discounts

Terms of the discount are reviewed one per year, taking in consideration all your orders and frequency. Agents who surpass their original agreement may have their agent discount increased to a higher tier. Likewise, agents who do have a decrease in frequency of ordering, may have their discount decreased to a lower tier level.

5. Flexible Payment Terms for Agents

We completely understand that we can make your life easier by offering flexible payment terms. That's why agent customers will receive personal payment terms that give them the space they need to get everything sorted on their side first. Print Arabia shall invoice the agent for their monthly orders via our online portal. A Digital Invoice(PDF) will be emailed to the registered address provided during the Agent Membership registration process.

6. Intellectual Property

No Transfer of Intellectual Property

Nothing in this agreement will function to transfer any of Print Arabia's Intellectual Property rights to the agent.

Use of Digital Proof

All designs made by Print Arabia's design team for the agent, shall only be utilized in the production of items in Print Arabia's agent function for that order. Any copying or reproduction of graphic designs for the purpose of providing services to another client within or outside the agent scheme is prohibited except by express written consent from Print Arabia.

Retain Existing Intellectual Property

Agents will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement, or developed within and outside the scope of this agreement.

7. Termination

Termination on Notice

Print Arabia may terminate this agreement for any reason, at any time by providing written notice to the agent. Termination under this provision is with immediate effect.

Termination for Material Breach

Each party may terminate this agreement with immediate effect by delivering written notice of the termination to the other party, when:

- the other party fails to perform, has made or makes mistakes termed as inaccuracy, or otherwise materially breaches, any of its obligations, covenants, or representations, and
- the failure, inaccuracy, or breach continues for a period of 7 (seven) Business Days' after the injured party delivers written notice to the breaching party detailing the breach.

Termination for Insolvency

If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with a written notice and it shall go into immediate effect.

Effect of Termination

Obligations

On termination or expiration of this agreement, each party's rights and obligations under this agreement will cease its validity immediately.





Payment Obligations

Even after termination or expiration of this agreement, each party shall:

- pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, goods in production phase or expenses already incurred, and
- refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.

No further Liability

On termination or expiration of this agreement, neither party will be liable to the other party, except for liability:

- that arose before the termination or expiration of this agreement, or
- arising after the termination or expiration of this agreement and in connection with sections [CONFIDENTIALITY], [TAXES], or [TERMINATION].

Indemnification

Indemnification by the agent

The agent (as an indemnifying party) shall indemnify Print Arabia (as an indemnified party) against all losses and expenses arising out of any proceeding:

- · brought by either a third party or Print Arabia, and
- arising out of the agent's breach of its obligations, representations, warranties, or cove nants found in this agreement.

Indemnification by Print Arabia

Print Arabia (as an indemnifying party) shall indemnify the agent (as an indemnified party) against all losses and expenses arising out of any proceeding:

- brought by a third party, and
- arising out of a claim that the agent's sale of Products infringes the third party's Intellectual Property rights.

Mutual Idemnification

Either party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding:

- brought by either a third party or an indemnified party, and
- arising out of the indemnifying party's willful misconduct or gross negligence.

Exclusions

Print Arabia will not be required to indemnify the agent against losses if it can be proved that the agent acted unlawfully, negligently, or intentionally to cause those losses.

General Provisions

Entire Agreement

The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that are referenced in this agreement and refer to this agreement:

- represent the final expression of the parties' intent and agreement between the parties relating to the subject matter of this agreement,
- contain all the terms the parties agreed to relating to the subject matter, and
- replace all the parties' previous discussions, understandings, and agreements relating to the subject matter.





Counterparts

- Signed in Counterparts. This agreement may be signed in any number of counterparts.
- All Counterparts Original. Each counterpart is an original.
- Counterparts Form One Document. Together, all counterparts form one single document.

Amendment

This agreement can be amended only by a writing signed by both parties with exemption to the enforcing parties on grounds it deems fit.

Assignment

Neither of both parties shall assign this agreement or any of their rights or obligations under this agreement without the other party's written consent to a third party unknown.

Governing Law

This agreement, and any dispute arising out of it, shall be governed by Federal Law of the United Arab Emirates.

Force Majeure

Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.