

Terms and Conditions

LEGAL

Monsoon Print Pty Ltd

Terms and Conditions:

NOTICE. PLEASE READ THESE TERMS & CONDITIONS CAREFULLY. BY ACCESSING 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. MONSOON PRINT PTY LTD, RESERVES THE RIGHT TO CHANGE, MODIFY OR AMEND THESE TERMS AND CONDITIONS WITHOUT ANY NOTICE.

LIMITATION OF LIABILITY

In no event shall Monsoon Print, 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 Monsoon Print, has been advised of possibility of the damage, arising out of or in connection with the use or performance of the site or failure to provide services that you order from Monsoon Print or its affiliates, including without limitation, damages arising from mistake, omission, virus, delay, or interruption of service. In no event shall Monsoon Print, be liable or responsible for any damages or consequences arising from or related to your inappropriate or unauthorized use of the site or its content.

TURNAROUNDS

Proofs won't be considered as next Business Day. Standard Turnaround: Orders placed after 1:00 p.m. with a turnaround of 2-4, 5-7 or 7-9 business days will not count as part of the standard turnaround. If the turnaround time is not specified at the time of order your order will be considered 2-4 days and will be charged accordingly, please note that the billing charges won't be reversed.

RETURNS/REFUNDS

Any cancellation or compensation given to the customer will be refunded in a timely manner. Please allow up to 10 business days for the monies to be credited to your account.

Customer must notify Monsoon Print, within 6 business days of order acceptance 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 delivery was taken.

All charges related to expedite printing (Rush Printing or shipping) are NOT REFUNDABLE, including for those orders that are returned for any reason.

CUSTOMER CONTENT

You understand that all information, data, text, photographs, graphics, messages or other materials ("Content") are the sole responsibility of the person from which such Content originated. This means that you, and not Monsoon Print, are entirely responsible for all Content that you use from Monsoon Print gallery or send, upload, post or transmit via the service. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. You agree to not use the Service to send, upload, post or otherwise transmit any Content that contains (i) child pornography or anything indecent, obscene, lewd, lascivious, filthy or vile' (ii) a threat to kidnap or injure a person, a threat to injure the personal property or reputation of another person, a threat to accuse any person of a crime, a threat to inform another that a person has violated any law of Australia, or a threat of blackmail; (iii) any matter advocating or urging treason, insurrection, or forcible resistance to any law of Australia; (iv) any defamatory remarks directed at any other person or company; or (v) any content that infringes the intellectual property rights or other proprietary rights of Monsoon Print, or any third party does not control posted by Customers and does not guarantee the accuracy, integrity or quality of the Content Under no circumstances will Monsoon Print, be liable to you in any way for any Content you may be exposed to that you may find offensive, indecent or objectionable. Products and services are provided for your personal use only. You agree to abide by these terms of service and not to use these products and services or related messages for any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam", "chain letters," "pyramid schemes", or any other form of solicitation.

You acknowledge that Monsoon Print does not pre-screen Content, but Monsoon Print, and its affiliates shall have the right (but not the obligation) in their sole discretion to remove any Content

that violates the terms of service or may otherwise be objectionable. You further acknowledge and agree that Monsoon Print may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of service; (c) respond to claims that the Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Monsoon Printing its users and the public.

GOVERNING LAW

Monsoon Printing is based in Melbourne, Australia and all transactions take place on Monsoon Print, servers located in Melbourne Australia. Any legal action or proceeding relating to or arising from your access to or use of this Site shall be instituted in Melbourne, Australia. You agree to submit to the jurisdiction of Australian courts and agree that venue in these courts is proper in any such legal action or proceeding.

INDEMNITY

You agree that you shall indemnify and defend Monsoon Print and all parties from whom Monsoon Print, 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 related to (i) your breach of these Terms of Use or (ii) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material you incorporated into Products.

ORDER APPROVAL

Please review your order prior to submitting. Effective July 2018, Monsoon Print, will no longer accept changes to orders that have been placed. We apologize for any inconvenience this may cause. Customer is fully responsible for final proof and layout approval prior to the printing process.

Monsoon Print, is NOT LIABLE for errors in a final product caused by any of the following reasons: Misspelling, Graphics, Bleeds, Grammar, Damage Fonts, Punctuation, Wrong Cuts, Incorrect or Missing Folds, Die Lines, Crop Marks, Transparency, Overprint, Finished Product Size. We DO NOT make any changes on customer files.

INDEMNITY

By submitting the above document to Monsoon Print "I agree to the following terms".

I have verified that spelling and content are correct. I am satisfied with the document layout. I understand that my document will print EXACTLY as it appears here, that I cannot make any changes once my order is placed and that I assume all responsibility for typographical errors.

