



MARQUIS

CONDITIONS OF SALE

1. **QUOTATION:** A quotation not accepted within ten (10) days or whose delivery date is not within thirty (30) days of the quotation date is subject to review. All quote specifications are based on the cost of materials at the time the price is made. If this quote reflects the use of a specific format of paper, you must allow sufficient time to order.
2. **ORDERS:** An order regularly placed, whether verbal or written, may not be cancelled except upon terms that will compensate Marquis Book Printing Inc. against losses incurred, if any, caused by the cancellation of the order.
3. **EXPERIMENTAL WORK:** Experimental or preliminary work performed at the customer's request will be charged at current prices and may not be used until Marquis Book Printing Inc. has been reimbursed for the full amount of the charges billed.
4. **CREATIVE WORK:** Creative work, such as sketches, copies, dummies, and all preparatory works made and supplied by Marquis Book Printing Inc., remain his property and it is not permitted to use them or to be inspired by them, except in return for remuneration to be determined by Marquis Book Printing Inc. and not expressly indicated and included in the selling price.
5. **FILE STATUS:** Upon receipt of the file, if it is evident that the status differs from the previously indicated status on which the quotation was based, the quotation is rendered void and a new quotation is prepared.
6. **DATA STORAGE AND PRIVACY:** We will store customer-supplied digital files for a period of 5 years from the completion of the project, after which the files will be permanently deleted. If this option is not acceptable, it is the customer's responsibility to ask for a copy of the archive to be given immediately after the approval is committed with the prepress service. We respect customer privacy and will not share or sell customer files to third parties without explicit consent.
7. **FILE SUBMISSION:**

Customers must submit their files using one of the following methods:

 - File transfer services (e.g., FTP site, Dropbox, WeTransfer, insite)
 - Email attachment (for files under 10 MB)
 - Physical media (e.g., USB Drive, CD, DVD)

Customers should include a description of their printing requirements, such as paper type, dimensions, quantity, and any special requests.

File Formats:
We accept the following file formats:

 - Adobe Acrobat PDF (preferred)
 - Adobe Illustrator (AI, EPS)
 - Adobe Photoshop (PSD, TIFF)
 - Adobe InDesign (INDD)
 - JPEG, TIFF, EPS (if files are submitted as JPEG, TIFF, EPS, extra fees may apply to convert these to usable PDF files.)
 - Quark
8. **CORRECTIONS FEES (after proof has been processed)*:**
 - Cover correction: \$30.00 with PDF proof / \$50.00 with Epson proof
 - Text page corrections: \$15.00/page

Complete file replacement fees are:

 - Printing one color 1/1: \$0.75/page with PDF proof
 - Printing 2/2: \$5.00/page with PDF proof
 - Printing 4/4: \$8.00/page with PDF proof
 - Epson page proofs: \$6.25/page

There will be an additional \$80.00 replanning fee added to these correction fees (stated above) if corrections are needed after proof approval was received by the customer.
*Conditions may apply.
9. **PROOFS:** Proofs are submitted with the original copy. Corrections are made on the "master set" and the proofs are returned marked "Good to go" or "Good to go after corrections" and signed by the client. If corrected proofs are required, they must be requested when the proofs are returned. Marquis Book Printing Inc. is not responsible if the customer has not returned proofs with changes indicated or if the customer has instructed Marquis Book Printing Inc. to proceed without submitting proofs.
10. **PRESS PROOFS:** Unless specifically stated in the quotation, press proofs are charged at current prices. An inspection sheet in any form may be submitted free of charge for the customer's approval, provided the customer is on the press premises during the set-up. Lost printing time due to the customer's delay or changes and corrections will be charged at the current prices.
11. **COLOUR PROOFS:** Because there may be differences in equipment, process, proofing media, paper, inks, pigments and other elements between the colour proof and the print, a reasonable variation in colour between the colour proofs and the print is an acceptable tolerance.
12. **MANUFACTURING OVER AND UNDER DELIVERY:** Overages or under-deliveries not exceeding 10% of the quantities ordered or the agreed upon percentage constitute an acceptable delivery. Marquis Book Printing Inc. will invoice for the actual quantity delivered within this tolerance. If the customer requires guaranteed exact quantities, the tolerance percentage must be doubled.
13. **CUSTOMER'S PROPERTY:** Marquis Book Printing Inc. shall maintain fire, extended coverage, vandalism, malicious damage, and sprinkler leakage insurance on all Customer's property while in the possession of Marquis Book Printing Inc., and Marquis Book Printing Inc.'s liability for such property shall not exceed the amount recoverable by such insurance. Customer property of extraordinary value shall be insured by mutual agreement.

