

Terms & Conditions

1. Accuracy of Quotations and Validity

Quotes are based on client-provided specifications and may be revised if files differ or are more complex than expected. Surcharges apply for metallic or neon PMS colours, brass dies, heavy ink coverage, and similar items. Unless otherwise agreed in writing, all outside purchases as authorized by the client are chargeable. Quotes are valid for 30 days.

2. Under- and Over- runs

During production, additional books must be produced at every step to allow for set-up copies and spoils. At times, production issues result in fewer books being produced than ordered, but most often this results in more books being produced than ordered. Friesens bills for the actual quantity produced, which can be +/- 10% of the confirmed quantity. If an exact quantity is required, this must be clearly communicated to Friesens at the time of quotation, as guaranteed quantities will impact the unit cost of the books.

3. Taxes

Generally, books that are to be resold are exempt from provincial or state tax. For any product on which taxes apply, it is the responsibility of the client to pay such taxes. Canadian clients will be charged GST which they can claim as an input tax credit. Clients not located in Canada will be charged GST for goods and services provided and delivered within Canada. Clients located in the United States are required to provide Friesens with their IRS Number or Social Security Number.

4. Alterations and Corrections

Client alterations include all work performed in addition to the specifications outlined in the quotation. Friesens will charge for alterations and corrections at current rates.

5. Delivery and Storage

Unless otherwise specified, the price quoted is for a single shipment, without storage, EXW (Ex Works) Friesens loading dock (as defined by Incoterms). If additional shipments are required, Friesens will charge accordingly. Products are not insured in transit unless the shipping insurance option is selected in the quote. This insurance covers manufacturing replacement cost in case of total loss only. Any additional shipping insurance is the client's responsibility, regardless of shipping terms or arrangements. Shipping costs from the client or their representatives to Friesens are excluded unless specified. Friesens offers storage of finished goods upon request, with monthly fees for storage and order fulfillment. Liability for stored materials is limited to coverage under Friesens' Fire and Extended Insurance.

6. Production Schedules

Books are custom made per order, so delivery dates and production schedules cannot be guaranteed. Schedules depend on paper availability and supplier lead times for custom materials. When significant handwork is involved in a project, this can also affect the schedule. Friesens is not liable for delays, including those caused by late files, proof approvals, or missing shipping instructions from the client.

7. Order Acceptance

An order is only accepted once Friesens confirms it, either by notifying the client or by starting production. Cancelled orders require compensation for costs incurred and related obligations.

8. Proofing

Colour proofs are meant to simulate the final printed piece, but variations can occur due to differences in viewing conditions, equipment, paper, ink, and press conditions. Friesens does not offer discounts or reprints for minor colour shifts. In the event of significant variation Friesens will work with the client to remedy the situation. Friesens will not be responsible for production errors if proofs are not requested by the client, or if the work is printed with the client's approval. Friesens is not responsible for any errors, accidental damage, omissions, or extra costs resulting from faults in file transmission nor is Friesens responsible for the accuracy of the files. Until files are evaluated by Friesens, no claims or promises are made about our ability to work with files submitted. Press proofs are only provided if requested and will be supplied at an extra charge. For in-person press checks, Friesens includes 30 minutes for approval; extra time is billable. Clients are responsible for costs due to delays or changes made during a press check.

9. Quality of Printing and Binding

Friesens is committed to unsurpassed quality, but the mechanical nature of printing and binding can result in minor flaws (e.g. hickies, scuffs, dents, scratches, ink spots, marking, misregistration, etc.). Paper is sensitive to humidity and temperature changes, which can cause waviness, cover warp, or curl after leaving Friesens' climate-controlled facility. These natural and uncontrollable effects are not considered defects and do not qualify for credit or reprint. Certain design choices—like unlaminated covers, applying foil or UV near folds, and opting for non-scuff-resistant finishes—may also inherently impact quality. Credits or reprints are not issued for such imperfections that do not affect readability or user experience. Issues that may warrant credits or rework include bound books with missing or disordered content due to Friesens error. Clients are encouraged to submit files and ideas early to help ensure quality.

10. Claims & Governing Law

Claims for defects, damages, or shortages must be submitted in writing within 10 calendar days of delivery, or the job will be deemed accepted and all terms fulfilled. All agreements and claims are governed by the laws of Manitoba, and its courts shall have exclusive jurisdiction over any legal proceedings pertaining to the agreement.

11. Disclaimer of Implied Warranties

Friesens warrants only that the work will conform to the description contained in the client's purchase order. Friesens maximum liability whether by negligence, contract, or otherwise, will not exceed the amount specified in the contract. Under no circumstances will Friesens be liable for specific, individual, or consequential damages, including lost profits.

12. Client-Furnished Materials and Client's Property

Client-supplied materials are checked against delivery slips, but Friesens is not liable for discrepancies in quantity received vs. shipped. All materials, including paper, must meet Friesens' specifications and be ready for use without modification. Supplied components must be clearly labeled with book title and job number and securely skid-packed with corner protection. All client materials should be shipped to Friesens prepaid. If shipped from the USA, a commercial invoice must be included with the shipment for customs clearance purposes. If a city or address is listed on a customer-supplied cover or jacket, then "Printed in Canada" must be shown (not "Printed in USA"). Friesens carries fire and extended insurance

on client property in its possession, but Friesens' liability will not exceed the amount recoverable from the insurance.

13. Digital Asset Practices

Friesens archives all electronic material for a period of 7 years at no charge; however, Friesens cannot guarantee that these archived files can be retrieved or used in future printing. Customers should always keep a copy of their original files. All files submitted to Friesens should be clearly labeled and dated with relation to their use. Costs incurred for the use of outdated files will be the responsibility of the client. The setting and communicating of copyright guidelines and usage guidelines for original images or files are the responsibility of a client.

14. Copyright and Indemnification

The client warrants that all materials provided are free of third-party copyright infringement and acknowledges that the absence of a copyright notice does not guarantee reproduction rights. The client also affirms that no copyright notices have been removed. To support these warranties, the client agrees to indemnify and hold Friesens harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided. The client agrees to protect Friesens from economic loss and any other harmful consequences that could arise in connection with the work. This means that the client will hold Friesens harmless and save, indemnify, and otherwise defend Friesens against claims, demands, actions, and proceedings on all grounds. This will apply regardless of responsibility for negligence.

15. Personal and Economic Rights

The client warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The client will, at the client's sole expense, promptly and thoroughly defend Friesens in all legal actions on these grounds Friesens has, in its sole discretion, the right to refuse to print anything deemed illegal, libelous, scandalous, improper, or that infringes upon copyright law.