

Billing Address

Company Name	
Address	
Province / State	Postal Code / ZIP
Tel	
Mobile	Fax
e-mail	

Shipping Address (If Different from Billing)

Company Name	
Address	
Province / State	Postal Code / ZIP
Tel	
Mobile	Fax
e-mail	

Ordering Today

Business Cards	Postcards	Hanger Flyers	Folded Cards
----------------	-----------	---------------	--------------

Project Name

Project Name				
Special Comments				
Qty	Reference	flat size	finished size	inks

Stock

Weight	Finish
--------	--------

Payment

On Account	Credit Card	Number
Account #		Expiry Date
		Carholder
		Security Code

Approval Contact

First Name / Last Name	e-mail
Tel	

Approved By

APD Printing Inc.
Terms and Conditions of Order

1. Accuracy:

Layout:

You are 100% responsible for the accuracy of your layouts. Please proofread all layouts carefully. All layouts assembled (typeset) by APD Printing Inc. (hereafter "APD") will have printed in 6pt. font on the backside of the card. APD reserves the right to refuse to print any material that APD determines, in its sole discretion, is immoral, illegal or inappropriate for any reason for distribution in the Canada / USA mail stream. If your material is deemed unacceptable, you will be notified promptly and permitted to change the content or layout to fit our requirements. You will not be charged for any services that are performed by APD on any job that is denied for the reasons described in this paragraph.

Color:

All cards are placed on our printing press with other jobs or "gang printed." APD will reproduce color from submitted transparencies, slides, photos or digital layouts as closely and accurately as possible, but cannot exactly match color and density (as viewed in a 5000K light booth) because of limitations in the printing process, as well as neighboring image ink requirements. The accuracy of each color reproduction is guaranteed to be within a minimum of 85-90% of the original image you submit. APD accepts no responsibility whatsoever for color variations between submitted images and the actual artwork or product they represent. All colors contained within any RGB digital file will be converted to APD's CMYK color space. This may cause the RGB colors to visually change due to color space differences. You should also note that your computer monitor's calibration affects the colors displayed on your monitor's screen. The colors on the printed cards may differ from what you see displayed when viewing your layout via APD's online final approval process. The online proof only presents the design layout, text accuracy, image proportion and placement, but not color or density. For reprints, APD strongly suggests that you mail a hard copy of the original order for an accurate color review. Also, if your order is color critical, APD strongly suggests you purchase a hard copy color proof from APD.

2. Payment:

The fees for APD products and services, which include the cost of processing, printing, shipping and/or mailing, and any other charges applicable, are due and payable together with the submission of an order. APD requires pre-payment on all orders with the exception of certain customers pre-approved for Credit Terms. APD grants Credit Terms on the print portion of orders only. All mailing services and postage related fees must be prepaid. Please note that no orders will be mailed until an approved and signed mailing services invoice is returned from the customer authorizing payment. APD accepts Purchase Orders from government and educational institutions with prior approval and requires the submission of the PO number at the same time the order is submitted. Any amount due to APD, which is not paid, may result in non-delivery of the order, and interest charges as allowed by law. Customers are responsible for all related collection costs, legal fees and interest. All returned checks will be charged a fee of \$25.

Sales Tax Policy:

APD is required to collect provincial sales tax on purchases shipped to Ontario. If your order qualifies for sales tax exemption in accordance with Ontario Sales & Use Tax Regulations you must provide APD with a Valid PST Exemption Certificate. APD requires that resale certificates be provided at the time of order via mail or faxed to (905) 878-0116.

Refunds & Cancellation:

No refunds will be granted once we begin your order. No partial refunds will be given for work not completed. All refunds, due to overpayment on account are available upon customer request.

3. Production Time & Delivery

Production Time & Delivery Our daily deadline for receiving materials to begin an order is 12 noon EST. Quoted Production Times start only after APD receives your final approval with no further changes or revisions required. APD quoted production business days are calculated in 24 hour increments. All correspondence regarding the order must include the docket number (in the subject line of an email or on the outside of a package/envelope) to avoid any delays in production. Completion of your job within our quoted Production Time is dependent on receipt of your signed layout and final approval. Please allow additional time for delivery (number of delivery days is dependent upon the delivery service you select. For APD observed holidays, add one (1) additional day to the Production Time. Expected delivery date and Production Times are not guaranteed. Your order may arrive late due to unforeseen delays in delivery service, natural disaster, the breakdown of equipment, bad weather, etc. You are responsible for all customs, duties or fees related to an international shipment. APD is not liable for damage caused by service carrier. Carrier claims are limited to \$100. APD accepts no responsibility for tracking the delivery of packages shipped via the custom shipping option. Pick up orders will be kept for 30 days from the delivery of the pick up notification email. If the order has not been picked up from APD within 30 days, it will be shipped directly to the customer and customer will be billed for the applicable ground shipping rates.

