

These Terms & Conditions are apart of all WYD Media Inc. Production Quotes and/or Client Approval via phone or e-mail. Together these documents shall form a binding contract.

Terms and Conditions of Order

By placing an order and any orders thereafter with WYD Media Inc, you agree to be bound by the following terms and conditions. You agree to accept all terms and conditions of this agreement and create a legally binding contract with WYD Media Inc for all services, and will be responsible for payment in full as outlined in this agreement. If you do not agree to these Terms and Conditions, do not place any orders with WYD Media Inc.

Printing and Cutting

WYD Media Inc. will reproduce colour from digital layouts as closely as possible, but cannot exactly match colour and density because of limitations in the printing process, as well as neighboring image ink requirements. The accuracy of each colour reproduction is guaranteed to be within 85-90% to the press match proof we offer. We accept no responsibility for color variations between submitted images and the actual artwork or product they represent. Any jobs that require emboss, foil stamping, Spot UV or die cutting can vary up to a 1/16 inch.

All files must have a 1/8" bleed all around. A \$25 fee may be charged to create a bleed if it has not been incorporated in your files. This fee is solely at our discretion.

Critical type or images must be at least 1/4" from the edge of the card. WYD Media Inc. is not responsible for type, art or images that are cut off if these guidelines are not followed. Furthermore, it is strongly suggested that you do not use a thin border around your artwork. This may cause an uneven frame around your card. If you desire to have a border, it should be at least 1/4" thick.

Color Matching and Proofs

To ensure proper colour matching customer must purchase a press match proof. Jobs without proofs will be printed following generally recognized industry standards. Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and completed job shall constitute acceptable delivery. Please note that your monitor's calibration affects what you see on your screen. The colors printed may differ from what you see on your screen. Please keep in mind that while we will try our best to match proofs WYD Media Inc. does not guarantee color matching.

Warranty

In the unlikely event that an error has occurred during the production of a particular job, WYD Media Inc. must be promptly notified of the problem. Claims for defects, damages, shortages must be made by the customer in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission the customer is in full compliance with the terms, conditions and specifications outlined herein. In the event of an error in printing, a determination will be made by WYD Media Inc. whether the defect is of such nature as to qualify for a discount or re-print. Our liability should be limited to reprinting of any defective order and in no case will include special or consequential charges, including expenses, rush shipping, profits lost due to damages. This guarantee applies only to defects in workmanship or materials. It does not cover defects in the files submitted or approved for printing. Over runs and under runs are not to exceed 10% of the order.

Promotion

Unless otherwise specified (in writing at the time the order was placed), WYD Media Inc. reserve the right to use any item produced by us for print or display promotion.

Payments

WYD Media Inc. accepts cash, money orders, certified/bank checks, and Paypal. Payment shall be whatever was set forth in the quotation or invoice. The person placing the order will be personally responsible for any outstanding debt owing. An additional \$25.00 fee will be charged for return cheques to original amount. As security for payment for any sum due or to become due under terms of any Agreement, WYD Media Inc. shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in WYD Media Inc.'s possession including work in process and finished work. Late payments are subject to 18% interest calculated daily commencing 7 days from the invoice due date.

Refund & Cancellations

Once an order has been received and has entered the production cycle, refunds are not allowed. No partial refunds given for work not completed. Customers requiring modifications to their order after viewing PDF proofs will be charged a \$25.00 fee. We urge clients to proof read all materials prior to submitting artwork and not to use our free PDF proof service as a way of checking final content. Customers wishing to cancel orders once PDF proofs have been generated will incur a mandatory \$50.00 fee. This fee is not negotiable and will be charged in full.

Materials

The customer certifies they own the rights to use the image(s), content, files, and any other materials provided to and for use by WYD Media Inc.

Shipping & Handling

Delays, damage or loss of packages during shipping are the sole responsibility of the carrier providing shipping services. WYD Media Inc. will not be held responsible for any delays, damage or loss of packages caused during shipping. WYD Media Inc. will not be liable for any claims of loss of business or damages due to shipping delays or damage.

Indemnification

The customer shall indemnify and hold harmless the printer from any and all loss, cost, expense, and damages (including court costs and reasonable attorney fees) on account of any and all matter of claims, demands, actions and proceedings that may be instituted against the printer on grounds alleging that the said printing violates any copyrights or any proprietary right of any person, or that it contains any matter that is libelous or obscene or scandalous, or invades any person's right to privacy or other personal rights, except to the extent that the printer contributed to the matter. The customer agrees, at the customer's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be brought against the printer, provided that the printer shall promptly notify the customer with respect thereto, and provided further that the printer shall give to the customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.