

Terms & Conditions - Overprinting

Definitions

"The Company" means Victor Stationery. Printing supplied and distributed by Victor Stationery.

"The Customer" is the Company or person who is purchasing goods from the Company.

"Carrier" means any person or business contracted by us to carry Goods from us to you, whether all or part of the distance.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

"Our Website" means the entire computing hardware and software installation that is or supports Our Website/s.

"Goods" means any of the Goods we offer for sale.

These terms and conditions are agreed to by the Customer upon placing an order with the Company.

Pricing and Acceptance of Order

Pricing is set out at the point of order. If your design is being created by us, then files (images) and text must be provided when requested. We can accept artwork in the following formats: .jpg, .png, .gif, .eps, .svg, .ai and .pdf. Images should have a resolution of 300 x 300 dpi.

If the Company's costs increase due to a factor beyond our control, we can increase the price prior to delivery. The Customer will be informed prior to delivery. Unless otherwise stated all prices include packaging and delivery fees to one address in the selected country. All prices are exclusive of VAT, other taxes and other levies that are imposed or charged by local and national authorities.

If we are unable to accept an order we will inform the Customer in writing. Reasons include but are not limited to: the Company may be unable to meet the Customer deadline, the Company's ability to purchase raw materials or stock related issues, error in uploaded files.

Proofs and Proofreading

It is the responsibility of the Customer to fully check their final design before completing their order.

If the Customer has requested for the Company to make any changes to their work, it is still the responsibility of the Customer to fully check the design before completion. The Company will not be responsible for checking for layout, spelling or grammar errors, even if made by us.

Unless the Customer has paid for a proofreading service the Customer will be responsible for checking for any errors in layout, spelling and grammar.

Please note the following:

- You are responsible for the quality of the artwork imagery you provide.
- We will supply your goods in the form you approve.
- Once you sign off on a proof, no further change to your artwork is possible.
- We are not responsible for any errors which you do not identify in writing at the time you give your approval.

Refund Policy

Overprinted products are made to order and customised according to each Customer's specific requirements; as such, we are only able to accept returns where items are faulty or damaged. Please note that faults do not include printing errors resulting from incorrect or incomplete artwork provided by the Customer. It is the Customer's responsibility to ensure that all artwork submitted meets the required specifications. Any faulty or damaged items must be reported within 14 working days of delivery. If you believe your order is eligible for return, please contact us and we will advise you of the appropriate procedure to follow.

Copyright and Content

The original creator of any images provided to us will remain the copyright owner. It is the Customer's responsibility to ensure that they own the intellectual property rights or have been granted the appropriate licence for any content and images printed on the books they order from the Company.

The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of, or in connection with, any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our printing of your work/order.

At our discretion, we shall not print any material which we consider illegal or libellous, morally offensive or politically extreme and you shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us for the printing of any such material.

If the Customer requests printing in any other language other than English then you shall ensure that the content complies with content legality, and if requested provide a summary of its content.

VAT

VAT will be charged at the point of invoice.

Turnaround Times

All turnaround times quoted by the Company are estimates only. The Company will make every effort to adhere to estimated turnaround times, but these are a guide. The Company will not be held liable for refunds or any Customer losses due to orders being delivered outside of the estimated turnaround times.

Delivery

Delivery will be made by parcel or pallet courier depending on the size of the order. The Company will at its discretion select which service to use at point of dispatch. Where able the Company will make available tracking information to the Customer.

The Company cannot be held liable for any delays due to a third-party delivery service.

Delivery to one address will be included in the cost of the order. All delivery costs to be paid at the point of order.

Inspection and Acceptance of Orders

The Customer shall inspect the order upon delivery. If the order has any defects, damage or shortages the Company must be made aware of this within 14 days of delivery. If the Customer does not inform the Company of any defects, damage or shortage within 14 days the order will be deemed as accepted by the Customer.

