# Sustana®

Clean materials within

# Standard Terms of Sale

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#### **Customer Service**

Canada 1 800 567-9872 CustomerServiceCanada@sustanasolutions.com FAX: 1 800 567-3297

USA 1 800 567-9872 CustomerServiceUS@sustanasolutions.com FAX: 1 800 567-3297

#### Security Papers, Canada and USA

1 800 567-9872 CustomerServiceSecurity@sustanasolutions.com FAX: 1 800 567-3297

#### Sample Department

Please contact your **Sustana** Sales Representative to get paper samples.

#### **Technical Department**

TechnicalService@sustanasolutions.com

#### **Return Address:**

Sustana 256 Jean-Baptiste-Rolland Blvd W. Saint-Jerome, Québec Canada J7Y 0L6

#### Accounts Receivable:

recevables.pa.stj@sustanasolutions.com FAX: 450 436.2437



## INTRODUCTION

The Standard Terms of Sale of Les Entreprises Rolland Inc. / Rolland Enterprises Inc. DBA Sustana include the following:

- Part I: General Terms and Conditions; and
- Part II: Customer Claims Procedure.

Sustana's product information, specifications, pricing and freight policy are set out in Sustana's Price List (the "**Price List**") that has been provided to you. Should you have any questions pertaining to the Standard Terms of Sale or the Price List, please contact your **Sustana** Representative (as defined below).

## PART I: GENERAL TERMS AND CONDITIONS

#### **1. DEFINITIONS**

Each of the following terms used herein shall have the respective meaning set out below:

"Agreement" means any agreement between the Customer and Sustana for the sale and delivery of the Products pursuant to an Order, the corresponding Order Acknowledgement and invoice(s), the Standard Terms of Sale, the Price List and any other documents agreed to in writing by the Parties;

"**Customer**" means the corporation, partnership, firm or other third party legal entity purchasing the Products from **Sustana**;

"Force Majeure" has the meaning given to it in Section 18 of the Standard Terms of Sale;

"Intellectual Property Rights" means, with respect to the commercially valuable and proprietary property of any person or entity, in tangible or intangible form, the rights of the person or entity in and to the commercially valuable and proprietary property, including: (a) patents, copyrights, trademarks, trade names, domain names, the goodwill associated with trademarks and trade names, designs, and patents; (b) rights relating to innovations, know-how, trade secrets, and confidential, technical, and non-technical information; (c) moral rights, mask work rights, author's rights, and rights of publicity; and (d) other industrial, proprietary and intellectual property related rights anywhere in the world, that exist as of the date of this Agreement or hereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not the rights have been registered with the appropriate authorities in accordance with applicable laws.

"Order" has the meaning given to it in Section 3 of the Standard Terms of Sale;

"Order Acknowledgement" has the meaning given to it in Section 3 of the Standard Terms of Sale;

"Non-Conforming Products" has the meaning given to it in Section 9 of the Standard Terms of Sale;

"**Packing Slip**" means the packing slip included by **Sustana** in any shipment of the Products to the Customer;

"Party" means either Sustana or the Customer and "Parties" means Sustana and the Customer;



"Price List" has the meaning given to it in the Introduction above;

"**Products**" means the **Sustana** product or products specified in an Order and confirmed in the corresponding Order Acknowledgement to be sold by **Sustana** to the Customer under an Agreement;

"Sustana" means Les Entreprises Rolland Inc./ Rolland Enterprises Inc.;

"Sustana Representative" means the Sustana sales representative or Sustana customer service representative designated to assist the Customer; and

"**Standard Terms of Sale**" means all Standard Terms of Sale set out in Parts I and II of this document entitled "Les Entreprises Rolland Inc. – Standard Terms of Sale" and that are applicable to the sale and delivery of the Products by Sustana to the Customer.

#### 2. GENERAL

Unless otherwise mutually agreed to in writing by the Parties, the Standard Terms of Sale and the Price List shall govern any Agreement between the Parties and shall apply to all Orders accepted by **Sustana** pursuant to an Order Acknowledgement. The Standard Terms of Sale and the Price List replace and shall prevail over any other terms and conditions (including any standard terms and conditions of the Customer included in an Order or incorporated by reference therein or any prior written or oral agreements between the Parties).

