



This agreement is entered into between Staples and the customer for the purpose of providing print products.

Billing Address

Cheryl Suggashie
NAN Legal
(807) 620-9253
csuggashie@nanlegal.on.ca

Pickup Location

STAPLES 37
767 Memorial Ave.
Thunder Bay, ON P7B 3Z7
(807) 343-2506

2022-07-28
BDP #: 8080383857

Salesperson

Hama Danesh
Account manager
(647) 964-1250
hama.danesh@staples.ca

| Description | Quantity | Unit | SKU | Amount |
|-------------|----------|---------|--------|--------|
| Design | 1 | 150.000 | 275809 | 150.00 |

Design for Newsletter Pages:32

Subtotal \$ 150.00

Proposal is valid for 30 days, prices are subject to artwork review. This proposal is governed by the General Terms & Conditions shown on the reverse side unless indicated otherwise. Applicable taxes extra.

Customer Signature Approval _____ Date _____

AM/BDM Signature Approval _____ Date _____



Staples Print & Marketing General Terms and Conditions

1. **Scope.** These General Terms and Conditions ("Terms") govern all "Products" Customer purchases from Staples pursuant to the attached "Proposal."
2. **Artwork.** Customer shall supply complete camera-ready black and white color-separated art or usable digital artwork. Image files shall be at least 300 DPI. Additional charges may apply for color separation or digital file alteration to enhance quality.
3. **Pricing/Proposal.** The Proposal shall expire 30 calendar days from the Original Proposal Date or, if shown, the most recent Revision Proposal Date unless extended by Staples in writing. A 5% overage/un-derage is acceptable, and will be considered as completion of order and invoiced accordingly. The price does not include any applicable taxes, unless specifically noted. Coupons must be presented at the store upon pick. Any alterations whatsoever to any order may require a modification in pricing. Prices include shipping unless otherwise stated in the Proposal. Staples' production times shall be stated in the Proposal, and commence once Customer provides proof approval. All prices are subject to artwork review.
4. **Approval.** Prior to manufacturing any Products, Staples shall submit to you samples or an appropriate proof of each item, for your approval of the Products. Staples shall not change previously approved Products without further approval by you.
5. **Production and Delivery.** Production times stated are in business days. All paper proofing and shipping lead times are in addition to stated production times. Proof time varies per product. Production time begins after receipt of proof approval. The completion time proposed is a good faith estimate of when the services will be completed and available for you. If Staples determines that it will not be able to meet the above estimate of completion, Staples will let you know the new anticipated completion time. Please make sure we have good contact information so we can let you know of any changes as soon as we can.
6. **Returns.** If you feel your order was produced incorrectly, please contact your store or account manager within 24 hours of your order date. If we determine there is a material or manufacturing defect with your order, we will accept your return and repay your freight costs. All claims for shortages, loss or non-delivery must be made within 10 days from the date of invoice. Claims for damages in transit must be made with the individual carrier when you receive the shipment, so please save all shipping cartons for inspection.
7. **Payment.** Unless otherwise stated in the Proposal, payment terms, if extended, shall be net 30 calendar days. Staples may charge interest on any past due payment obligation at 1.5% per month or the highest rate permitted by law, whichever is greater, until paid in full.
8. **Limitation of Liability.** With the exception of a party's indemnification obligations herein, neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof.
9. **Force Majeure.** Except with regard to payment obligations, neither party shall be liable for any delay in or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of any unit of government or governmental agency, or any other unforeseen circumstances or causes beyond the control of either party in the conduct of its business.
10. **Modifications/Integration.** Any modification of these Terms must be agreed to in writing by both Customer and Staples. These Terms, together with the Proposal, sets forth the entire agreement between the parties hereto, and supersedes all previous discussions and agreements with respect to the subject matter hereof. These Terms shall govern in the event of any conflict between the Proposal and any provision herein.
11. **Governing Law; Severability.** These Terms shall be construed in accordance with the laws of Ontario.
12. **Confidentiality.** The parties agree not to disclose any confidential information furnished by the other party, except as required by law.
13. **Assignment.** Neither party may assign its rights and obligations hereunder without the prior written consent of the other party, provided however that Staples may assign its rights and obligations to any Staples, Inc. affiliate, subsidiary or controlled entity.