14. **ORDER CANCELLATION:** In the event of an order cancellation by the customer less than 24 hours before or after the scheduled file in date, the customer agrees to pay cancellation fees which include: 1) the costs of the work already done, 2) the costs of any specific materials already purchased for the order 3) Marquis reserves the right to impose a \$250 penalty at its discretion for cancellations of this nature.
15. **DELIVERY:** Unless otherwise specified, the price quoted do not include any freight or storage. If the quote includes shipment, sale conditions are F.O.B. customer's place for deliveries in Montreal and Toronto metropolitan areas or F.O.B. Marquis Book Printing inc's shipping dock for outside those 2 metropolitan areas. Proposals are based on a single shipment of complete order unless specifications distinctly state otherwise. Charges related to delivery from customer to Marquis Book Printing inc, of from customer's supplier to Marquis Book Printing inc. are not included in any quotations unless specified. Special priority pickup of delivery service will be provided at current rates upon customer's request. Materials delivered from customer of his suppliers are verified with delivery ticket as to cartons, packages, or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and Marquis Book Printing inc. cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work whichever occurs first.
16. **PRODUCTION SCHEDULES:** Production schedules shall be established and followed by the customer and Marquis Book Printing Inc., if neither incurs any liability nor penalty for delays due to war, riot, civil commotion, fire, labour disputes, strikes, accidents, power or equipment failure, delays of suppliers or carriers or production, action of government or civil authority, and natural causes or other causes beyond the control of the customer or Marquis Book Printing Inc. If the customer does not adhere to production schedules, the delivery date(s) are subject to change.
17. **CUSTOMER-SOURCED MATERIALS:** All customer-supplied files are produced, packaged and delivered to Marquis Book Printing Inc.'s specifications. Additional charges due to delays or poor production due to specification defects will be billed to the customer.
18. **TERMS OF PAYMENT:** Payment shall be made as set forth in the quotation or invoice unless otherwise specified in writing. Claims for defects, damages or deficiencies must be made in writing by the customer within fifteen (15) days of delivery of the order, in whole or in part. Failure to submit such claim within the time specified shall constitute irrevocable acceptance and acknowledgment that the work fully conforms to the conditions and specifications.
19. **LIABILITY:** Marquis Book Printing Inc.'s liability is limited to the specified selling price of all defective goods and in no event shall Marquis Book Printing Inc. be liable for special or consequential damages, including lost profits. As security for the payment of any sum due or to become due under any agreement, Marquis Book Printing Inc. shall have the right, if necessary, to retain in its possession all property of the customer in its possession and shall have a lien on such property, including work in progress and finished work. The granting of credit or the acceptance of bills, trade acceptances, or a payment bond shall not affect such interest and security lien.
20. **INTELLECTUAL PROPERTY:** The Customer represents and warrants that all content, files and pictures ("Customer Content") supplied to Marquis Book Printing inc. are owned by Customer, that Customer has all copyright in and to such Customer Content and that Customer has the right to publish such Customer Content. Customer hereby authorizes and licenses Marquis Book Printing inc. to print the Customer Content as contemplated by this order and agrees to indemnify and hold harmless Marquis Book Printing inc. from any third party claim relating thereto.
21. **INDEMNIFICATION:** The Customer shall indemnify and hold Marquis Book Printing Inc. harmless from any and all claims and against any and all losses, costs, expenses and damages (including court costs and reasonable attorneys' fees) arising out of any claims, actions and suits that may be brought against Marquis Book Printing Inc. on the grounds that the Printout infringes anyone's copyright or property right, contains libellous, obscene or scandalous material, or violates anyone's right to privacy or other personal rights, except to the extent that Marquis Book Printing Inc. contributed to the matter. The Customer agrees to promptly defend, at its own expense, Marquis Book Printing Inc. against all claims, actions and suits brought against it and to continue to do so, provided that, Marquis Book Printing Inc. shall promptly notify the Customer and shall give the Customer reasonable time, as required by the circumstances, to commence and continue its defence. Marquis Book Printing inc. will attempt in good faith to resolve any dispute by contacting the customer either by letter, email, or telephone before proceeding with legal action.
22. **ELECTION OF DOMICILE:** In case of litigation, the customer agrees and accepts that any legal proceedings will be taken at the choice of Marquis Book Printing, its subsidiaries and other business entities members of its group in the district of Montmagny.
23. **QUEBEC LAW:** This Agreement shall be governed by the laws applicable in the Province of Quebec.
24. **GUARANTEE:** In this agreement, the undersigned will act as joint and several guarantors with the client for any amount that is due or may become due to the client.
25. **DEFAULT IN PAYMENT:** In the event of default in payment, interest on all amounts due shall be charged at the rate of eighteen (18) percent (%) per annum to the customer. Interest shall accrue thirty (30) days from the date of the invoice. In the event, that legal proceedings must be taken against the customer to recover the amounts due, a fee of twenty-five (25) percent (%) of the total amount unpaid will be added to the balance due and will be charged to the customer. Marquis Book Printing reserves the right to cancel any quotation, order, production, or delivery if it is proven that the customer is attempting to defraud by providing false documents or other.

Accepted by: _____

Date: _____