

# TERMS OF SALE

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<b>CONDITIONS OF SALE SUPERSEDE</b>	The conditions of sale stated herein supersede the conditions of sale contained in all prior dated price lists, quotations, and acknowledgments.
<b>QUOTATIONS</b>	Quotations not accepted within thirty (30) days are subject to review.
<b>PRICES</b>	Prices are subject to change without notice.
<b>GRAPHIC ART SERVICE CHARGES</b>	Required graphic art services will be charged as per the schedule below. If a graphic art service is required outside our capability, it will be charged at our cost.

SERVICE	CHARGE
Typsetting/Creative Design Charge	\$75.00 per hour
Film/Plates	\$25.00 per copy
Copy Changes/Colour	\$25.00 per change/per colour
Flatbed Scans	\$10.00 per scan
Colour Laser Proofs	Only where PDF proofs are not acceptable One included per order and/or with each copy/colour change fee of \$25
Dylux Proofs	\$10.00 per proof
PDF Proofs	One included per order and/or with each copy/colour change fee of \$25
Incomplete Disc Format or Manipulation	\$25.00 Flat Charge

**MINIMUM ORDER** Minimum order value is \$750 excluding taxes. Orders for less than the minimum are subject to a minimum order charge of \$50 and freight charges.

**ORDER ACCEPTANCE & CONFIRMATION** All orders are subject to acceptance by an officer of Supremex Inc. Any errors and omissions are subject to correction.

Order acceptance constitutes a binding contract, which shall be governed by the conditions of sale stated herein.

**OVER-RUNS & UNDER-RUNS** Over-runs and under-runs are accepted as constituting a good delivery when the quantity supplied is within 10% over or under the quantity ordered. This does not apply to orders to be manufactured from lithographed or printed stock, which are supplied to us for conversion nor to orders requiring special mill runs of paper, both of which will be subject to specific arrangements for each order. On orders of less than 10M, a variation of 20% will be considered reasonable.

**CANCELLATIONS** Orders (entered) will be subject to cancellation only with our consent and upon payment for all labour, materials and overhead expended up to the point of cancellation.

**ALTERATIONS** Alterations to original specifications of orders (entered) shall be charged to the buyer, at current rates, for additional work performed and will be supported with documentation upon request.

**DELIVERY** Greater Toronto area: No charge in GTA provided order meets minimum order value of \$750.00. Orders less than \$750.00 are subject to a \$30 minimum freight charge or the actual freight cost incurred, whichever is greater.

- (GTA defined as: south of Hwy. #9, east of Hwy. #10, west of Thickson Road)

Outside GTA: No charge provided order/release meets minimum order value of \$1,000.00. Orders less than \$1,000.00 are subject to a \$50 minimum freight charge or the actual freight cost incurred, whichever is greater.

Points North and West of Sault Ste. Marie are always freight extra.

- Bubble Mailers are subject to freight on application.