An Order, Order Acknowledgement, the Standard Terms of Sale, the Price List and any invoices issued to the Customer comprise the entire agreement between the Parties concerning each purchase of Products by the Customer from **Sustana** and there are no other oral or written agreements modifying any such Agreement. Any amendment to any Agreement must be mutually agreed to in writing by the Parties.

In the event of any inconsistency between the information contained in an Order and an Order Acknowledgement, the information set out in the Order Acknowledgement shall prevail.

#### 3. ORDER PROCESS AND ACCEPTANCE OF ORDERS BY SUSTANA

The Customer shall submit an order in writing to **Sustana** in accordance with the requirements of Section 13 of the Standard Terms of Sale which shall contain the following information:

- (i) the Products the Customer wishes to purchase;
- (ii) the quantity of the Products to be purchased by the Customer;
- (iii) the requested delivery date;
- (iv) the delivery location for the Products; and
- (v) the Customer's billing address, telephone number and e-mail address;

(collectively, an "Order").

All Orders must be accepted by **Sustana** in writing (each such acceptance, an "**Order Acknowledgement**"). An Order Acknowledgement sets for the estimated shipping date of the Products, last date of change (LDC - that apply to making and special orders if requested by the client), the pricing for the Products and the shipping terms applicable to the purchase of the Products. **Sustana** shall provide the Customer with an Order Acknowledgement in accordance with the requirements of Section 13 of the Standard Terms of Sale.



#### **4. PRODUCT PRICES**

Product prices established by **Sustana** in the Price List and Surcharge per product are subject to change without notice. **Sustana** shall honor the pricing for the Products corresponding to an active Order that has been confirmed with an Order Acknowledgement until all Products that are part of such Order have been shipped to the Customer.

#### 5. INVOICE WEIGHT - ROLLS

Where the Products include rolls, rolls shall be invoiced on the basis of the gross weight at the time of shipment to the Customer. Such weight shall include the actual weight of the paper in addition to the wrapper required for proper protection and the non-returnable cores.

#### 6. INVOICE WEIGHT - SHEETS

Where the Products include sheet paper, sheet paper shall be invoiced at the nominal weight and excludes wrapping materials such as ream wrap, cartons, frames, pallets or skids.

#### 7. TAXES

Applicable federal, provincial, state and local sales, use or other taxes, whether required to be paid by **Sustana** on its own behalf or on the Customer's behalf with respect to the Products sold or provided hereunder, shall be added to any price quoted or agreed to by **Sustana**, unless **Sustana** has expressly stated in writing that the price is inclusive of such tax.

#### 8. SHIPMENT AND DELIVERY TERMS

Delivery terms set out in the Price List are subject to change without notice.

Shipping dates set out in an Order Acknowledgement are estimates only and are not guaranteed by **Sustana**. Any information made available by **Sustana** to the Customer regarding anticipated delivery dates is an approximation only and remains subject to change.

Sustana shall select the carrier for the Products and the method of shipment.

**Sustana** shall cause the Products to be delivered to the delivery location indicated by the Customer in the Order using **Sustana**'s standard packaging methods.

**Sustana** may, in its sole discretion, without penalty or liability, cause partial shipments of the Products to be delivered to the Customer. Each such shipment shall constitute a separate sale and the Customer shall pay **Sustana** for the Products shipped, whether such shipment represents complete or partial fulfillment of the Customer's Order.

Unless otherwise agreed to in writing by the Parties and specified on the front of an Order Acknowledgement, all shipment of products shall be delivered F.O.B. **Sustana's** distribution centers, and title and liability for loss or damage thereto shall pass to Customer upon **Sustana's** delivery of the products to a carrier for shipment to Customer. Any costs incurred beyond those agreed upon as normal freight rates, pool truck charges shall be the responsibility of the customer, as detailed in this document.



Sustana shall promptly inform the Customer of any circumstances that it becomes aware of that may delay the delivery of the Products to the Customer.

**Sustana** shall not be liable for any expense, loss or damage resulting from deliveries that are delayed by the carrier for any reason, including as a result of accidents and stop-offs during transportation or by the shutdown of **Sustana**'s facilities for any reason, including but not limited to fire, shortage of power and unavailability of materials or supplies, or any other circumstances of Force Majeure.

