



## General Service Agreement

Between

\_\_\_\_\_ (“Customer”)

And

**Promotion Depot Inc. and Branded Promotions (“Vendor”)**

1. This Agreement will follow the pricing, deliverables, and timelines of the most recent quotation (s) provided (Order Forms) to the Customer. All invoiced amounts will be paid by the Customer no later than 30 days after the date of the invoice. The Customer confirms the accuracy of any contact information included in the Quote / Order Forms.
2. **Deposits:** Any up-front deposits listed in the quote must be paid to the Vendor before the commencement of any services; work performed in advance of such payment shall not be deemed to waive this term.
3. **Overdue Accounts:** A 1.5% per month (18% per annum, compounded monthly) interest will be charged on all overdue accounts. The Customer agrees to pay all legal fees and associated costs incurred for the collection of any overdue amount, including all (100%) costs of any legal action.
4. **Price Changes:** Some circumstances may lead to a price change, which will be communicated to the Customer in advance. The Customer will then have the option of either accepting the price change or canceling the still-unperformed part of the contract. In either event, the Customer shall still owe payment for the already performed part of the contract.
5. **Scope of Work:** The Vendor shall only provide the goods and services listed in the Quote. Unless explicitly included in the Quote, the Vendor shall not be responsible for any design, review (including proofreading and copy-editing), delivery, assembly, or installation of any goods or services.
6. **Subsequent Work:** The parties may, by agreement in writing, extend the scope of work to include additional work performed for an additional fee. If no new agreement is executed to cover such agreed-upon additional work, the terms of this Agreement shall apply instead.
7. **Ownership of Work:** All goods and services remain the property of Vendor until payment is received in full. Even after payment, the Vendor shall retain ownership of any intellectual property and tools created (such as logos, designs, tools, dies etc.) [collectively “Intellectual Property and Tools”], unless such ownership is specifically assigned to the Customer in the Quote.
8. **Defective Work:** If any goods or services provided by the Vendor are defective in any way, the Customer must immediately notify the Vendor of such defect. The Customer’s sole remedy shall be the repair or replacement of such goods, or (at Vendor’s option) the refund of their purchase price. In no event will the Vendor be liable for any incidental, consequential, or special damages of any kind, whether to the Customer or to any third parties, and the Customer will fully and promptly indemnify the Vendor for any such claims.
9. **Approval of Templates and Drafts:** The Vendor may ask the Customer to approve a template or draft copy before beginning mass production. The Customer approval of such templates and drafts shall be held to be a statement that such templates and drafts are defect-free, and the Vendor will not be held liable for any defects such templates and drafts are later found to contain.
10. **Disclaimers: 1)** The Vendor does not certify their goods or services as being fit for any particular purpose and offers no guarantees in respect of such goods or services. **2)** Any offered timelines provided are estimates only. Actual delivery times may vary. Delayed provision of information/materials/approvals by the Customer is particularly likely to affect timelines, as can supply chain disruptions such as emergencies, postal strikes, etc.



- 11. Customer's Certification:** The Customer certifies that it has full legal rights (including any required intellectual property rights, etc.) to any materials provided to the Vendor, and that their final use of the produced goods and services will be legal. The Customer will fully and promptly indemnify the Vendor for any damages or claims by third parties that are caused by the Customer's acts.
- 12. Confidentiality:** The existence and the terms of this Agreement, any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement, any information about each other's customers, suppliers, and service providers, and any Intellectual Property and Tools developed during the performance of this Agreement, will be considered Confidential Information. Each Party shall maintain confidentiality of all such Confidential Information and shall not use or disclose any Confidential Information to any third parties without the written consent of the other Party, except for the Permitted Uses listed below.
- 13. Permitted Uses:** 1) The party to whom any intellectual property and tools are assigned by this Agreement may use such Intellectual Property and Tools in any way that Party sees fit (including for other projects, other clients, etc.) 2) The Vendor may use the Customer's confidential information in any way reasonably necessary for the performance of this Agreement (such as by providing such information to actual and potential suppliers and service providers). 3) The Vendor may also use descriptions, pictures, and videos of the provided goods and services in its marketing.
- 14. Non-Solicitation of Vendor's Suppliers:** The Customer will not, directly or indirectly, obtain goods or services from the Vendor's agents, employees, suppliers, service providers, or any other party connected to the Vendor's, except through the Vendor. For greater clarity, this section is specifically intended to protect the Vendor's 'broker' position, as the Vendor's knowledge of the best suppliers and service providers in its industry is a major part of the value it provides to its clients. This clause shall begin operating upon the signing of this Agreement and shall cease operating five (5) years after the last delivery of goods or services to the Customer. This clause shall survive any termination or cancellation of this Agreement. If the Customer, or any party connected to the Customer, obtains goods or services from a party connected to the Vendor without going through the Vendor, the Customer shall immediately pay the Vendor 100% of the value of any such purchase order as liquidated damages for the breach of this term within two months of any such business activity.
- 15. General:** 1) This is the entire Agreement between the parties. There are no representations, collateral agreements, warranties or conditions affecting this Agreement, nor any implied agreements arising from it. 2) Any modifications to this Agreement must be made in writing and signed by both parties. 3) This Agreement is subject to the laws of Ontario, and any disputes arising out of this Agreement will be resolved in Ontario Courts. 4) If some part(s) of this agreement is found void or otherwise non-binding, that part(s) shall remain in force to the maximum permissible extent (where possible). In any event, the remaining provisions of the Agreement will remain active.

<b>For Customer:</b>	<b>For Vendor:</b>
Name (Print):	Name (Print):
Signature:	Signature:
Company Name:	Company Name:
Email & Telephone:	Email & Telephone:
Date:	Date:
_____ <i>Initial, I have the authority to bind the corporation</i>	_____ <i>Initial, I have the authority to bind the corporation</i>