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<b>VARIATION OF ENVELOPES</b>	A variation not exceeding 1/16th of an inch (2MM) in the position or size of a window opening, or not exceeding 1/16th of an inch (2MM) over or under in the width and depth of an envelope as ordered, shall be considered as reasonable tolerance and accepted by the buyer as compliance with the order.
<b>VARIATIONS OF PAPER</b>	Variations of paper in colour, finish, bulk or strength are acceptable when within normal trade tolerances.
<b>BLOCKING &amp; WARPING</b>	Supremex Inc. shall not accept responsibility in the event of seal flaps blocking (sticking down), or envelopes warping when stored under damp, humid or excessively dry or hot conditions.
<b>PAPER SUPPLIED</b>	Flat stock supplied for printing, or embossing shall be charged to the buyer on delivery. Subsequent conversion of this stock shall be charged separately based on the quantity of envelopes produced.
<b>CLAIMS</b>	<p>Supremex Inc. shall be promptly notified of any claim regarding envelopes sold and such envelopes must be held for our inspection.</p> <p>If damage to, or shortage of containers or contents is evident, the customer should mark the packing slip(s) accordingly from the transport agency/carrier and notify Supremex Inc. promptly.</p> <p>Claims for error must be made within 30 days of receipt of the goods.</p>
<b>RETURN OF GOODS</b>	<p>Merchandise conforming to the order may be returned only with our consent within 10 days of receipt of the goods. Shipping, handling and freight charges for returned goods will be at the customer's expense. Goods returned will be subject to a restocking charge of 10% of the order value for handling, re-boxing and labeling. The minimum restocking charge is \$50.00.</p> <p>Goods not conforming to the order, or merchandise that does not meet the standards of Supremex Inc. should be returned within 10 days at no cost to the customer.</p>
<b>PRINTING PLATES &amp; CUTTING DIES</b>	All artwork, engravings, special type and dies not specifically charged in full to the buyer remain the property of Supremex Inc.
<b>CANADA POST REGULATIONS</b>	Envelopes ordered by the buyer which do not conform in all respects to the rulings laid down by Canada Post Corporation will be supplied only at the risk of the buyer.
<b>WARRANTIES</b>	Supremex Inc. products are guaranteed to be of a high quality standard. In the event of defect or breach of condition or warranty, expressed or implied, Supremex Inc.'s liability shall not in any case exceed the value of the Supremex invoice. Supremex Inc. shall not be liable for any consequential damages or loss of profits or prospective profits, foreseeable or not, caused by defective goods. This warranty replaces all prior warranties, expressed or implied.

**IMPORTANT NOTE :**

"SHOULD ANY OF THE PRICES IN THIS PRICE BOOK BE INTERPRETED TO CONSTITUTE A SUGGESTED RETAIL PRICE, SUPREMEX INC. (THE "SUPPLIER") WISHES TO MAKE IT CLEAR THAT THE PURCHASER IS UNDER NO OBLIGATION TO ACCEPT SUCH SUGGESTION AND MAY SELL AT ANY PRICE IT CHOOSES. IF THE CHOICE IS TO SELL AT ANY OTHER PRICE, THE PURCHASER WILL NOT SUFFER IN ANY WAY IN BUSINESS RELATIONS WITH THE SUPPLIER OR ANY OTHER PERSON OVER WHICH THE SUPPLIER HAS CONTROL OR INFLUENCE."

# WAREHOUSING POLICY

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Orders for customers that require items to be manufactured and stored for future shipments will be accepted under the following conditions:

- **Must be accompanied by a Purchase Order**
- **An Envelope Warehouse Agreement must be signed by Supremex Inc. and the purchaser**

## **PRE-PAID - INVOICED ON COMPLETION OF MANUFACTURE**

Orders invoiced on completion of manufacture on usual terms of payment are subject to a service charge of 3% on the entire order. This service charge will be invoiced along with the order value when the manufacturing has been completed.

- **Maximum Period of Storage** – 8 months from date of initial production
- **Minimum Contract Quantity to be Stored** - \$3,000.00
- **Service Charge is Subject to Applicable Taxes**

## **UNPAID - INVOICED AS DELIVERED**

Orders invoiced as delivered on usual terms of payment are subject to a service charge of 8% on the entire order. This service charge will be invoiced in the price per thousand.

- **Maximum Period of Storage** – 8 months from the date of manufacture completion
- **Minimum Item Quantity to be Stored** - \$3,000.00
- **Service Charge is Subject to Applicable Taxes**

## **WAREHOUSE RELEASES/DELIVERIES**

Four (4) releases/deliveries are included with each order. If additional releases are required a \$75.00 charge per release will apply.

Note: Every effort will be made to calculate and invoice additional release costs at time of order processing. In the event that additional unforeseen releases are required by the customer, the service charge will be added to the invoice upon delivery of the goods.

## **STOCK**

Plain envelopes in standard stock sizes are not eligible for warehousing under this policy.

## **COMPLETION OF CONTRACT**

All items remaining at the conclusion of the maximum storage period (8 months) will be shipped and invoiced for the applicable order value, service charges and taxes. In the event that additional warehousing is required a \$25.00 per skid per month charge will be applied to all remaining inventory to offset extended warehousing costs.

## **DELIVERY**

- **Minimum** - \$750.00 value per shipment (\$1,000 outside the GTA) or applicable freight charges will apply.