



Battlefield Press Terms and Conditions (please read carefully)

The following terms and conditions apply to all customer quotations and purchase orders accepted by Battlefield Press (hereinafter referred to as BFP).

Acceptance by Customer

By placing an order with BFP, you, the customer, agree to be legally bound by these terms and conditions.

Pricing

All prices are quoted in Canadian currency unless otherwise specified in the "Currency" heading at the bottom of our quote letter. Prices quoted will not include federal and provincial sales taxes. Prices quoted do not include shipping costs unless itemized in the quote letter in the "Delivery" heading. The customer will be responsible for paying all shipping and handling charges; and all custom clearance charges, duties and applicable taxes will be billed as an extra charge.

Quotation

Quotations are based on the cost of material, availability and press time prevailing at the date of quotation and are subject to adjustment in the event of materials and/or availability changes at the time of placing your order or at the time of approving production. BFP quotations are also based on the accuracy of the specifications provided by the customer, and are subject to change if artwork, plates, disks or other input materials do not conform to the information initially provided at the time of quotation. In these cases, BFP will exert reasonable effort to notify the customer of price increases and/or lead time changes in advance and before the time of production.

To confirm your acceptance of BFP's quotation, you must submit a Purchase Order or Sign and Date your BFP quotation letter and return it to BFP. All purchase orders are subject to acceptance by BFP, and BFP reserves the right to reject any purchase order without cause. It is your responsibility to review and verify the accuracy of your BFP quotation letter and/or your purchase order and ensure it is consistent with your original request for quotation.

Payment

BFP accepts payment by cheque, wire transfer and bank draft. BFP reserves the right to request a 50% deposit on any order over \$50,000 prior to production. All printed products shall remain the property of BFP until they are paid in full. BFP reserves the right to charge 2% per month on invoices dated more than 45 days.

C.O.D. (cash on delivery): the order must be paid either by wire transfer, bank draft, and/or certified cheque in full prior to release of finished printing products from BFP premises. BFP reserves the right to request 50% deposit on C.O.D. jobs prior to production.

Changes & Additional Charges

BFP will notify you of any additional charge for time and materials in the event your order is modified during the production process. At our discretion, BFP may propose modifications to the size and/or specifications of your order in an effort to avoid excess waste and/or improve the final product of your order. Unless indicated in your quotation the following may be added to your order as an additional charge – including but not limited to:

- Heavy Ink Coverage
- Longer drying times
- Custom Die / Tooling
- Additional press time / Press approvals

Cancellations

BFP reserves the right to charge you for all costs incurred as a result of any subsequent cancellation in your order once a purchase order has been accepted by BFP.

Complaints, Refunds & Credits

All complaints must be reported to BFP in writing within (5) business days from the date of delivery or pick up of finished printed materials from the BFP premises. BFP will investigate and respond to the complaint which may, or may not, result in a refund or credit depending on the findings of the investigation. Refunds and credits are provided at BFP's sole discretion and will only be considered if you return your printed product to BFP within (7) business days after notifying BFP of your complaints as prescribed above.

Errors and Omissions

You must sign-off on all final proofs before the printing process commences. Under no circumstance will BFP be responsible for any errors or omissions overlooked during the proofing process.

Proofing, Colour Matching & Print Quality

All reasonable efforts shall be made to obtain the best possible colour reproduction on final printed products, but variation is inherent in the print process. It is understood and accepted as reasonable that BFP shall not be required to guarantee an exact match in colour or texture between the customer's photograph, transparency, proof, electronic graphics file, previously printed matter (whether by BFP or an external subcontracted printer), or any materials supplied by the customer and the customer's final printed product. All print jobs require at the minimum a digital hires proof; and all plates must have a forms proof and cut/folded mock-up.

Press Approvals

Press approvals are available upon request. While BFP will try to accommodate customer availability when scheduling press approvals, scheduling cannot be guaranteed. Under no circumstance shall BFP be held liable for any loss incurred as a result of any press approval delay or cancellation. If you decline the press approval stage, then BFP will proceed to print to standard ink densities and/or standard ink LAB values where applicable.

Over-Runs or Under-Runs

For all jobs, including both clear and printed material, you agree to accept 10% over-run or 10% under-run of ordered quantities unless otherwise specified. BFP will bill or credit you accordingly for any quantities within this tolerance limit.

Delivery & Shipping

Any period or date for delivery of goods or provision of services is intended as an estimate only and is not a contractual commitment. While BFP will make every effort to meet its estimated delivery times, under no circumstances will BFP be liable for any costs or damages resulting from delay. BFP will deliver products according to your shipping instructions. Delays or damages during the shipping process are the sole responsibility of the carrier providing the delivery services; and BFP will not be responsible for delays or damages caused during the shipping process.

Archival of Customer Work

BFP assumes no responsibility for the archival of a customer order, electronic or otherwise. Dies are held for one (1) year, then disposed of unless requested to be picked up by the customer. If a re-order is generated after the one (1) year period, the customer is subject to new die/tooling charge(s).

Failure to Retrieve Completed Order

Where you fail to collect an order within (30) business days from notification of completion of the order, BFP shall be entitled, at our discretion, to either store the order until actual delivery or collection is made and charge you for the costs of storage (including and not limited to insurance); or to destroy the order (provided that you shall nevertheless remain liable for payment of the order). BFP assumes no responsibility for any artwork, plates, disks, or other input materials that you may have provided in connection with an order (7) business days after completion of that order.

Limitation of Liability

BFP shall not be liable for any indirect, special, or consequential damages, loss of profits, economic loss, the loss of good will, loss of anticipated savings or loss of data. The total aggregate liability of BFP in respect of any and all causes of action arising out of or in connection with a customer's order and BFP's performance of services pursuant to such order (whether for breach of contract, strict liability, tort [including, without limitation, negligence], misrepresentation or otherwise) shall be limited to the sums paid to BFP by the customer in respect of the order pursuant to which the liability has arisen.

Indemnity

You agree to indemnify and hold harmless BFP from any claim, loss, expense, and/or damages arising out of the violation of copyright or trademark laws from the illegal use of images, photographs, slogans, trademarks, or graphical work supplied by you.

Force Majeure

BFP shall not be liable for any losses or damages, and shall be excused from any delay or failure in performance hereunder, caused by any labour dispute or disturbances, governmental order or requirements, acts of God, casualty, disaster, pandemic, inability to secure materials and transportation facilities, wars and other civil disturbances, and other circumstances beyond our control including the failure of our supplier(s) and/or subcontractors to perform.

Governing Law and Jurisdiction

These terms and conditions shall be interpreted under and governed by the laws in the Province of Ontario.