



Avery Dennison Compliance Express

Compliance Express Customer Authorization Form – v 6	
Retailer Name:	
Factory Number:	
Company Name:	
Contact Name:	
Address:	
City:	
State:	
Zip/Postal Code:	
Country:	
Phone:	
FAX:	
E-Mail:	
<p>Please provide individuals of the following companies with a User ID and Password to allow access to the Avery Dennison Compliance Express WEB application. In signing this request form, the customer agrees that all orders are subject to Avery Dennison's Standard Terms and Conditions of Sale which are attached hereto and incorporated herein by reference. Customer assumes full responsibility for the accuracy and content of the information entered. The sole and exclusive remedy of customer for any reason shall be replacement of material. In no event shall Avery Dennison be liable for indirect, incidental, special, or consequential damages of any kind.</p>	
Customer Signature:	
Date:	
<p><i>Once your application is processed, you will be contacted by Customer Service via email with the necessary information required to set-up your online log-on for Compliance Express</i></p>	
<p>To expedite set-up you may first fax the signed form and then mail the original to Avery Dennison</p> <p style="text-align: center;">US FAX: (508) 383-5024</p>	<p>HK Mailing Address: Avery Dennison Information and Brand Management Division No. 7 Chun Ying Street, Tseung Kwan O Industrial Estate, New Territories, Hong Kong</p> <p>US Mailing Address: Avery Dennison Attn: Compliance Express Web Registration 7 Bishop Street - Building 6 Framingham, MA 01702</p>
**Internal Use Only:	
Organization Number:	
Customer Number:	
Bill To:	
Ship To:	
Date Sent:	



**AVERY DENNISON RETAIL INFORMATION SERVICES
TERMS AND CONDITIONS OF SALE**

TERMS:

Net thirty (30) days from date of shipment.

PRICES:

All prices are F.O.B. plant location. Orders will be billed at prices in effect on date of order acknowledgment. All prices are subject to change without notice and shall be increased by the amount of any taxes levied. Orders for smaller quantities than those originally quoted shall be filled at the corresponding price for such quantities based on Avery Dennison's current list price.

QUANTITY PRICE:

Quantities of various sizes of tags, tickets, or labels may be grouped in accordance with instructions contained in Avery Dennison's current price lists.

TAXES:

The amount of any present or future federal, state, or local taxes required to be collected or paid by Avery Dennison will be added to the price and paid by the purchaser. In jurisdictions with applicable tax exemptions, taxes shall be charged and collected until an appropriate certificate of exemption is presented to Avery Dennison.

SHIPMENTS:

Dates of shipment set forth in the order are estimates only and subject to change. Avery Dennison shall not be liable and assumes no responsibility for any loss or damage sustained by purchaser due to Avery Dennison's inability to meet any specified delivery date.

CUSTOM ORDERS:

Price quotations for custom orders are based on work performed in accordance with original specifications. An original and one copy of the sketch will be submitted to purchaser. The copy shall be returned within two (2) weeks marked "okay" or okay with corrections" and signed or initialed by purchaser's authorized representative. A request for revised sketches must be made when the sketch is returned. Avery Dennison shall not be responsible for errors if work is produced in accordance with purchaser's corrected sketch. Any extra work resulting from printing plate modifications or changes in original specifications made at purchaser's request shall be charged at Avery Dennison's current rates for such work. No delivery date will be scheduled until receipt of purchaser's corrected sketches and order.

COLOR MATCH:

Colors on tag, ticket and label orders shall be standard Avery Dennison colors. Exact color duplication is not guaranteed. Reasonable color variations between sketches and delivered tags, tickets and label shall not be grounds for rejections and constitutes compliance with the contract order.

EXPERIMENTAL WORK:

Experimental work performed at purchaser's request, including but not limited to sketches, drawings, composites, plates, presswork, and materials shall be charged at Avery Dennison's current rates for such work.

OVER/UNDER RUNS:

Delivery and billing of up to ten percent (10%) more or less than quantities ordered shall constitute filling the order under trade practices. Prices shall be increased or decreased proportionally, based on Avery Dennison's current list price.

PREPARATORY CHARGES:

Purchaser shall be charged for artwork, printing plates and dies at Avery Dennison's cost. All such charges shall be invoiced with first shipment, unless otherwise agreed. Artwork, printing plates and dies shall remain the exclusive property of Avery Dennison and be retained for a period not to exceed two (2) years following date of shipment.

ACCEPTANCE:

All orders are subject to acceptance by Avery Dennison.

