



Terms & Conditions of Quotation and Production

PAYMENT TERMS

Normal payment terms are one of prepaid, COO (50% on order, 50% on delivery) or net 30 after credit terms approval. Overdue accounts are subject to a 2% per month late fee.

ACCURACY OF QUOTATIONS

Quotations are based on the accuracy of the specifications provided. **WX** may requote a job at time of submission if the specifications or input materials do not conform to the information on which the original quotation was based.

QUOTATION

A quotation not accepted within 20 regular business days may be changed.

CLIENT-FURNISHED MATERIALS

Materials furnished by clients, or their representative are verified by a review of delivery slips. **WX** bears no responsibility for discrepancies between delivery slips and actual shipment contents.

CLIENT'S PROPERTY

WX maintains fire and extended coverage on property belonging to the client while the property is in **WX**'s possession. **WX**'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 the premium is paid to **WX**.

DELIVERY

Unless otherwise specified, the price quoted is for a single shipment, without storage, FOB **WX** loading dock. Quotations may include freight FOB the client's location in which case rates are based on delivery of the complete order. If additional shipments are required, **WX** will charge accordingly at current rates. Charges for delivery of materials and supplies from the client to **WX**, or from the client's representative to **WX**, are not included in quotations unless specified. Title for finished work passes to the client upon receipt of goods, or upon mailing of an invoice for the finished work, whichever occurs first. **WX** maintains insurance coverage for finished goods to destination.

ELECTRONIC MANUSCRIPT OR IMAGE

It is the client's responsibility to maintain a copy of the original file. **WX** is not responsible for accidental damage to media supplied by the client or for the accuracy of furnished input. Until digital input can be evaluated by **WX**, no claims or promises are made about our ability to work with, or to continue to work with, jobs submitted in digital format, and no liability is assumed for problems that may arise.

TELECOMMUNICATIONS

WX is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

DIGITAL ASSET PRACTICES

1. 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 **WX**. Properly sized and marked hard copies or laser proofs of those files should accompany the project. Costs incurred by the mistaken use of improperly outdated files will be the responsibility of the provider of those files.
2. The setting and communicating of copyright guidelines and usage guidelines for original images or files are the responsibility of the client.
3. Copies of original files given by the client to **WX** remain the property of the client.
4. It is **WX** policy that intellectual property that is created on our system by our staff, stored on our system and at our risk are in fact the property of Westkey. Without a pre-ordained contract, what you physically own is the end printed product. We are however at liberty to prepare and provide layered files including all support files upon request. Each file however must be retrieved from our archives, decompressed and checked for all support documents such as fonts, graphics, resolution, etc. Once complete, we will burn files to CD or which will take 1- 2 hours per file at a rate of \$110.00 per hour. This process is necessary as files are print ready specific to our pre-press systems and need to be converted to a more general format relative to the client's needs.

TERMS & CONDITIONS OF QUOTATION AND PRODUCTION

Terms and Conditions of sale for quotation, production and service.
These terms and conditions are subject to change without notice.

Westkey Graphics Ltd., dba Westkey Xibita, further referred to as WX.

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INDEMNIFICATION

The client agrees to protect **WX** from economic loss and any other harmful consequences that could arise in connection with the work. This means that the client will hold the provider harmless and save, indemnify, and otherwise defend **WX** against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

COPYRIGHTS

The client warrants that the subject matter to be printed is not copyrighted by a third party. The client also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The client further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the client agrees to indemnify and hold **WX** harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

PERSONAL, ECONOMIC AND COMPANY RIGHTS

The client also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The client will, at the client's sole expense, promptly and thoroughly defend **WX** in all legal actions on these grounds provided **WX** promptly notifies the client of the legal action and gives the client reasonable time to undertake and conduct a defense. **WX** reserves the right to use its sole discretion in refusing to print anything deemed illegal, libelous, scandalous, improper, or infringing upon copyright law.

LIABILITY DISCLAIMER OF EXPRESS WARRANTIES

WX warrants that the work is as described in the client's purchase order.

DISCLAIMER OF IMPLIED WARRANTIES

WX warrants only that the work will conform to the description contained in the client's purchase order. Our maximum liability whether by negligence, contract, or otherwise, will not exceed the amount specified in the contract. Under no circumstances will **WX** be liable for specific, individual, or consequential damages.

