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1. QUOTATIONS

Proposals and/or quotations and any contract contemplated thereby are only for work according to the original specifications and timing. If through Customer's delay, fault or change of mind, work is delayed or has to be done a second or more times, such extra delay and/or work will carry an additional charge at Printer's then current rates for the work performed and/or time consumed. In the event of mathematical, typographical or inadvertent error in any quotations and/or invoices, then appropriate adjustment will be made by the Printer as it might consider equitable in its sole discretion, it being understood that neither party intends to benefit from any such error.

Quotations are based on the current cost of raw material, labour, production expenses, overheads, interest rates and existing legislative enactments. In the absence of any written contract to the contrary, quotations are subject to change on account of these items subsequent to the time periods for which any quotation is valid. All quotations are also conditional on the availability of raw materials through Printer's regular suppliers. Should such raw materials not be available in a timely manner, then any quotation and any contract arising therefrom shall be null and void.

2. ORDERS

Customers shall furnish Printer with a purchase order or accepted quotation prior to commencement of Printer's work. Customer specifications must be comprehensive, complete and in writing. Any deviation from original specifications carries an implied understanding for revision of prices. Estimates and accepted orders are based on continuous and uninterrupted delivery of complete order unless specifications distinctly state otherwise. Orders and contracts received and accepted may be cancelled or changed by Customer only upon terms agreed to in advance by Printer and that will fully compensate for any loss to Printer.

3. EXPERIMENTAL WORK

Experimental or preliminary work for tests done at Customer's request or order, including without limitation, creative work, film output and assembly, electronic output, sketches, drawing, typesetting, composition, plates, presswork and materials shall be charged to and paid for by Customer at Printer's then current rates.

4. CUSTOMER MATERIALS

Customer shall in a timely manner furnish all material required for production according to Printer's request and specifications from time to time. All such materials supplied by Customer or its representative and not consumed in production will remain Customer's property, subject to Printer's lien for unpaid accounts as set out in paragraph 17 hereof. Notwithstanding the foregoing, all materials including without limitation, electronic and/or digital information created by Printer from Customer's materials or electronically sent to Printer for use in production will be the property of Printer. Estimates

for reproduction will be based on the form of Customer's original copy, be it manuscript, film or output from disk approved by Printer and are subject to re-estimating and price adjustment by Printer at time of submission of such copy (and testing thereof if appropriate) unless otherwise specified in writing by Printer.

5. PROOFS

Proofs in hard copy form may, in the sole discretion of the Printer and as part of its workflow, be submitted to Customer. Corrections, if any to be made therein are to be returned to Printer as soon as possible marked "OK" or "OK with corrections" and signed with the name or initials by Customer or its representative. If a revised proof is desired, request must be made when first proof is returned and will be subject to additional charge by Printer. Any such proof returned by Customer or its representative to Printer unsigned or not initialled shall be deemed to be approved by Customer. Printer may with Customer's agreement provide Customer with an electronic proof, in which case Customer shall indicate its approval or revisions thereto electronically or in writing without delay, otherwise approval shall be deemed to have been given. In the event of revisions and the production of additional electronic proofs there will be additional charges by Printer. No responsibility for error, quality or colour is assumed by Printer if work is performed as per any approved or deemed approved proof. If Customer chooses to bypass such approval of hard copy or electronic proofs, Printer will not be liable for any costs or damages whatsoever.

6. COLOUR PROOFS

Customer must supply to Printer on a timely basis a proof of a type and quality enabling Printer to establish colour, unless Printer expressly waives such requirement.

7. PRESS APPROVALS

Customer shall be responsible for making enquiries and monitoring when its job is on press. Unless otherwise expressly arranged with the Printer, Customer or its representative shall be present at the place and time of commencement of printing in order to provide a press approval of its product. In the event Customer or its representative does not so attend for whatever reason, then Printer shall be entitled to proceed with printing employing the then usual standards and practices prevalent in Printer's plant and Customer shall accept the quality and colour of the product produced. Presses standing or awaiting approval of Customer will be charged at Printer's then current rate for the time consumed.

8. ALTERATIONS

Customer's changes to any page or proof are subject to Printer's prevailing material and hourly labour charges. Changes should be clearly noted on proof or otherwise communicated to Printer in writing. Verbal communication to request change is purely at the risk of Customer. Printer is not responsible for change requests which may be late or not made in writing.

