

TERMS AND CONDITIONS OF SALE

APPLICABILITY These Terms and Conditions of Sale (these "Terms and Conditions") apply to, and are hereby incorporated by reference in, all purchase orders and the like issued and/or accepted by Hemlock Printers Ltd. and/or Hemlock Printers (U.S.A.), Inc. (collectively referred to as "Hemlock") and any other documentation issued and/or accepted by Hemlock with respect to a client's purchase of goods and/or services, including, but not limited to, all sales quotations, acknowledgements and similar documents.

ALTERATIONS Any variation to the original quotation or changes to intermediate and final proofs, introduced by the customer, is an alteration. Alterations will be charged to the customer at current Hemlock rates, which are available upon request.

CLIENT SPECIFICATIONS The customer is responsible for the accuracy of the data (client files, etc) supplied to Hemlock. It is the customer's obligation to provide Hemlock with all requirements before the job enters production. The customer agrees to pay, at current Hemlock rates, for additional labour and material costs resulting from any incomplete or incorrect information provided to Hemlock.

COLOUR PROOFS Because of differences in equipment, paper, inks and other factors involved in colour proofing and production pressroom operations, Hemlock is not responsible for minor colour variations between colour proofs and the completed job. PDF and online proofs are intended only to determine design, layout and text accuracy.

COLOUR SEPARATIONS AND TRAPPING If the customer furnishes colour files and orders colour separations of those files, the client is responsible for the result. Any request for Hemlock to check the colour separation or trapping from customer-furnished files and separations constitutes an authorized alteration which will be charged to the customer at current Hemlock rates.

COPYRIGHT AND TRADEMARK The customer is responsible for ensuring that all materials supplied to Hemlock for reproduction do not violate copyright or trade-mark restrictions. Hemlock assumes no liability whatsoever for the customer's use or misuse of copyrighted or trademarked materials.

CUSTOMER-FURNISHED MATERIALS All customer-furnished materials must be manufactured, packed and delivered according to Hemlock's specifications. The customer will compensate Hemlock for any production delays occasioned by deficiencies in customer-furnished materials and/or specifications at current Hemlock rates.

DELIVERY Unless otherwise specified, the price quoted is for a single shipment, without storage, FOB Hemlock's shipping platform. Price quotations are based on continuous and uninterrupted delivery of the complete order, unless specifications distinctly state otherwise. All delivery and courier charges are to be paid by the customer.

DIGITAL ASSET PRACTICES

1. Archiving: Hemlock archives all electronic material for a period of seven (7) years. There is no additional charge for this service.
2. Versions: All files should be clearly labeled and dated with relation to their use. Old versions or unnecessary files should be deleted or erased from transportable media intended for use by Hemlock. Properly sized and marked hard copies or laser proofs of those files should accompany the project. Costs incurred by the mistaken use of improperly submitted files will be the responsibility of the client.
3. Copies of original files given by the client to Hemlock remain the property of the client.
4. The amended file created by Hemlock to achieve an end result or product, will remain the property of the client, provided the client's account is paid in full. Retrieval, copying and media costs will be charged to the client at current Hemlock rates.

EXPERIMENTAL/PREPARATORY WORK Hemlock will charge the customer, at current Hemlock rates, for the labour and material cost of any experimental/preparatory work performed at the customer's request. The customer owns all experimental/preparatory material produced only after the customer's account has been paid in full.

FONTS The customer may provide any screen or printer fonts Hemlock does not own, for use only on the customer's job, providing that installation of the fonts does not violate laws regulating illegal copying of software. Hemlock will not retain the fonts provided by the customer. The fonts must be resupplied each time they are required for imaging. Hemlock may use supplied printer fonts only on the customer's current job.

INDEMNIFICATION The customer shall indemnify and hold harmless Hemlock 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 Hemlock on grounds alleging that the said printing directly or indirectly violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal rights except to the extent that Hemlock has contributed to the matter. The customer agrees to, at the customer's own expense, promptly defend and continue the defence of any such claim, demand, action or proceeding that may be brought against Hemlock.

INSURANCE Hemlock will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the customer, while such property is in Hemlock's possession. Hemlock's liability for lost or damaged customer's property is limited to the replacement value of the raw materials involved.

ORDERS All orders accepted by Hemlock and their representatives cannot be cancelled except upon terms that will compensate Hemlock against loss.

OVER RUNS OR UNDER RUNS Unless otherwise specified in writing by the customer, acceptable quantity of the printed goods is over the ordered quantity. Hemlock will bill the customer for the actual quantity delivered.

OWNERSHIP OF MATERIALS The customer owns all materials provided to Hemlock. Hemlock retains ownership of all materials necessary to convert the customer's materials into a format suitable for offset printing.

PRODUCTION SCHEDULES Production schedules will be established and adhered to jointly by the customer and Hemlock, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of Government or civil authority and acts of God or other causes beyond the control of the customer or Hemlock.

PROOFING Press proofs will be supplied only to those customers who request one in their specifications, and will be charged to the customer at current Hemlock rates. The customer has the obligation to:

- a) clearly indicate all corrections on the "master proof;"
- b) check off the relevant instructions on the proofing tag;
- c) if necessary, immediately request revised proofs;
- d) sign and date the proofing tag; and
- e) return the master proof to Hemlock.

Presswork will not begin before the customer marks the proofing tag either "O.K." or "O.K. with corrections."

Hemlock is not responsible for any printing errors or losses if:

- a) the customer fails to order a press proof;
- b) the customer refuses to accept a proof;
- c) the customer fails to return a proof with changes;
- d) the customer communicates changes verbally; or
- e) the work is printed per customer's "O.K." or "O.K. with corrections."

An inspection sheet can be submitted for customer approval, at no additional charge, provided that the customer is available at the press during the time of make-ready. Any changes, corrections or lost press time occasioned by the customer's delay will be charged to the customer at current Hemlock rates.

QUOTATION A quotation not accepted within thirty (30) days of the date of the quotation is subject to a price review by Hemlock.

TAXES It is customary in the industry to charge for all amounts due for taxes and assessments and are the responsibility of the client. No tax exemption will be granted unless the customer'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 the supplier for any additional taxes paid. Customers located in the United States are required to provide Hemlock with their IRS number.

TERMS Standard payment terms are net 30 days from date of invoice, unless other arrangements are made. Claims for defects, damages, or shortages must be made by the client in writing no later than ten (10) calendar days after delivery. If no such claim is made, Hemlock and the client will understand that the job has been accepted. By accepting the job, the client acknowledges that Hemlock's performance has fully satisfied all terms, conditions and specifications.

MEMBERS

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Association Canadienne de l'Imprimerie



Technical Association
of the Graphic Arts

TAGA

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