

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 canceled 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. **PREPARATORY MATERIALS:** Plates remain the exclusive property of Marquis Book Printing Inc. unless otherwise specified in writing.
7. **MODIFICATIONS:** Modifications are work performed in addition to the original specifications. Such additional work shall be billed at current prices and substantiated by supporting documentation upon request.
8. **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.
9. **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 set-up. Lost printing time due to the customer's delay or changes and corrections will be charged at the current prices.
10. **COLOR PROOFS:** Because there may be differences in equipment, process, proofing media, paper, inks, pigments and other elements between the color proof and the print, a reasonable variation in color between the color proofs and the print is an acceptable tolerance.
11. **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.
12. **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.
13. **DELIVERY:** Unless otherwise specified, the quotation is for a single shipment, without warehousing, F.O.B. customer's local place of business or F.O.B. printer's dock for outside customers. Proposals are based on continuous, uninterrupted delivery of the entire order, unless otherwise specified. Delivery rates from customer to printer or from customer's supplier to printer are not included in any price quoted unless otherwise specified. Special pick-up or priority delivery service is provided at current prices at the customer's request. Materials delivered by the customer, or its suppliers are verified with the delivery note as to cartons, bundles or items indicated only.
- (CONTINUED) The accuracy of the quantities shown on the bulletin cannot be verified and Marquis Book Printing Inc. cannot accept responsibility for shortages based on the supplier's bulletins. Ownership of the printed work passes to the customer depending on which event occurs first: delivery to the carrier at the point of shipment or the mailing of the invoices for the completed work.
14. **PRODUCTION SCHEDULES:** Production schedules shall be established and followed by the customer and Marquis Book Printing Inc., if neither shall incur any liability nor penalty for delays due to war, riot, civil commotion, fire, labor 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.
15. **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.
16. **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.
17. **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.
18. **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 libelous, 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 defense. 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.
19. **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.
20. **QUEBEC LAW:** This Agreement shall be governed by the laws applicable in the Province of Quebec.
21. **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.
22. **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: _____