9. EXCESS SUPPLIES

In the event Printer has acquired paper and/or other supplies in anticipation of Customer's print schedule and Customer cancels any job or ceases to use Printer for any reason, then Printer at its option may require Customer to accept delivery and pay for such paper and/or supplies. Provided that if Customer fails to do so, Customer shall be responsible for all costs and damages incidental thereto.

10. LIABILITY

PRINTER WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF ERRORS BEYOND INVOICED VALUE OF THE JOB OR IF LESSER, THE PORTION THEREOF WHERE THE ERROR OCCURED, WHETHER SUCH ERROR IS DUE TO NEGLIGENCE OF PRINTER'S SERVANTS, AGENTS OR EMPLOYEES OR OTHERWISE AND THERE SHALL BE NO LIABILITY FOR FAILURE TO COMPLETE THE JOB OR ANY PORTION THEREOF BY ANY SPECIFIED TIME UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING. IN NO EVENT SHALL THE PRINTER EVER BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS OR FOR ADDITIONAL COSTS OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY ERROR BY THE PRINTER'S SERVANTS, AGENTS, EMPLOYEES, ANY PARTY FOR WHICH IT IS IN LAW RESPONSIBLE OR OTHERWISE. Customer assumes all responsibility for the contents of the material printed and all information provided to the Printer and agrees fully to indemnify Printer and save it and its directors, officers, shareholders, employees and any party for which it is in law responsible harmless from all civil and criminal liabilities including the legal costs resulting from the manufacturing and/or distribution of any order. Notwithstanding anything herein to the contrary, Customer shall be responsible for any costs, claims or losses of any kind whatsoever which arise from or through Customer's fault or delay and agrees fully to indemnify and save harmless Printer and its directors, officers, shareholders, employees and any party for which it is in law responsible in connection therewith including legal costs.

11. POSTAGE

Postage, postal cards and stamped envelopes, etc. requiring cash expenditure by Printer are subject to a handling charge.

12. QUANTITIES DELIVERED

Owing to manufacturing fluctuations, a variation of 3% either in excess or deficiency shall constitute an acceptable delivery, the variations to be charged for or deducted pro rata, as the case may be.

13. AGREEMENTS

All agreements made and anything arising therefrom are contingent upon press availability, strikes, fires, accidents, terms of any collective agreement, labour difficulties, equipment breakdown, unusual market conditions, electronic malfunction and network or Internet difficulties. In the event of any of the foregoing, Printer shall incur no liability whatsoever. In addition, all such agreements and anything arising therefrom are contingent upon any causes beyond Printer's control, in which event Printer shall incur no liability whatsoever.

14. CUSTOMER'S PROPERTY

Subject to paragraph 4 hereof, all Customer's property, including without limitation, any product manufactured and not shipped, film, disk, electronic information and/or any other material of any kind delivered to Printer for production of Customer's product that is stored with Printer is at Customer's risk, and Printer is not liable for any loss or damage thereto caused by fire, water, leakage, theft, Printer's negligence, electrical or power interruption, insects, rodents or any other cause whatsoever. If after 30 days Customer has not removed such property then Printer may dispose of the same without notice to Customer and have no liability whatsoever in connection with such property or the disposal thereof unless there is otherwise a written agreement executed by an authorised signing officer of Printer. In any event, Printer shall be entitled at its option to charge for storage at a reasonable rate set by the Printer.

15. DELIVERY OF PRODUCT

All shipments are FOB Printer's plant. Where delivery of printed product is arranged by Printer on behalf of Customer or is included in the quotation, Customer assumes risk of loss or delay in delivery. Customer clearly understands that Customer will claim against the carrier for any loss or damage in transit and any claim against Printer for delivery done by Printer itself will not exceed that available against a third party carrier. Customer acknowledges that it is the Customer's responsibility to secure insurance coverage for any damage to its product once it has left the Printer's plant and that such coverage will contain waiver of subrogation rights by the insurer against the Printer.