If the Customer identifies any defects, damage, or shortage and notifies the Company within 14 days of delivery, the Company will investigate the matter. For the purposes of this clause, defects shall not include any printing errors or issues arising from incorrect, incomplete, or non-compliant artwork supplied by the Customer. The Customer is responsible for ensuring that all artwork submitted meets the Company's required specifications. The Customer must allow the Company reasonable access to collect and inspect the goods as part of the investigation process

If the defects, damage or shortage is the error of the Company we will rectify the issue by either repair, reprint or refund. Any reprints will be subject to our current turnaround times and cannot be expedited. The Company will only be liable for the price of the order as set out in our liability.

Upon investigation the Company will not be liable or under further obligation in relation to defects, damages or shortages that:

- you have failed to inform the Company within 14 days as set out above
- are within the Company's accepted tolerances set out in the clause below.
- arise when the order is in the hands of a third-party courier
- arise from general wear and tear of the goods
- arise due to mistreatment or alterations of the goods by the Customer
- the Customer chooses to make further use of the goods after giving notice of the error to the Company
- rise due to the Customer not following the Company's advice on suitable storage of goods

Our Liability

The Company will be liable for the purchase price of products that result from our error. In no circumstances will the Company be liable for any of the following (even if such losses result from the Company's error):

- loss of income or revenue
- loss of business
- loss of profits

- loss of anticipated saving
- waste of management or office time.

Accepted Manufacturing Tolerances and Differentiations Clause

Within the manufacturing process the Company has certain tolerances. Upon accepting these Terms and Conditions the Customer accepts that a product will not be classed as defective if any errors fall within these tolerances.

1. Colour variation During the manufacturing process the Company uses various printing machines, paper stocks and ink types. White will appear clear for printing purposes and be transparent on printing.

Slight colour variation from proof to final print is deemed acceptable by the Company; by agreeing to these Terms and Conditions the Customer agrees to this. If the Customer finds a job to be defective due to colour variation this will be investigated by the Company. Slight colour variations will be seen as acceptable and the Company will not be liable to reprint or refund the order.

If the Customer places a reorder of a previous order the Company cannot guarantee the colour will reproduce as it did on the previous order. From time to time the Company will upgrade machinery and raw materials, this may result in colour variations.

2. Product size and margins – The Company and Customer accept a tolerance in the manufacturing process. This means that the finished product may vary from the artwork in size and artwork placement depending on which book is being overprinted.

3. Solid or block colours – The Company will make every effort to reproduce solid colours as they appear on screen. However, the Company will class slight streaking to be acceptable and the job will not be classed as defective.

4. Customer accepts a tolerance of 5% loss of the quantity for finished volumes due to waste.

Where possible the Company will inform the Customer of any foreseen problems.

The Customer will not store books or boxes of books on a concrete or similar floor, against external walls as this will expose them to moisture or condensation. A dry, clean environment is recommended.

Changes, Cancellation and Refunds

Cancellation – The Customer has the right to cancel their order at any time up until printing has started. As the products sold by the Company are made to order the Company will deduct the cost of any work carried out/produced before issuing any refunds. Work carried out includes but is not limited to design, production costs and delivery fees.

Any refunds due (at our discretion) will be paid within 28 days of the date that we receive your returned products or cancellation.

Changes - If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

Refunds - For refunds post product despatch, the Customer will be required to return any products for the Company to undertake an investigation, on receipt of which the Company will conduct an investigation and inform the Customer if we deem the product to be defective. If the investigation finds an error on the part of the Company we will make the refund. The refund will be made using the same method of payment that was used to purchase the products. Any refunds due (at our discretion) will be paid within 28 days of the date that we receive your returned products or cancellation. If the investigation finds the products not to be deemed defective the Company will return them to the Customer.

Payments

All payments are due within 30 days of invoicing.

Miscellaneous

All email communications between the Customer and the Company are contractually binding in the same way as properly signed and dated paper sent by post.

In order to protect the brand and reputation of the Company, the Company reserves the right to refuse service if an order cannot be fulfilled or the Customer requests to a standard deemed unacceptable by the Company.

This agreement shall be governed by and construed in accordance with the law of England.