

1. Quotation

A quotation that has not been accepted within thirty (30) days is subject to revision.

2. Orders

The start of production of orders is subject to credit approbation and unexpected events such as fire, flood, strike, theft, vandalism, and other nuisance outside of Formplus' control. The cancellation of an order leads to the reimbursement of the costs engaged in the preparation and the production of the order.

3. Experimental Work

Experimental or preliminary work executed to the client's request are billed at Formplus' current rate. This work cannot be used without Formplus written consent.

4. Design

Sketches, copies, models, artworks, as well as any other work developed and supplied by Formplus remains its exclusive property. Formplus must give written consent for the use of this work as well as any ideas derived from this work.

5. Accuracy of Specifications

Quotations are based on the accuracy of the specifications supplied. Formplus reserves the right to revise a quotation if the copy, images, logos, CD or DVD or any other material and instructions are not in conformity to the original specifications that were used to establish the quotation.

6. Preliminary Materials

Artworks, illustrations, plates, negatives, positives, CD and DVD or any other materials supplied by Formplus remains its exclusive property.

7. Electronic Manuscript or Images

If materials, electronic or physical, are supplied by the client, he is responsible for keeping a copy of the original. Formplus is not responsible for accidental damages to the media supplied by the client, for the precision of the input and for the final output. As long as the digital input has not been evaluated by Formplus, no responsibility will be taken or promises will be made in regard to the capacity of processing the work supplied on digital media and no responsibility will be assumed if problems should arise. All additional transcription, edition or programming work required to make the clients' files usable will be billed at the regular rates.

8. Modifications/Corrections

Modifications and corrections include all work or material required in addition to the original specifications. This work will be billed at Formplus' regular rates.

9. Proofs and Approbation

Formplus will submit laser or PDF proofs accompanied by with a proof approbation form for the client's revision and approbation. The form, signed by the client, must be returned to Formplus with one the following option checked:

- "O.K. as is"
- "O. K. with corrections"
- "New proof required"

The form must include the corrections to be made, if necessary.

No work will be executed before the return of the Form. It is the client's responsibility to carefully read the proofs and notify Formplus of all the errors found. Formplus will not be held responsible for errors undetected:

- If the client does not require proofs;
- If the work is printed according to the client's "O.K. as is";
- If corrections are communicated verbally.

10. Press Proofs

Press proofs will not be supplied to the client, unless specified on the written quotation. One press sheet can be submitted to the client if he is present at the time of makeready of the press for the order.

Any delay caused by a request for modification, correction or change will be billed at Formplus' current rates.

11. Colour Proofs (paper and digital)

Due to differences in equipment, paper and ink used, as well as many other conditions, a reasonable colour variation is to be expected between the proofs and the printed production.

Moreover, as the colour coding of screens reflects the synthesis of light and comes in red, green and blue colours, an electronic proof cannot be considered a reference for printing.

12. Run Surplus and Deficit

Run surplus and deficits will not exceed 10 % of the ordered quantity. Formplus will bill the quantity delivered within this tolerance. If the client requires a guaranteed quantity, the tolerance percentage must be established at the time of quotation.

13. Client's Property

Formplus maintains an extended fire insurance policy that covers the client's property while it is in its possession. Formplus' responsibility in this regard will not exceed the recoverable amount from such insurance. An additional insurance policy may be contracted if requested in writing; the additional premium is then at the client's expense.

14. Delivery

Unless otherwise indicated, the quotation includes only one shipment, without storage, F.O.B. at the supplier's dock. This delivery is continued, uninterrupted and complete. Otherwise, Formplus will bill shipping fees at the current rates. Freight charges for materials and supplies coming from the client, or the client's supplier, are not included in the quotation, unless explicitly stated. Ownership of the printed matter is transferred to the client on the first possibility: delivery to the carrier at shipping point or the mailing of the order and the invoice of the work completed.

