



## **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. We accept various payment methods for your convenience, including cheque, electronic funds transfer, PayPal and all major credit cards (Visa, MC, Amex). Please note that PayPal and credit cards are subject to a processing fee of 3%

### **ACCURACY OF QUOTATIONS**

Quotations are based on the accuracy of the specifications provided. **Westkey Graphics Ltd., dba Westkey Xibita, further referred to as 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 subject to change.

### **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 preordained 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.

## **INSTALLATIONS:**

**WX** reserves the right to VOID the installation warranty on any same day print and install jobs or any Rush Jobs. **WX** disclaims all warranties on buses, planes, trains, RVs, custom vehicles, and vehicles with OEM paint that is more than 6 years old. If we are asked to cover existing vinyl, we cannot be liable for any damage caused during the installation or removal process to these decals.

It is not reasonable to expect printed vinyl wrap to cover and look exactly like paint. In some cases, a relief cut may have to be made into the vinyl that will reveal a small amount of the original vehicle's paint color

under the vinyl. In some cases, a patch needs to be installed to conceal vehicles' original color. It is the only option. Areas under door handles, mirrors, behind gas caps, and inside door frames will not be wrapped. If we wrap Extreme curved surfaces such as mirrors and bumpers, they may reveal the original paint color at the tight edges of the wrap. It has more to do with material limitations and not install quality.

**WX** cannot warranty those areas with extreme curves. It is the sole risk of the client if they choose to wrap mirrors or other very tight curves. **WX** will make the client aware of these areas before we the installation.

If we are installing at the client's nominated location, suitable conditions must exist. Vehicles need to be indoors, and all environments must be clean, dust free and temperature controlled, with a power supply and good quality lighting with a minimum of 5 feet working space around vehicles, or 3.5 feet of space between walls. If in the opinion of the senior installer on site, conditions are not suitable for a high-quality install, the Client will be contacted. Poor surface paint including level 4 or under wall finishes, incompatible paint, unpainted substrates, concrete, textured or other raw materials may not allow the vinyl adhesive to stick properly, and the adhesive may fail. It is the responsibility of the client to provide a surface that is ready to

**WX** will not be held responsible for any damage to any substrate or, void of vehicle warranty or anything caused through the application of the vinyl products. **WX** is not liable if during the installation any coatings, paint or other substrate begins to peel off. Image Installers does not warranty any provided materials for installation.

#### **REMOVALS:**

All removals are quoted separately. Removal can be very time consuming and potentially damaging. We charge by the hour for the labour. **WX** will not be responsible for any paint, coatings, glass, tile, marble, drywall or any other substrate damage when performing a removal.

It is the duty and responsibility of the Client to ensure suitability of the existing surface before it is wrapped.

#### **WARRANTY & MATERIALS:**

**WX** offers a 30-day workmanship only warranty on installation of films, when such films are of the correct type and brand, appropriate to the installation scenario and when such environment meets all installation standards including temperature, substrate conditions, cleanliness etc. No warranty on horizontal direct sun exposure, or vinyl not rated for cold-weather installation, or vinyl installed at temperatures below the rated minimum temperature for the film per manufacturer's spec.