#### 9. ACCEPTANCE OF PRODUCTS BY CUSTOMER UPON DELIVERY

The Customer shall be deemed to have accepted the Products delivered to the Customer unless a written notice is provided to **Sustana** (in accordance with Section 13 of the Standard Terms of Sale) within 20 of days of delivery of the Products. The notice must indicate that all or a portion of the Products delivered to the Customer do not conform to the specifications of the Products identified in the Order Acknowledgement and on the Packing Slip (collectively, the "**Non-Conforming Products**").

In the event that the Customer has provided such notice, **Sustana** shall, in its sole discretion, either replace the Non-Conforming Products with conforming Products or refund the Customer for the Non-Conforming Products, together with any reasonable shipping expenses incurred by the Customer. Upon receipt of such notice, **Sustana** shall communicate with the Customer in order to coordinate the collection by **Sustana** of the Non-Conforming Products or otherwise determine the applicable return procedure.

#### **10. CUSTOMER RETURN POLICY**

Sustana shall not be liable for any error made by Customer on order.

#### **Regular stock items**

In the event that Products ordered by or on behalf of the Customer need to be returned to Sustana, a 15% handling and restocking fee will be charged to the Customer in addition to shipping costs both to and from the Customer's location. The Customer shall notify Sustana in writing in the event that it intends to return any of the Products within 20 days from date the Products were delivered to the Customer. Any return must be saleable condition and approved by Sustana.

Sustana does not accept returns of Products that have been sold to the Customer on a customized or special-order basis.

#### **11. ORDER CANCELLATION**

#### **Regular stock items**

Except as otherwise provided herein, any cancellation of an Order must be requested by the customer, in writing, within one hour of **Sustana** delivering the Order Acknowledgement electronically to the Customer or one day after other delivery of Order Acknowledgement. If any rolls that are part of the Order are manufactured for a sheet order, the Order cannot be cancelled once **Sustana** has delivered the Order Acknowledgement to the Customer.



#### Customized or special-order basis

Any cancellation of Orders placed on a customized or special-order basis must be requested by the Customer in writing, within 24 hours of **Sustana** delivering the Order Acknowledgement electronically to the Customer.

#### 12. CLAIMS

For any claims by the Customer relating to a Non-Conforming Products such as error on Order, Product damage during delivery or performance of the Products, please refer to Part II of the Standard Terms of Sale for Claims Processing.

#### **13. NOTICES**

Each Party shall deliver all notices, requests, claims, demands, waivers and other communications under an Agreement (each, a "**Notice**") in writing and addressed to, in the case of the Customer, the billing addresses or e-mail address set forth in the Order and in the case of **Sustana**, the address set out in the Order Acknowledgement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section).

Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), electronically by facsimile or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

#### **14. PAYMENT TERMS**

Refer to indications on invoice for Payment Terms and discount, based on Agreement between Customer and Sustana.

On any invoiced amount that is not paid by the Customer when due, interest shall be charged to the Customer at a rate equal to the lesser of 1.5% per month (18% per year) or the highest permissible rate under applicable law.

**Sustana** shall have and retain a purchase money security interest in all Products sold to the Customer under an Agreement, and in all proceeds from the disposition thereof, to secure payment for the purchase price for all such Products, and the Customer agrees to cooperate with and assist **Sustana** in perfecting same. For Products sold in the Province of Quebec, **Sustana** will retain title and ownership to the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by the Customer and satisfaction of all other obligations of the Customer hereunder.

#### 15. CREDIT

All sales are subject to the approval of Sustana.

Sustana may cancel the delivery of the Products to be delivered pursuant to an Agreement by providing written notice to the Customer should Sustana consider the Customer's account to have unsatisfactory credit and Sustana may withhold shipments of the Products pending payment by the Customer of overdue accounts.



Sustana may require full or partial payment by the Customer prior to delivery of the Products in the event that, in Sustana's sole discretion, the financial condition and/or the credit quality of the Customer warrants such measures.