16. PRIVACY

Unless otherwise agreed, any information provided to printer by customer at an time shall be treated as confidential and in accordance with any applicable privacy legislation. Customer represents that with respect to any information delivered to Printer, Customer has complied with the requirements of all applicable privacy legislation or regulation, including without limitation, obtaining requisite consent from Customer's readers, advertisers, suppliers and /or third parties. Customer expressly agrees that such information and any information obtained by Printer from its usual credit enquires maybe collected, used and disclosed by Printer to authorized individuals or third parties in order to: (a) assess any application for credit; (b) provide Printer's services and products and related information to customer from time to time; (c) assemble and disseminate anonymous aggregate information; (d) satisfy any reasonable requirements of Printer's auditors or lenders; (e) enforce any of Printer's rights hereunder; and /or (f) comply with and applicable law or regulation. Customer shall be responsible for ensuring that any information on file is accurate and current. Customer may review such information or change or withdraw such consent to its collection, use and disclosure, all subject to reasonable notice, any legal or contractual restrictions and Printer's option then to modify and /or discontinue services.

17. TERMS

Customer agrees to complete Printer's standard credit application form and provide all information required thereby and authorizes Printer to conduct all of its usual credit enquiries. Any agreement arising from this quotation is conditional upon Printer approving Customer's credit rating in writing which condition may be waived by Printer in its sole discretion. Unless otherwise stipulated in writing by Printer, terms are for cash payable with order. All amounts due to Printer are to be considered situate and payable at Printer's office in Pickering, Ontario, Canada, or such other place as Printer may advise from time-to-time. In the event Customer has extended terms, then interest at the periodic rate of 1.5% per month which is an annual percentage rate of 18% will be charged on all amounts overdue. All claims for credits are to be made by Customer in writing within 7 days of shipping. Failure to make such claim within the stated period shall constitute Customer's irrevocable acceptance of product and admission of compliance by Printer. Customer shall not be entitled to any set-off, abatement or credit against any amounts due without the prior written approval of Printer and shall not delay payment of the same in any way pending the settlement of any claim for set-off, abatement or credit. In the event Customer is in default of payment to Printer then Printer shall have a lien against the product and/or any other property of Customer then in the possession or control of Printer. Printer may at its option upon 7 days written notice to Customer demand immediate payment of all amounts owing to Printer by Customer, whether such amounts arose from this quotation or otherwise and Customer shall then pay all such amounts to

Printer forthwith upon the expiry of such 7 days if;

- a) Customer fails to pay when due any amount owing to Printer;
 - b) an order is made or a resolution is passed for the winding up, liquidation, dissolution or amalgamation of Customer;
 - c) there shall occur at any time any act or event of bankruptcy or insolvency and/or Customer makes any proposal or any proceedings are commenced under any statute, law or regulation relating to bankruptcy, insolvency, liquidation dissolution or winding-up.
 - d) a receiver, custodian, liquidation, monitor or trustee or any party with similar powers is appointed for any property of Customer;
 - e) Customer ceases to use Printer for all or any of its publications and/or products for any reason whatsoever, including without limitation, the engagement by Customer of another printer or supplier; or
 - f) Printer in its sole discretion determines that it is insecure because of the condition, financial or otherwise, of Customer;
- No waiver, taking of security, extension, modification, delay or omission in the exercise or enforcement of any rights of Printer will be construed as waiver of such rights or remedies of Printer. Any rights or remedies of Printer hereunder are in addition to any other rights or remedies of Printer at law or in equity or by statute.

18) JURISDICTION AND VENUE

Customer agrees that any agreement arising from this quotation and any mutually agreed amendment thereto shall be governed and construed in accordance with the laws of the Province of Ontario, Canada and it is a term thereof that Customer has by engaging Printer expressly consented to the exclusive jurisdiction of Ontario Courts in dealing with any disputes or any other matters whatsoever arising between Customer and Printer.

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Web Offset may collect, use and disclose information of all kinds in order to assess a customer's credit application or standing and provide product, service and related information to customers. As well it may be used to assemble and disseminate anonymous aggregated information, satisfy any reasonable requirements of our lenders or auditors, enforce rights or comply with applicable laws or regulations. We accept any of the following as your consent to Web Offset's collection, use and disclosure of information, including Personal Information, for these purposes.

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- your submission of a completed application for credit;
- your oral or written acceptance of any quotation and our standard conditions of sale;

- oral consent when information is given personally or by telephone;
- your submission of information electronically;
- your use of our services or products.

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You may contact Web Offset regarding privacy matters by contacting us at:

1800 Ironstone Manor
Pickering, Ontario L1W 3J9
Attention: Privacy Officer

Phone: 905 831 3000 x280
Fax: 905 831 0314
Email: jpizale@ironstonemedia.com

Our website is www.ironstonemedia.com

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