

Sticker Factory - Terms and Conditions

Please read these terms carefully before using this site or seeking the services and products provided by us, 'Sticker Factory'. By using this site or the products and services provided by Sticker Factory, you, 'the Client', agree to the following Terms and Conditions of use.

1. Costs and Payment

- (i) All prices, unless specified, are in Australian Dollars and exclude GST.
- (ii) Full payment of invoice must be complete prior to production or delivery.
- (iii) Although all prices include postage and handling within Australia, Sticker Factory reserves the right to charge additional postage and handling costs, with the acceptance from the Client, should the postage be more than 10% of the quoted price of the sticker production.
- (iv) There are no other additional costs involved and all prices also include simple setup work involved in preparing the Client's artwork to be Print-ready, but Sticker Factory reserves the right to add Design costs, with the acceptance from the Client, at \$80/hr should Sticker Factory deem the artwork necessary for more than simple work, where the simplicity of the work involved, is solely dependant on Sticker Factory's discretion.

2. Order Process

- (i) Once the Client approves the Final PDF Print-Ready Proof, 'Final Proof', the consideration is final and Sticker Factory will not be responsible for any errors in the printed material resulting from: (a) an error within the images, texts or any part of the contents of the Final Proof; (b) the state and quality of the Final Proof due to the very state and quality of the contents provided by the Client; (c) with the acknowledgement of Section 3, the discrepancies between the Final Proof and the printed sticker.
- (ii) Every order is nurtured with utmost care throughout its production process to ensure quality and to expedite the whole process in order to complete production within the Sticker Factory's 5-7 working days turnaround timeframe, and usually all of the orders are complete within that timeframe, but occasionally, due to heavy printing load, the turnaround time may exceed 5-7 working days, where Sticker Factory will not be held liable for any and all claims, damages, losses, costs, and expenses (including but not limited to attorneys' fees) resulting directly or indirectly from the delay of delivery of the finished product suffered by the client or any third party involved with the ordered product.

3. Industry Accepted Facts

- (i) The Client acknowledges that: (a) every and each computer monitor screen displays different colours visible to the human eye, even if the colour has the same colour code using the same colour profile; (b) printed colours will not exactly match the colours visible on the computer monitor screen due to the different gamut (colour) range; (c) printed colours may differ, though it may be to a minute degree, from printer to printer and print to print, even with a production on the same printer; (d) not every printed material from the same production is exactly the same, therefore colour shift and/or 1-2mm shift in alignment and/or 1-2mm shift in trimming is allowed, and this is even more so according to certain stocks, coating and other embellishments (please seek advice via info@mystickerfactory.com.au).

4. Refund Policy

- (i) Once the order confirmation has been finalised by the Client approving the Final Proof to be processed for production, there will be no options for refund available to the Client, unless it is mutually agreed upon by both the Client and Sticker Factory, that there is a clear and distinct error or fault in the finished product, indubitable by any of the clauses stipulated within these Terms and Conditions, whereby either a full refund will be reimbursed to the Client following the complete return of all the delivered products, or the damaged or faulty quantity will be reprinted.
- (ii) All products being returned must be of the same quantity and state in which it was originally delivered to the Client.

5. Proprietary Rights to the Client's Artwork Contents

- (i) Sticker Factory does not claim ownership to any of the contents of the material, images or files, 'the Contents', that the Client provides to Sticker Factory for the purpose of print reproduction and the Client warrants that it holds all applicable copyright and other intellectual property rights in all of the Contents provided to Sticker Factory.
- (ii) Notwithstanding the foregoing, the Client hereby grants Sticker Factory a non-exclusive, worldwide, royalty-free license to use or publicly display the Contents in Sticker Factory's promotional and advertising materials for the limited purpose of promoting Sticker Factory's products and services.
- (iii) No compensation will be paid or due the Client with respect to Sticker Factory's or its sublicensee's use of the materials as licensed in accordance with the foregoing terms.
- (iv) The Client warrants and represents that the Client owns or otherwise controls the rights necessary to do so and to grant Sticker Factory the license set forth above, and, pursuant to the terms set forth in Section 6, Client will defend, indemnify and hold harmless Sticker Factory and the other Indemnified Parties from any third party claim related to a breach of any of the foregoing representations and warranties.

6. Indemnification

- (i) The Client agrees to indemnify, defend and hold Sticker Factory and its suppliers, licensors, affiliates, partners, subsidiaries and employees (collectively, the "Indemnified Parties") harmless from and against any and all claims and demands, losses, liability, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Liabilities"), incurred by an Indemnified Party arising out of or related to: (a) the Client's artwork content infringes a third person's copyright, trademark or other proprietary or intellectual property right, or misappropriates a third person's trade secrets or is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, harmful, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable; or (b) the Client's business dealings with any of its customers, including, without limitation the provision of any products or services to such customers.
- (ii) These obligations will survive any termination of the Client's order or the Client's order production and the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of Sticker Factory and/or its suppliers, licensors, affiliates, partners, subsidiaries and employees.

7. Governing Laws

- (i) Recognizing the global nature of the Internet, the Client agrees to comply with all local rules including but not limited to, the rules about the Internet, data, e-mail, or privacy.
- (ii) These Terms and Conditions will be governed and be interpreted pursuant to the laws of the Australia, notwithstanding any principles of conflicts of law.
- (iii) If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
- (iv) Please note, not all products and services provided by Sticker Factory may be available worldwide.

8. Reservation of Rights

- (i) Sticker Factory reserves the right to refuse to fill any order which we or our affiliates deem in our sole discretion to contain a word, term, symbol, image, or combination thereof which is pornographic, obscene, immoral, depraved, potentially illegal, or that potentially exposes us or our affiliates to liability or prejudice of any type.
- (ii) Sticker Factory reserves the right to change these Terms and Conditions at any time without prior notification.