4. Indemnification, Damages:

You agree to indemnify and hold APD and its parent companies, subsidiaries, affiliates, officers, directors, employees and independent contractors harmless from any claim, demand, damages, liability, costs and expenses including but not limited to attorneys' fees made by any third party due to or arising out of any claim alleging that the printed work violates any copyright, trademark, intellectual property, proprietary or privacy right of any person or entity. You hereby represent and warrant that you own or have properly licensed all the necessary rights to use the image(s) being reproduced on your card. You acknowledge and understand that copyrighted materials, per Canada & USA Copyright law do not have to bear a copyright notice in order to be protected by such laws. You also warrant and represent that no copyright notice has been removed or altered in any manner from any images or materials used in preparing your content for reproduction by APD. DO NOT send any "oneof- a-kind" transparencies, prints or artwork. Although we take every precaution to safeguard your materials, we are NOT responsible, financially or otherwise for loss or damage to customer supplied images or artwork.

The liability of APD, if any, for damages for any claim of any kind whatsoever regardless of the legal theory, with regard to any order placed by a customer shall not be greater than the total amount of fees payable by customer to APD for its products and services. In no event will APD be liable for any special, incidental or consequential damages or compensation, reimbursement or damages on account of the loss of present or prospective profits, expenditures, investments or commitments, whether made in the establishment, development or maintenance of business reputation or goodwill or for any reason whatsoever. You agree that any claim or lawsuit relating to this Agreement must be filed within one (1) year of date of the alleged breach by APD. You hereby waive any Statute of Limitations to the contrary.

5. Ownership & Limited Use:

By placing an order with APD, you: (i) represent and warrant that you have all necessary permission, right and authority to place an order with APD and; (ii) are authorizing APD to print such order on your behalf. Any images/graphics, text or other materials supplied to APD by the customer will remain sole property of the customer and the copyright thereunder has not been assigned or transferred in any manner to APD. However, any additional materials created by APD in the production of an order, (including but not limited to: typeset layouts, color scans, fonts, high resolution digital files etc...) are and shall remain the sole property of APD. Digital files of an APD assembled layout can be obtained upon customer's written request and by payment of the applicable fee for such files. These materials will NOT be sold or traded to any other party. APD reserves the right to distribute free samples of your completed cards to others. Customers can withdraw their order from being distributed as samples by sending a written request to APD at the following address: 820 Nipissing Road Unit 4, Milton, Ontario, Canada, L9T 4Z9, or by email to the following address: sales@apdprinting.com. Your images will not be used in any national advertisements or promotions without your prior written consent.

6. Mailing Services & Mail Delivery:

When utilizing our Mailing Services, APD shall only be liable to rectify errors to the extent of re-mailing a correction or corrected job as soon as possible, and allowable damages shall be limited to the total amount of fees payable by customer for the work performed. In no case will APD be liable for special, incidental, or consequential damages of any kind. APD's responsibility is limited to preparing your mailing and completing delivery to the Canada Post service. APD shall not be liable for Canada Poste performance failures or delivery delays. APD accepts no responsibility for any additional services performed outside of APD, including but not limited to additional ink jetting, bindery or mail delivery services. Any remaining customer cards not mailed through APD Mailing Services will be returned via UPS at customer's expense and shipped to the contact address on file unless otherwise specified by the customer.

7. Duplicate Removal:

Unless otherwise instructed, APD will remove duplicate names from all lists submitted for processing where the name and address match. No charge will be incurred for removing up to 100 duplicates within an entire list. Duplicate removals in excess of 100 duplicates will be charged at \$5 per 1,000 with a \$35 minimum. 100% accuracy of removal cannot be guaranteed due to data variances.

8. Miscellaneous:

Sections 5, 6, 8, and 11 of are hereby incorporated by reference as though fully set forth herein. Please read them carefully. You agree that any claim or lawsuit relating to this Agreement must be filed within one (1) year of date of the alleged breach by APD. You hereby waive any Statute of Limitations to the contrary.