15. Production Schedule

Production schedules are determined and followed by the client as well as Formplus. If the client does not respect the schedule, the delivery dates will be subject to change. It is understood that either party will not incur any liability or penalty in respect of delays due to a state of war, riot, civil disorder, fire, strikes, accidents, the action of government or civil authority and to natural causes or other beyond the control of the client or Formplus. In such cases, schedules will be extended for a period of time equal to delay incurred.

16. Material Supplied by the Client

Hazardous materials supplied by the client are verified according to the delivery slip. Formplus disclaims itself from any liability arising

from differences between the quantity of delivery note and delivery. Papers supplied by the client must meet the specifications required by the printer: weight, thickness, resistance to tearing, and other specifications. The film, colour separations, punches or dies, CD or DVD or other items supplied by the client must be usable by the printer without repairs or modifications. Non-compliant items will be repaired by the client or supplier at its current rates.

17. Purchases

Unless otherwise agreed in writing, any purchase required or authorized by the client is charged (e.g. fonts, images, illustrations, software, etc.).

18. Terms/Claims/Right of Retention

Terms: cash, net 30 calendar days of the invoice date. Claims for defects, damages and deficit amounts must be made in writing within 10 calendar days of the date of delivery. If such a claim is not presented, Formplus and the client agree that the work is accepted. By accepting the job, the client acknowledges that Formplus has fully met the terms, conditions and specifications of the order.

Formplus' liability is limited to the selling price of defective printed materials, without further liability or special damages. As a pledge to guarantee payment for any amount due under the terms of a mutual agreement, Formplus reserves the right to retain all property of the client that he has in his possession. This right applies even if an extension of credit has been granted, trade acceptances or a guarantee of payment were accepted. If payment is not made, the client is responsible for all costs incurred for collection of payment.

19. Liability

a) Renunciation of explicit guaranties

Formplus guarantees to reproduce the work as described on the purchase order. The client understands that the sketches, prints, models, tests and preparatory work are presented solely for the purpose of illustrating the general appearance of the type and quality of work. They do not represent the final reproduction of the work.

b) Renunciation of implicit guaranties

Formplus guarantees that the work will be conform to the description on the purchase order. Formplus maximum liability, may it be by negligence, contract or another cause, will not exceed the reimbursement of the billed amount for the job in dispute. Under no circumstance, Formplus will be held responsible of any specific damages, individual or consecutive.

20. Compensation

The client accepts to protect Formplus from economic losses and other unfortunate consequences related to the work it has been given.

This means the client will exclude Formplus from any embarrassing situation and will consider Formplus as innocent and unharmed. Otherwise, the client will defend Formplus against any claims, demands, actions or procedures derived from its job; this obligation will apply without taking into account a responsibility for negligence.

a) Copyright

The client also guaranties that the work printed is not protected by copyright from a third party. The client recognizes that printed work does not have to include a notice of copyright to be protected by the law regarding copyright, the absence of such a notice does

not necessarily assure the right to reproduction. The client also guaranties that the notice of copyright has not been removed for reproduction.

To support these guaranties, the client agrees to clear Formplus of any liability and compensate Formplus from any damages and legal fees consequential to any legal actions resulting from a copyright infringement relating to the execution of the work.

b) Personal or Economic Rights

The client also guaranties that the work to be printed does not include defamatory or scandalous matters or anything to offend anyone's privacy or personal or economic rights. The client must defend Formplus promptly and at his expense, against any actions relating to his work, as long as Formplus:

- notifies the client promptly of any legal recourse;
- allows the client a reasonable amount of time to prepare his defense.

Formplus reserves the right, to his sole discretion, to refuse to print something that seems illegal, defamatory and scandalous or that does not respect or violates the law regarding copyrights.

