

VOLUME PRESS TERMS AND CONDITIONS

NOTICE. PLEASE READ THESE TERMS & CONDITIONS CAREFULLY. BY USING THIS WEB-SITE YOU AGREE TO BE BOUND BY THE TERMS & CONDITIONS STATED BELOW. IF YOU DO NOT AGREE TO THE TERMS & CONDITIONS STATED BELOW, PLEASE DO NOT ACCESS THIS WEB-SITE. VOLUME PRESS RESERVES THE RIGHT TO CHANGE, MODIFY OR AMEND THESE TERMS AND CONDITIONS WITHOUT ANY NOTICE.

OVER / UNDER RUN POLICY

Volume Press will consider any order filled within a 3% over or under run.

LIMITATION OF LIABILITY

In no event shall Volume Press or its licensors, suppliers, or vendors, their officers, directors, employees, or agents, be liable for any special, incidental, indirect, or consequential damages of any kind, or for any damages whatsoever resulting from loss of use, data or profits, whether or not Volume Press has been advised of possibility of the damage, arising out of or in connection with the use or performance of the site or of failure to provide services that you order from Volume Press, including without limitation, damages arising from mistake, omission, virus, delay, or interruption of service. Our liability is limited to the total amount of your purchase at time and date of your order and shall not include any consequential damages.

OFFICE HOURS

Our office hours are 8:00 AM to 5:00 PM PST, Monday thru Friday, excluding holidays.

TURNAROUND

Standard turnaround times are work days, excluding weekends and holidays. See Turnaround Time Chart for details.

RETURNS / REFUNDS

Since each order is unique and has no re-sale value, all sales are final. If we verify that we made an error, we will reprint the order. No refunds or credits. Customer must notify Volume Press within 5 business days of receipt of order to notify any defects discovered in the ordered product or the claim will be denied. In order to receive replacement, customer must return 100% of the received product within 15 days (**at their own expense**) from the time when the ordered product was delivered.

INDEMNITY

You agree that you shall indemnify and defend Volume Press and all parties from whom Volume Press has licensed portions of content, and their directors, officers, and employees, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of or related to a) your breach of these Terms of Use or b) any suit, claim, or demand arising from or relating to any text photograph, image, graphic or other material incorporated into products.

ORDER APPROVAL

Please review your order prior to submitting.

Volume Press is NOT LIABLE for errors in a final product caused by any of the following reasons: Misspelling, Graphics, Bleeds, Grammar, Damaged Fonts, Punctuation, Incorrect or Missing Fonts, Die Lines, Crop Marks, Transparency, Overprints or Finished Product Size. We DO NOT make any changes to customer files without written approval. Minimum charge for typesetting and design is \$10.00 + our hourly rate and will require a PDF proof in the amount of \$5.00.

CUSTOMER SUBMITTED ARTWORK OR GRAPHICS

Volume Press is not responsible for any color shift that occurs in conversions from RGB, PMS and Index color converted to CMYK color modes.

All artwork, designs and images must be provided with a minimum of 250 DPI. Volume Press is not responsible for images printed as fuzzy, distorted or pixilated due to customer provided artwork.

COLOR PROOFING & MATCHING

Because of differences in equipment, paper, inks and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.

Volume Press is not liable for color matching or ink density on computer screen proofs approved by the customers. Screen proofs will predict design layout, text accuracy, image proportion and placement, but not transparency issues, density, or color including but not limited to conversions from RGB to CMYK. If you choose No Proof print as is, you assume full responsibility for the printing outcome.

ORDER CANCELLATION

Volume Press will be happy to help you cancel your order prior to approval. Jobs submitted that do not request a proof are assumed approved at the time of order. Our customer service team will inform you of any cancellation charges depending on the stage of the order. Orders may not be refunded once they have been plated or any process thereafter. All charges accrued at the time of cancellation will be billed at the full rate. A minimum cancellation fee of \$25 will be charged to all cancelled orders.

CHANGE ORDERS

If a change is made to an existing order that results in a credit, a fee will be charged in the amount of \$25.00 for costs associated with these changes.

All change orders are subject to a \$5.00 processing fee in addition to any extra charges that are associated with the change order.

New files for books or multi page documents after the file has been prepared for proof or print are subject to a \$5.00 change plus any time required at our hourly rate.

All new files submitted after the job status has changed to "In Production" are subject to a \$10.00 charge plus any time required at our hourly rate.

ORDER SHIPPING AND DELIVERY

Volume Press will always act to make sure that any production difficulties do not delay delivery schedules. In no case shall Volume Press be liable for any consequential or damages resulting from any delay in shipment or delivery.

Volume Press customers agree not to hold Volume Press liable for delays in shipments caused by weather conditions, shipping company delays, international customs issues or any other circumstances beyond Volume Press' direct control. Volume Press shipment and delivery dates are calculated based upon estimates provided by our suppliers.

ORDER SHIPPING AND DELIVERY cont.

Volume Press will always act to make sure that delivery schedules are met. However, unexpected equipment failure, malfunction, and/or technical problems may delay the printing process. Technical difficulties will not be grounds for order cancellation.

Please note that we do not ship to P.O. Boxes.

A \$5.00 charge will be added to the shipping cost of any order that changes from will call to shipping after the order is placed

THIRD PARTY SHIPMENTS

Volume Press can ship using a third party account of the customers choice. All third party shipments are subject to a \$5.00 per box charge for all single box shipments and \$10 per pallet for all LTL shipments.

SHIPPING ERRORS & LOST PACKAGES

Lost or damaged claims can only be filed for shipments over \$50.00 in value and can only be done 15 days from package shipment. Volume Press is not responsible for 3rd party shipping errors, omissions or damaged shipments.

CUSTOMER SUPPLIED INCORRECT ADDRESS

When a package is not delivered due to an error made by the customer in submitting the proper shipping address, Volume Press will re-ship the package with the corrected address and charge \$15.00 plus any, and all, additional shipping costs for the re-shipment.

PAPER STOCK POLICY

In order to maintain the most competitive print prices, we must utilize a number of paper stock sources and paper mills. We reserve the right to change our paper suppliers as necessary to assure you the best quality paper stocks available at the industry's most competitive prices.

WHAT DO YOU DO WITH MY INFORMATION?

At Tackett Volume Press Inc. we respect your privacy and take protecting it seriously. This Privacy Policy covers our collection, use and disclosure of information we collect through our website and service, www.volumepress.com. The use of information collected through our service shall be limited to the purpose of providing the service for which our Clients have engaged us.