#### **16. WARRANTY**

Unless otherwise stated in the Order Acknowledgement or in writing by Sustana, Sustana warrants that the Products sold to the Customer shall be free from material defects in material and workmanship and conform in all material respects to the technical specifications set out in the Order Acknowledgement and such warranty shall not exceed twelve months from delivery, in compliance with the applicable technical specifications.

This warranty shall not apply to defects arising from or connected with the Customer's failure to use or maintain the Products in accordance with standard practices and shall not be applicable to defects arising from or connected with: (i) damage caused to the Products by vandalism, negligence or handling errors of the Customer, any third party or the Customer's end customer; (ii) intervention of third parties not associated with **Sustana**; (iii) use of the Products in an inappropriate way by the Customer or its end customer.

Sustana makes no other warranties or representations, express, implied (except title), statutory, arising by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose with regard to the Products sold hereunder. The Customer acknowledges that it alone has determined that the Products purchased hereunder will suitably meet the requirements of their intended use.

This warranty shall be limited, at **Sustana's** option, to the replacement or reimbursement of defective Products, with replacement Products to be delivered in accordance with the initial delivery conditions provided that the Customer complies with the provisions of Section 9 of the Standard Terms of Sale.

Any elements or features included in the Products that are manufactured by a third party are expressly excluded from this warranty and the applicable manufacturer's warranty will apply to any such elements or features of the Products.

#### **17. LIMITATION OF LIABILITY**

Sustana shall only be liable to the Customer for direct damages arising out of defects from the Products sold by Sustana. Sustana's liability for any legal claim, arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, replacement or use of the Products sold by Sustana hereunder shall in no event exceed the purchase price of such Products and also shall be limited to, at Sustana's option, replacing or issuing a credit or refund for that part of the purchase price of such Products which is allocable to the portion of the Products related thereto which give rise to such claim. No limitation or exclusion contained in the Standard Terms of Sale shall apply in cases of fraud or fraudulent misrepresentation or in cases of death or personal injury caused by the negligence of Sustana's liability.

In no event shall **Sustana** be liable to the Customer for damages for destruction of or loss to property, loss of use of the Products or any associated equipment, loss of production, revenue or profits, cost of capital, cost of substitute products, facilities or services, or for any other type of economic loss, or for any special, indirect and/or consequential loss or damage whatsoever whether suffered by



the Customer or by any third party, which arise out of or in connection with any Agreement between the Parties. This provision shall be effective without regard to **Sustana**'s performance or failure or delay of performance under any other term or condition of any such Agreement.

#### **18. FORCE MAJEURE**

**Sustana** shall not be liable or responsible to the Customer, nor be deemed to have defaulted or breached any Agreement between the Parties, for any failure or delay in fulfilling or performing any term of any such Agreement when and to the extent such failure or delay is caused by or results from Force Majeure. For the purposes of any Agreement between the Parties, "**Force Majeure**" shall mean any acts or circumstances beyond the reasonable control of **Sustana** including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to **Sustana**'s workforce), or restraints or delays affecting freight carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of **60** days, the Customer shall be entitled to give notice in writing to **Sustana** to terminate any such Agreement.

#### **19. TERMINATION**

In addition to any remedies that may be provided under the Standard Terms of Sale, **Sustana** may terminate the Agreement between the Parties by giving the Customer 10 days' prior written notice in the event that the Customer (i) fails to accept delivery of a shipment of Products in accordance with the terms of the Agreement, (ii) fails to pay any invoice from **Sustana** when it is due, or (iii) commits any other breach of its contractual obligations under the Agreement and does not cure the breach within 10 days of the Customer's receipt of written notice of such breach from **Sustana** or (iv) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

In the event of the termination of the Agreement for any of the above reasons, the Customer shall immediately pay to **Sustana** the amounts owing to **Sustana** for all Products produced and shipped by **Sustana** to the Customer prior to the effective date of termination of the Agreement pursuant to the forfeiture of the benefit of the term.

The termination of the Agreement shall not limit, impair or otherwise affect **Sustana's** right to recover damages from Customer or to exercise any other legal, contractual or equitable right or remedy available to **Sustana** on account of such breach.