21. Storage

a) Materials Supplied by the client

Formplus retains any intermediate materials until the final product has been approved by the client. If it is required by the client, the materials will be stored for an additional period, at added fees.

b) Client's Materials Stored at the Manufacturing Plant

Any products manufactured for the client and stored at the plant that manufactured such product are covered by that plant's insurance policy. Formplus will not be held responsible for any event that could affect the client's property during the time of storage at the manufacturing plant or during the delivery to the client.

c) Client's Materials Stored at Formplus

Products manufactured for the client and stored at Formplus are covered by Formplus' fire and thief insurance policy.

d) Storage Fees of an Order

When a storage period is agreed upon with the client, it has to be established at the time of quotation. The storage fees are included in the sale price and take into account mobilization fees for the storage space as well as the financing of the inventory value. Any derogation in the time or number of deliveries could result in a revision of the sale price. A warehouse withdrawal management fee may apply.

22. Taxes

All due amounts for taxes and contributions will be added to the client's invoice and are his responsibility. No exemption (or other official exemption proof) will be joined to the purchase order. If, after the payment of the invoice by the client, it is determined that the amount of taxes is higher than the amount paid to Formplus, the client must promptly send the additional amount required to the tax authority, or reimburse any extra amount paid by Formplus.

23. Printing of Variable Content Documents by the client

The client must approve a proof of the document before the installation of the printing solution to his computer environment.

The client must supply a computer environment that conforms to the prerequisites of the printing solution.

During the printing of the documents, it is the client's responsibility to make all necessary verification to ensure the quality of the printed documents.

Formplus will not be held responsible for any discrepancies or errors undetected by him or the client that would result in the repeat of the work. Any repeat of the work caused by incomplete or erroneous data supplied by the client will be at the client's expense. He will also have to incur re-printing charges for any support materials used in printing the variable content documents as well as any other related expenses.

24. Printing of Variable Content Documents by Formplus

The client must approve a proof of the document before it is printed or transmitted.

When a client provides Formplus with data for document reproduction, the client must approve a printing register of the data supplied before printing is initiated. Formplus will also verify the data and will report to the client any data that is not compliant to the planned form processing.

Formplus will not be held responsible for any discrepancies or errors undetected by him or the client that would result in the repeat of the work. Any repeat of the work caused by incomplete or erroneous data supplied by the client will be at the client's expense. He will also have to incur re-printing charges for any support materials used in printing the variable content documents as well as any other related expenses.

In the occurrence that Formplus distributes by email or fax on behalf of the client, the client pays, unless otherwise specified, for any fees relating to the preparation and supervision of the transfers. Any repeat of the work caused by incomplete or erroneous data supplied by the client will be at the client's expense.

25. Printing of Variable Content Documents by a subcontractor of Formplus

Subcontractors used by Formplus that print nominative data on its behalf or on behalf of one of its client's have signed service contracts with Formplus. These contracts describe their obligations regarding confidentiality and data destruction.

26. Conservation of Data Used for Reproduction of Documents

Formplus takes all the necessary measures to protect all information stored on its data servers. To this effect, a daily backup is made.

The normal time line for conservation of nominative data on Formplus' servers is established at 72 days, which allows us to have two monthly backups on magnetic tape.

At the end of that period, the nominative data stored on Formplus' servers will automatically be erased.

If necessary, Formplus and the client can agree on a different conservation cycle.

The data stored on the daily, weekly and monthly backup tapes will be overwritten at the next cycle of use, which is a maximum of 12 months later.

The annual and permanent backup tapes are never erased.

27. Data backup

The data of our customers and those of Formplus are stored and saved on our servers in real time and they are also saved in real time on a secure device that makes a copy on a secure cloud.

We also make a daily backup copy on a magnetic medium (type LTO04 tape) that is stored in the company safe.

A weekly backup copy is also stored in the safety deposit box at the company's bank branch.

28. Destruction of Documents

Formplus uses the services of the Shred-it company to have any waste of nominative documents or any sensitive documents destroyed on behalf of the client.