ORDER

Acceptance of order shall not be effective until acceptance by **WX**. Acceptance by **WX** may be either by notification to client or by commencing to produce work on the merchandise ordered. Cancelled orders require compensation for incurred cost and related obligations. **WX** may cancel production of any order violating the aforementioned personal, economic and company rights.

OUTSIDE PURCHASES

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the client are chargeable.

OVER-RUNS & UNDER-RUNS

In the print production process, additional books must be produced at every step of manufacturing to allow for set-up copies and spoilage (make-ready). Most often this results in more finished books being produced than ordered by the client. **WX** follows provincial standards and bills for the actual quantity produced according to the schedule below. Any other client requirements, such as exact quantity, must be stated at the time a quotation is requested. It will then also be stated in the **WX** quotation letter. If the client requires a guaranteed or exact quantity, this instruction must be sent to **WX** in writing at the time of quotation request, as guaranteed quantities will impact the unit cost of the books. The guaranteed quantity information **MUST** be stated in the subsequent **WX** quotation letter accepted by the customer.

- Up to 5% over-runs on quantities between 0-5000
- Up to 2.5% over-runs on quantities between 5001 - 50,000
- Up to 2% over-runs on quantities between 50,001 - 100,000
- Up to 1% over-runs on quantities over 100,000
- Under-runs are not to exceed 2%
- over-runs or under-runs will be noted with a separate line item and respective value on invoice.

ALTERATIONS/CORRECTIONS

Client alterations include all work performed in addition to the specifications outlined in the quotation. It is customary in the industry to charge for these services.

COLOUR PROOFING

A colour proof is used to simulate how the printed piece will look. Because of differences in equipment, paper, inks, and other conditions between colour proofing and production pressroom operations, a minor variation in colour between proofs and completed jobs can occur.

Should a significant dispute arise regarding the match of the printed product to the proof, **WX** will forward samples to the Graphical Arts Technical Foundation (GATF) for independent and expert opinion.

PREPRESS PROOFS

WX will submit prepress proofs for the client's review and approval. Corrections will be returned to **WX** on the proof, together with a completed Proof Corrections sheet indicating that the job is "OK as is", "OK with changes", or requires "proof of changes". Until the proof is returned, no additional work will be performed.

WX will not be responsible for undetected production errors if:

- Proofs are not requested by the client.
- The work is printed per the client's approval.

- Requests for changes are communicated orally.

PRESS PROOFS

Press proofs will not be furnished unless they have been required in writing in **WX**' quotation. A press sheet can be submitted for the client's approval if the client is present at the press during make-ready.

WX allows 30 minutes for client approvals on press. Any additional time is chargeable. It is customary in the industry to charge for any press time lost or alterations/corrections made because of the client's delay or change of mind.

PRODUCTION SCHEDULES

If production schedules are agreed to by both the client and Premier, there will be no liability or penalty for delays due to 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 **WX**. In such cases, schedules will be extended by an amount of time equal to delay incurred.

RE-STOCKING FEES

Once a quote becomes an order, the client is responsible for any re-stocking fees incurred by a subsequent change in choice of paper and/or other job components.

STORAGE

WX will store client's finished goods if the client requires that service. There is a monthly charge for storage, as well as for fulfillment of client orders from finished goods. **WX** is not liable for any loss or damage to stored material beyond what is recoverable by **WX**' Fire and Extended Insurance coverage.

TAXES

Generally, books that are to be resold are exempt from provincial or state tax. For any product on which taxes apply, it is the responsibility of the client to pay such taxes. Canadian clients will be charged GST which they can claim as an input tax credit. Clients not located in Canada will be charged GST for goods and services provided and delivered within Canada. Clients located in the United States are required to provide **WX** with their IRS Number.

CLAIMS/LIENS

Claims for defects, damages, or shortages must be made by the client in writing no later than 10 calendar days after delivery. If no such claim is made, **WX** and the client will understand that the job has been accepted. By accepting the job, the client acknowledges that **WX**'s performance has fully satisfied all terms, conditions, and specifications.