#### **20. CONFIDENTIAL INFORMATION**

The Customer shall treat all confidential or proprietary information of **Sustana** disclosed to it by or on behalf of **Sustana** in connection with any Agreement between the Parties in strictest confidence, shall not disclose it to any third party, shall disclose it only to employees of the Customer that have a need to know such information in the performance of their duties in connection with any such Agreement, and shall use such information solely and exclusively in connection with any such Agreement.



#### **21. INTELLECTUAL PROPERTY**

Nothing in these Standard Terms of Sale shall serve to convey or transfer to the Customer or its affiliates or any third party any right, title, interest or license to any of **Sustana**'s Intellectual Property Rights or the Intellectual Property Rights of any third party, expressly or by implication unless otherwise specified in writing and agreed to by the Parties.

#### 22. COMPLIANCE WITH LAWS

The Customer shall comply with all applicable laws, regulations and ordinances. The Customer shall comply with all export and import laws of all countries involved in the sale of the Products under any Agreement between the Parties or any resale of the Products by the Customer. The Customer assumes all responsibility for shipments of the Products requiring any government import clearance. **Sustana** may terminate any Agreement between the Parties if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Products.

#### 23. NO WAIVER

No waiver by **Sustana** of any provision of an Agreement is effective unless explicitly set forth in writing and signed by **Sustana**. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from an Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

#### 24. ASSIGNMENT

The Customer shall not assign any of its rights or delegate any of its obligations under any Agreement between the Parties to any third party without the prior written consent of **Sustana**, which consent shall not be unreasonably withheld or delayed. Any assignment by the Customer except as permitted herein shall be null and void.

Sustana may assign any of its rights or delegate any of its obligations under any Agreement between the Parties to an affiliate or to any person or entity acquiring all or substantially all of the assets of Sustana upon written notice the Customer.

#### 25. NO THIRD-PARTY BENEFICIARIES

Any Agreement between the Parties is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Standard Terms of Sale.

#### 26. GOVERNING LAW

Any Agreement between the Parties shall be governed by the law of the Province of Quebec, Canada, without reference to its conflict of laws principles, and the Federal laws of Canada applicable therein. The Parties agree to submit any disputes under any Agreement to the court of competent jurisdiction of the District of Montreal, Province of Quebec. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to any Agreement between the Parties.



#### 27. SEVERABILITY

If any provision of an Agreement between the Parties is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

#### 28. LANGUAGE

The Parties have expressly requested that this Agreement between the Parties and any ancillary documents be drafted in the English Language. Les parties ont expressément exigé que toute convention entre les Parties et documents connexes soient rédigés en langue anglaise.



## PART II: CLAIMS PROCESSING

#### **CUSTOMER RETURN POLICY**

#### **NON-CONFORMING PRODUCTS**

 i) Customers are expected to keep paper that has been ordered in error. All requests to return a product must be submitted within 12 months of shipment, in accordance with Section 13 of the Standard Terms of Sale. Any returns must be in saleable condition and approved by Sustana Customer Service. RMA (Return Merchandise Authorization) will be issued by Customer Service in order to accept the return.

#### TRANSIT DAMAGE

- i) The consignee is responsible for inspection of goods received and for reporting damage to Sustana's Customer service. A signed statement of damage indicated on the Bill of Lading (BOL) and a picture must be obtained from receiver in order to claim against carrier. Transit damage to paper must be reported to Sustana Customer Service within 5 days of reception, in accordance with Section 13 of the Standard Terms of Sale.
- ii) Sustana will not be liable for extra transportation charges resulting from:
  - 1. Compliance with customer requests for a particular carrier or routing
  - 2. Customer's inability to accept regular over-the-road trailers
  - 3. Special services such as inside deliveries
  - 4. Detention, refusals, storage and delivery not caused by Sustana oversight or action.