RISK OF LOSS:

Risk of loss or damage to tags, tickets and labels shall pass to purchaser upon delivery to a common carrier for shipment.

WARRANTY:

All tags, tickets and labels manufactured by Avery Dennison are warranted to be free from defects in workmanship and material for a period of sixty (60) days from date of shipment. During the warranty period, Avery Dennison shall, at its option, replace any tags, tickets and labels shown to Avery Dennison's reasonable satisfaction to be defective at no expense to purchaser or refund the purchase price. The forgoing remedies shall be the purchaser's sole and exclusive remedies under this warranty or otherwise. THIS WARRANTY IS IN LIEU OF AND AVERY DENNISON SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF PURPOSE.



LIMITATION OF LIABILITY:

Avery Dennison's liability under its warranty or otherwise shall in no event exceed the purchase price of the tickets, tags and labels and Avery Dennison shall not be liable for consequential damages.

FORCE MAJEURE:

Avery Dennison shall not be responsible for delays or changes in shipment schedules or failure to deliver caused by accident, fires, floods, earthquakes, labor disputes, government regulation, shortage of materials, embargoes, insurrection, riot, civil commotion, war, act of God, or any cause or contingency beyond its control.

CANCELLATIONS:

Orders regularly entered cannot be canceled except upon terms that will fully compensate Avery Dennison against loss.

RETURN OF PRODUCTS:

Tags, tickets and labels may be returned only with Avery Dennison's prior written approval, in accordance with the warranty provisions set forth above.

ENTIRE AGREEMENT:

This agreement contains the full and complete understanding between purchaser and Avery Dennison and supersedes all prior understandings, either written or oral, and cannot be modified except by a written instrument signed by both.

**Avery Dennison Compliance Express
Terms and Conditions of Use**

The following terms and conditions govern the use by Customer of Avery Dennison's Compliance Express service (the "Service"):

1. Access. During such time as Customer has access to the Compliance Express Web Site, Customer may also have access to the Service, subject to the conditions set forth herein. The Customer's access to the Service is accomplished through the use of a user identification number and a password which will be issued to the Customer. Customer is responsible for maintaining the security and integrity of the password and to prevent unauthorized use. Customer agrees to notify Avery Dennison promptly of any unauthorized use of the Customer's password and Customer will remain liable for any orders placed or actions taken through the Site or using the Service until the Customer notifies Avery Dennison of the unauthorized use of the Customer's password or registered user account.

2. Acceptance. The Service, including any materials on the website through which the Service is offered (the "Site") is provided by Avery Dennison as a customer service and in order to facilitate the integration of a supply chain encompassing retailers, vendors and manufacturers of various goods. By downloading, viewing, copying, printing or otherwise using any part of the Site, by becoming a registered user, by signing this Agreement, or by using any of the Service, the Customer shall be deemed to have accepted the terms and conditions set forth herein.

3. Registration Data. The Customer shall provide Avery Dennison with accurate, complete and updated contact information pertaining to the Customer as required from time to time by Avery Dennison. The Customer further agrees to promptly notify Avery Dennison of any change in such contact information.

4. Fees and Access Expenses; Term; Terms and Conditions.

(a) If pricing and/or access fees are payable by Customer for access or use of the Services, such will be specifically itemized and set forth subject to Customer approval. Avery Dennison reserves the right to adjust such pricing, fees and expenses periodically. The Customer will also be responsible for the payment of the purchase price applicable to any goods purchased by the Customer through the Site or using the Service. If the Customer fails to pay any fees or charges when due hereunder, in addition to any other remedies Avery Dennison may have in law or equity, Avery Dennison may immediately suspend or terminate the Customer's access to the Site or the Service. The Customer shall be responsible for the provision of all equipment and pay for all telephone and other charges necessary to access the Site. Avery Dennison may at any time change any provisions of this Agreement or the attached fee schedule. If any change is unacceptable to the Customer, the Customer may cancel this Agreement but will remain liable for any outstanding fees.

(b) Any sales by Avery Dennison effected using the Service or the Site shall be subject to Avery Dennison's Standard Terms and Conditions of Sale, a copy of which is incorporated by reference into this Compliance Express agreement. These Standard Terms and Conditions of Sale shall be expressly subject to the terms of this Agreement.

5. Copyright. All materials on the Site, including text, graphics, logos, icons, images, audio files, video files, interfaces, site design, and the selection and arrangement of such materials, are the property of Avery Dennison or its content providers, and are protected by U.S. and international copyright laws. The compilation of all the content on the Site is the exclusive property of Avery Dennison and is also protected by U.S. and international copyright laws. The Customer may download, view, copy, and print the materials on the Site for personal, informational, non-commercial, internal use only, provided that the Customer does not remove or alter any trademark, service mark or logo, or any copyright or other proprietary notices. All rights not expressly granted in this Agreement are reserved.

