

## Yearbook Terms & Conditions

### 1. Editorial Content

Friesens does not exercise any control over and has no responsibility for the editorial content of the yearbook. The School agrees to hold Friesens harmless from any liability, action judgment or cost, including legal fees, whatsoever in connection with the content of the yearbook, including without limitation, any violation of copyright or proprietary right or any matter that is libelous.

### 2. Submission Deadlines

The School must meet submission deadlines set in writing with Friesens to allow sufficient time to produce the yearbook. If deadlines are not met or the material submitted is not to Friesens' production requirements, delivery of the yearbook may be delayed. Friesens shall have no responsibility for any such delay. If the School has missed a submission deadline and wishes to accelerate production at Friesens to achieve an important yearbook delivery date, it may request that Friesens nevertheless meet the delivery date subject to payment by the School of added overtime and other charges to meet such delivery date. Friesens will evaluate this request based on its production schedule and may or may not, at its sole discretion, be able to accommodate such a request.

### 3. Price Increases

Friesens may pass along price increases due to material and labour cost increases at any time during the life of the agreement. Any additions or changes to the yearbook from that shown in the quote, such as added pages, features, or colour, will increase the unit price of each yearbook, if all other specifications remain unchanged. Any reduction in the number of yearbooks ordered will result in a higher unit price per book, if all other specifications remain unchanged. Any such changes shall be determined by Friesens and paid by the School. Quoted prices do not include applicable taxes, shipping charges, and author's corrections at the proofing stage. These costs are to be paid by the School. The yearbooks shall be shipped FOB Friesens plant and shall be at the School's risk thereafter.

### 4. Order Acceptance

The School shall be deemed to have accepted the yearbooks as being in conformity with the terms of the Agreement unless written particulars of any deficiency are provided to Friesens within 15 days of delivery of the yearbooks. Friesens is not responsible for the print quality of any images not digitized by Friesens.

### 5. Cancelled Agreements

If the School cancels the Agreement for any reason, in addition to any other rights Friesens may have at law, the School shall pay Friesens 100% of any incentives received to enter the agreement, and for all work done to the date Friesens receives written notice of such cancellation, the value of such work to be determined by Friesens, in its sole discretion. Incentives have no cash value.

### 6. Payment Terms

Payment is due upon receipt of invoice. Interest on late payments shall be paid by the School at the rate shown on the Friesens invoice or at the highest rate allowed by law, whichever is lower.

## **7. Third Parties**

Although Friesens may work in conjunction with other businesses with respect to yearbook advertising, school photography, fundraising, or other yearbook related services or products, Friesens is not in partnership with any such business. The School's obligations shall be to Friesens and Friesens shall have no liability or responsibility for any other party.

## **8. Claims & Governing Law**

The parties hereby waive trial by jury with respect to any matter arising out of or pertaining to the Agreement. The Agreement shall be deemed to be made under and construed in accordance with the laws of the Province of Manitoba.

## **9. Disclaimer of Implied Warranties**

Friesens makes no representations or warranties except as may be expressly set forth in the Agreement.