#### Send to:

Canada: CustomerServiceCanada@sustanasolutions.com

US: CustomerServiceUS@sustanasolutions.com

Security: CustomerServiceSecurity@sustanasolutions.com

#### PERFORMANCE OF THE PRODUCTS CLAIM PROCEDURE

- i) The Customer must submit any complaints regarding the performance of the Products to **Sustana** in writing within one year of the shipment of the Products by **Sustana** from its facilities and no later than 30 days from the identification by the Customer of a problem to Technical Service at TechnicalService@sustanasolutions.com.
- ii) In order to allow Sustana to investigate any complaints, the Customer must immediately provide their Sustana Representative with a completed Customer Complaint Form (an example of which is attached hereto at Schedule A).
- iii) Claims handling procedures can be found on **Sustana**'s website at **sustanasolutions**.com



The information to be provided by the Customer to Sustana includes:

- a) Sustana order number, paper grade, size, and weight;
- b) The name of the Customer, printer and user;
- c) Complete identification of the Products (i.e. item(s) involved, including grades, inspection slips, carton identification numbers, skid numbers, and/or roll numbers and lot number);
- d) Press information; type, size, color units, sequence;
- e) Description of the exact nature of the problem;
- f) Description of where the problem occurs on the press and the dates and times of any such occurrence(s);
- g) If the problem identified is a wave or curl, please provide the following details:
  - the temperature and relative humidity of the plant;
  - whether the paper was flat when wrappers were removed;
  - whether the plant is equipped with air conditioning and humidifying equipment;

Sustana will not accept responsibility for problems arising from paper being stored or used in surroundings with uncontrolled humidity;

- h) Extent of complaint involvement in press time, paper loss, paper replacement, returns, etc.
- iv) The following evidence is required to be submitted to **Sustana** by the Customer in support of a complaint:
  - a) At least 15 consecutive sheets of printed and unprinted samples;
  - b) For "copier" complaints, at least 2 sealed reams of paper in addition to the printed samples;
  - c) For contamination/debris complaints, tape pulls showing debris. Tape pulls should not be affixed to paper samples. They should be attached to a mylar sheet. Also, submit at least 6 printed sheets that clearly show the print quality as a result of the contamination/debris;
  - d) Given that curl complaints do not ship well, provide a photo showing the curl in order to document curl issues. This can be submitted in addition to printed and unprinted samples. Ship samples flat and do not roll samples for shipping.
- v) Please refer to Schedule B and C attached here to for Evidence Requirements Checklist.
- vi) The documents and items outlined above must be sent to the following address:

Technical Service Center Sustana—Saint-Jerome Plant, 256 Jean-Baptiste-Rolland Blvd West Saint-Jerome, Québec J7Y 0L6

TechnicalService@sustanasolutions.com



- vii) SUSTANA WILL NOT HONOR CUSTOMER CLAIMS FOR THE FOLLOWING:
  - a) Press time or additional costs involved in the production process due to late deliveries. Estimated shipping dates are an approximation only, based on information available to Sustana at the time. Sustana does not guarantee delivery dates or times;
  - b) Quality issues related to conversion of the Products once these have left Sustana's facilities; and
  - c) Products that are utilized in a manner other than the purpose for which the Products were manufactured.
- viii) Sustana will endeavor to resolve all Customer complaints as swiftly as possible. If an invoice becomes due prior to the resolution of a complaint, the Customer shall pay the invoice in full when due. Customer debits issued prior to credit authorization by Sustana will not be honored.



# SCHEDULE A - CUSTOMER COMPLAINT FORM

This complaint form helps us expedite the claims process. Feel free to use your own form if it includes all information requested below. Attach any photos or other evidence that can help us diagnosis and prevent the problem in the future. **If the client has personalized complaint sheet, it may be used if all the below information is present.** 

#### CUSTOMER

Customer Name
Sustana Sales Rep
Merchant Name
Contact
Phone
Email
End User
Contact
Phone

#### **COMPLAINT DESCRIPTION**

#### STOCK

Product
Order #
Qty Shipped
Qty Rejected
Order #
Customer Complaint #
Invoice Number
Product
Order #

#### PICK-UP

CLAIM

Pick-up requested?	□ Yes	
Address		
Qty Returned		
# of Rolls		
# of Sheets		
# of Cartons		
Total Weight		
Contact		

#### PRESS

Signature

Digital Model:		
Offset Model:		
Commercial		
	Sheet Fed	Web
Dimensions		
Units		
Fountain Solution PH		
Conductivity		
Alcohol %		
Humidity controlled plant?	🗆 Yes 🛛 No	