6. Trademarks. The trademarks, service marks and logos used on the Site and in connection with the Service (the "Trademarks") are registered or unregistered Trademarks of Avery Dennison or others. Nothing on the Site shall be construed as granting (by implication, estoppel, or otherwise) any license or right to use any Trademark without the prior written consent of Avery Dennison or any third party that owns a Trademark displayed on the Site. In particular, Avery Dennison prohibits the use of any Trademark as a link to the Site or any other site.

7. Links to Other Sites. As a convenience to users, the Site may contain links to non-Avery Dennison sites. Avery Dennison has no control over and accepts no responsibility for the content or performance of non-Avery Dennison sites, and a link to a non-Avery Dennison site does not mean that Avery Dennison endorses or makes any representations about that site, its performance, its content, its owner, or its owner's products or services.

8. Submissions. Avery Dennison will use commercially reasonable efforts to maintain the confidentiality of any information or communication transmitted or posted to the Site (including data, suggestions, and comments) by a Participant (a "Submission"), except to the extent that such Submissions are disseminated through the intended commercial operation of the Site or Service. Avery Dennison shall not be liable for any disclosures of Submissions due to (a) the unauthorized use of or access to the Site or Service, or (b) malfunction or viruses affecting the Site or Service.

9. Applicable Laws. The use of the Site or the Service and any claim relating to the Site or the Service or to any transaction between Avery Dennison and the Customer including but not limited to this Agreement shall be governed by the laws of the State of North Carolina, U.S.A., and the parties hereby submit to the jurisdiction of the courts in the State of North Carolina, U.S.A.

10. Disclaimer of Warranty. The information contained on the Site may contain technical inaccuracies or typographical errors, including information as to the price, availability, specifications or performance of products. Avery Dennison does not warrant or represent that the information contained on this Site or provided through the Service is accurate, complete, or current. Avery Dennison does not adopt any warranty or representation made by any supplier of products, services or information available through the Site. Avery Dennison assumes no responsibility, and will not be liable for, any damage to, or viruses or other disabling code that may infect, any computer equipment, software or other property as a result of downloading, viewing, or otherwise using the Service, the Site or any of its content, or any sites to which the Site contains a link, or their content. **THE CUSTOMER'S USE OF THE SERVICE, THE SITE AND ITS CONTENTS, OTHER SITES TO WHICH THE SITE CONTAINS A LINK, AND THE PRODUCTS AND SERVICE ORDERED THROUGH THE SITE, IS ENTIRELY AT CUSTOMER'S RISK. THE SERVICE, THE SITE, ITS CONTENTS, AND THE PRODUCTS AND SERVICES ORDERED THROUGH THE SITE, ARE PRESENTED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY STATED IN THIS SECTION. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, AVERY DENNISON EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, WITH RESPECT TO THE SERVICE, THE SITE, ANY SITE TO WHICH THE SITE CONTAINS A LINK, AND THE PRODUCTS AND SERVICES AVAILABLE THROUGH THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF**



CERTAIN WARRANTIES; IN SUCH JURISDICTIONS, WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Limitation of Liability. IN NO EVENT SHALL AVERY DENNISON OR ANY OF ITS DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, OR ATTORNEYS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, SUFFERED AS A RESULT OF (1) DOWNLOADING, VIEWING, COPYING, PRINTING, DISTRIBUTING, MODIFYING, RELYING UPON, OR OTHERWISE USING OR BEING UNABLE TO USE ANY PORTION OF THE SERVICE, THE SITE OR ANY SITE TO WHICH THE SITE CONTAINS A LINK, OR (2) THE USE, THE PERFORMANCE, THE QUALITY, OR THE UNAVAILABILITY OF ANY PRODUCT OR SERVICE PURCHASED OR OFFERED FOR PURCHASE THROUGH THE SITE, INCLUDING ANY BUSINESS INTERRUPTION, WORK DELAY, OR LOSS OF DATA, PROFITS, REVENUES OR OTHER ECONOMIC ADVANTAGE, WHETHER SUCH DAMAGES ARE CLAIMED UNDER CONTRACT, IN TORT, OR OTHERWISE, AND EVEN IF AVERY DENNISON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES; IN SUCH JURISDICTIONS, LIABILITIES ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Company: _____

Signature: _____

Date: _____