

Mills Printing & Stationery Co. Ltd. Terms & Conditions

CLIENT'S PROPERTY

Mills Printing & Stationery Co. Ltd. will only maintain fire and extended coverage on property belonging to the client while the property is in Mills Printing & Stationery Co. Ltd.'s possession. Mill's Printing & Stationery Co. Ltd.'s liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to Mills Printing & Stationery Co. Ltd.

PRODUCTION SCHEDULES

Production schedules will be established and followed by both the client and Mills Printing & Stationery Co. Ltd.. In the event that production schedules are not adhered to by the client, delivery dates will be subject to revision. There will be no liability or penalty for delays due to equipment failure, availability of paper, state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God or other causes beyond the control of Mill's Printing & Stationery Co. Ltd.. In such cases, schedules will be extended by an amount of time equal to delay incurred.

CLIENT-FURNISHED MATERIALS

Materials furnished by clients or their suppliers must be verified by delivery tickets. Mills Printing & Stationery Co. Ltd. bears no responsibilities for discrepancies between delivery tickets and actual counts. Client-supplied paper must be delivered according to specifications furnished by Mills Printing & Stationery Co. Ltd.. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, special dies, tapes, disks or other materials furnished by the client must be usable by Mills Printing & Stationery Co. Ltd. without alterations or repair. Items not meeting this requirement are to be repaired by the client or in the alternative by Mills Printing & Stationery Co. Ltd. at Mills Printing & Stationery Co. Ltd.'s prevailing rates.

TERMS

Payment shall be whatever was set forth in the quotation or invoice unless otherwise provided in writing. Claims for defects, damages or shortages must be made by the customer within a period of fifteen (7) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications.

LIABILITY

Printer's liability shall be limited to stated selling price of any defective goods, and shall in no event include special or consequential damages, including profits (or profits lost). As security for payment of any sum due or to become due under terms of any Agreement, printer shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in printer's possession including work in process and finished work.

INDEMNIFICATION

The customer shall indemnify and hold harmless the printer from any and all loss, cost, expense and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against the printer on grounds alleging that the said printing violates any copyright or any proprietary right of any party.

COLOUR REPRODUCTION & QUALITY

Mills Printing & Stationery Co. Ltd. will try its best to produce a high quality and accurate reproduction of pictures & logos, but may be unable to achieve an exact match. Some color shift may occur during color separation or printing. Mills Printing & Stationery Co. Ltd. may advise clients when the reproduction quality is highly questionable and the client is responsible to make the final decision for usage of said materials.

DIGITAL FILES

Projects submitted on media or online must be set up using our Designer Guidelines, available by fax or on our website www.mills.ca. Please consult a copy of our Designer Guidelines before designing your project. We try to catch problems that may result in improper printing (i.e. font conversions, color & resolution issues), but proper setup is ultimately the responsibility of your designer. Mills Printing & Stationery Co. Ltd. will not be held responsible for improper printing of files supplied on disk. Files not set up using our Designer Guidelines will incur a \$100/hr. design charge to make them printable. Mills Printing & Stationery Co. Ltd. archives all digital files for a period of 30 (thirty) days. Providing that your account is paid in full and if requested Mills Printing & Stationery Co. Ltd. will copy the graphic files to a CD for a nominal charge of \$75.00 per CD. Charges only apply to orders received electronically. All supplied media will be returned if requested.

TIMING

Clients are advised on the turnaround time for each job. It is Mills Printing & Stationery Co. Ltd. interest to keep this turnaround time, however Mills Printing & Stationery Co. Ltd. is not responsible for any damages that may be caused by late deliveries. All delivery dates are approximate and can vary due to equipment failure, emergencies or inability to obtain required materials.

CANCELLATION OF ORDERS

Charges for cancellation of orders will be based on degree of completion of your project:

- 1.) If no work has been done, a full refund or credit will be issued.
- 2.) If layout is completed there will be an hourly charge of \$100.00 (minimum of one hour).
- 3.) If order is completed, no refund is available. Jobs not completed within 60 days of order date (due to client's delay), will be cancelled by Mills Printing & Stationery Co. Ltd. and charged using the terms above.

TAXES

All amounts due for taxes and assessments will be added to the client's invoice and are the responsibility of the client. No tax exemption will be granted unless the client's Exemption Certificate (or other official proof of exemption) accompanies the purchase order. If, after the client has paid the invoice, it is determined that more tax is due, then the client must promptly remit the required taxes to the taxing authority, or immediately reimburse Mills Printing & Stationery Co. Ltd. for any additional taxes paid.

STORAGE

Mills Printing & Stationery Co. Ltd. will retain intermediate materials until the related end product has been accepted by the client. If requested by the client, intermediate materials will be stored for an additional period at additional charge. Mills Printing & Stationery Co. Ltd. is not liable for any loss or damage to stored materials beyond what is recoverable by Mills Printing & Stationery Co. Ltd.'s fire and extended insurance coverage. Customer stock will be stored for a maximum of 12 months from date complete.

LAW

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of British Columbia, Canada.

PAPER

Paper prices are subject to fluctuation at time of shipping from paper mills. Mills Printing & Stationery Co. Ltd. reserves the right to revise any quotation to reflect the current cost of paper, or adjust delivery dates because of paper availability.

CLAIMS

All claims regarding printed jobs must be submitted in writing for evaluation within ten days of receiving your project.