# Qty\$Sub-TotalStock Cost---Other Costs\*---Total Cost---\*Please describe the<br/>other costs included---\*Please describe the<br/>other costs included---\*Internet----\*Internet</

Date



# SCHEDULE C - EVIDENCE REQUIREMENTS CHECKLIST - WEB

WEB	Blanket / Plate Blinding Scumming Smashed Tinting Wear	Delivery Cracks Curl/ Waves Offset Tears	<b>Drying</b> Blistering Marking Offsetting Transit	Ink / Water Blinding Piling Scumming Tinting	<b>Mottle</b> Absorbtion Surface Trap Water	Runnability Off Round Rolls Register Splices Web Breaks	<b>Stability</b> Baggy Rolls Delamination Wavy Wrinkles	Stock Linting Picking Piling
Information required by Sustana Sustana order, roll labels or roll label photos. Press type, speed (with all corrective action done including adjustments). Ink sequence, blanket type, press room conditions with temperature and RH %.	x	x	x	x	x	x	x	x
Fountain Solution Use sealable plastic container to gather samples of tap water and fountain solution. Record manufacturer, pH and conductivity levels present while defect occurred.		x	x	x	x			х
Ink Samples Collect 4-6oz of all 4/C and spot colors used. Place in a sealable plastic container labeled with manufacturer, ink and lot number. Please indicate the manufacturers tack specifications. Note color sequence.		x	x	x	x		x	х
<b>Original Defect on Printed Paper</b> Collect samples that clearly show evidence of the problem. Roll up 4 to 5 feet of stock from the same roll before and after defect. Place in a tube for protection.	x	x	x	х	х	x	x	x
<b>Oven/Chilling Information</b> Document press speed, length of oven, number of (units) and their respective temperatures. Also gather the chill rolls temperatures as well as the paper's surface temperature when leaving the oven.		x	x			x	x	
<b>Tape Pulls</b> Suspect materials have to be removed from the plate and blanket. Use clear adhesive to collect, then place on acetate. Please do not adhere tape pulls to paper. If slitter dust is suspected, wipe off the side of the skid with a black cloth and seal it in a plastic bag.	x			x				x
<b>Unprinted Paper</b> Gather 12 ft from the same roll presenting the defect. Write the roll ID on the sample. Do not fold the sample. Roll the paper and place it in a tube for protection.	x	x	x	x	x	x	x	x



## SCHEDULE B- EVIDENCE REQUIREMENTS CHECKLIST - SHEETFED

SHEETFED	Bindery Cracking Scoring Tearing	Blanket / Plate Blinding Scumming Smashed Tinting	Drying / Setting Ghosting Offsetting Rub	Mottle Absorbtion Surface Trap Water	Stability Baggy Delamination Wavy Wrinkles	Stock Linting Picking Piling
Information required by Sustana Sustana order, carton labels and / or carton label photos. Press type, speed (with all corrective action done including adjustments). Ink sequence, blanket type, press room conditions with temperature and RH %.	x	x	x	x	x	x
<b>Fountain Solution</b> Use sealable plastic container to gather samples of tap water and fountain solution. Record manufacturer, pH and conductivity levels present while defect occurred.		x	x	х		x
Ink Samples Collect 4-6 oz of all 4/C and spot colors used. Place in a sealable plastic container labeled with manufacturer, ink and lot number. Please indicate manufacturer tack specifications. Note color sequence.		x	x	x		x
<b>Original Defect on Printed Paper</b> Collect samples that show evidence of a problem. Assemble 10 to 12 consecutive sample sheets of the problem. Some samples of before and after the problem. Indicate or encircle the problem on the sheets. SHIP FLAT.	x	x	x	x	X	x
<b>Drying Information</b> UV or Conventional curring.		Х	X	х	х	x
Tape Pulls   Suspect materials have to be removed from the plate and blanket. Use clear adhesive to collect, then place on acetate. Please do not adhere tape pulls to paper. If slitter dust is suspected, wipe off the side of the skid with a black cloth and seal it in a plastic bag.						x
<b>Unprinted Paper</b> Gather at least 15 consecutive sheets of the same lot in question and keep stapled together for sequence. Please SHIP FLAT.	x	x	x	x	x	x