CUSTOMER SUBMITTED ARTWORK OR GRAPHICS

All artwork or designs and images must be provided in CMYK format. Monsoon Print is not responsible for any colour shift that occurs in conversions from RGB to CMYK or PMS Pantone Colours to CMYK colour modes.

All artwork, designs and images must be provided in minimum of 300 DPI and CMYK colour mode. Monsoon Print is not responsible for images printed as fuzzy, distorted or pixilated due to customer provided artwork.

Monsoon Print is not responsible for any colour shift in converted photographs (RGB images) with black, near black, or gray tones. Colour shifts from a perceived black or gray must be addressed prior to file submission. Proofs do not guarantee black, near black or gray final output.

PRICE MATCH

Monsoon Print will price match with any advertised prices. In order to qualify for a price match you must submit similar product with similar quantity, and turnaround time. Monsoon Print does not price match with manufacturers who produce or have production facilities outside of Australia.

TEMPLATES

Monsoon Print will not be responsible for use of outdated templates. Make sure you have downloaded the latest version of our templates from our website. We constantly update them to reflect changes in our production. For the most up-to-date templates, please go to our Templates page.

The Smart Templates are designed specifically for Monsoon Print and are not for use with other vendors. Do not move or adjust any part of the template doing so may cause the file to be printed incorrectly. The Smart Templates do not protect against graphical errors or colour issues. Please refer to our terms and conditions for further details.

COLOR PROOFING & MATCHING

Monsoon Print is not liable for colour matching or ink density on screen proofs approved by the customers. Screen proofs will predict design layout, text accuracy, image proportion and placement, but not colour or density. Electronic proofs do not show transparency and over print issues neither do they show colour change from RGB to CMYK.

Application of UV Coating may effect or change the appearance of the printed colours. Monsoon Print is not liable for the final colour appearance of a UV Product/s Monsoon Print reserves the right to change the paper quality and/or type at anytime, without notifying its customers.

ORDER CANCELLATION

Orders may not be cancelled or refunded once they have gone into production or any process thereafter. Absolutely no refunds will be issued once an order has been Plated or any process thereafter, including but not limited to Printing, Coating, and/or Finishing.

Once the order has been placed successfully, No Refunds are issued for the Logo, and Graphic design services.

Monsoon Print is not responsible for any duplicated orders that are placed on our web site due to the customer mistake.

RE-ORDERS

Effective July 2018 Monsoon Print is hereby notifying customers that electronic files for job orders will be kept on our system for the period of 24 months. All files after this date will need to be re-submitted every time an order is placed. We apologize for any inconvenience this may cause. If you have any questions please contact our customer service department.

ORDER SHIPPING AND DELIVERY

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

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

Monsoon Print 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. In case of delay caused by technical difficulty, rush charges/fees will be refunded or waived where applicable. However, technical difficulty will not be the grounds for order cancellation.

Monsoon Print can only use its own shipping account and will not use customer provided account numbers for any couriers. Orders must be shipped at whole quantities and may not be split up.

FREE DELIVERY SERVICES

Monsoon Print does not guarantee delivery time and date; we do our best to stay within the scheduled delivery period, but in case of any emergency, extra workload, or unforeseen circumstances deliveries might be postponed to the following day or cancelled. Monsoon Print will not be responsible for any problem such as loss of business/customers that may be caused by late delivery or NO delivery. This is a courtesy service and we reserve the right to refuse service to anyone. We also reserve the right to alter a specific zone/route or cancel any zone/route. These zones maybe modified. We do not guarantee a press time or print your jobs to match with your delivery schedule.

SHIPPING ERRORS & LOST PACKAGES

Lost or damaged claims can only be filed for shipments over \$50.00 in value and can only be done after 30 days from package shipment. Monsoon Print is not responsible for 3rd. party shipping errors, omissions or damaged shipments.

RMA POLICY (Return Merchandise Authorization)

Monsoon Print guarantees prints will not be defective in accordance with industry standards. If a print is found to be defective, then you may contact Monsoon Print for a reprint or other compensation. Monsoon Print must be contacted IN WRITING via email within 6 business days of receiving your order. If product is deemed defective, one of the following resolutions will be offered:

1. Monsoon Print will reprint with the rush production.

2. Monsoon Print will authorize a Return for you. A Quality Assurance representative will contact you within 24-48 hours of your initial query to help issue your Return number. Contact with the representative must be established within 5 business days to verify the request. Monsoon Print must receive the package within 15 calendar days after Return number issued. Compensation will be processed only after a Return number has been issued and the entire product has been returned to Monsoon Print then the refund transaction will take place within 10 business days. Samples of the defective merchandise must be required prior to any resolution.

CUSTOMER SUPPLIED INCORRECT ADDRESS

When a package is not delivered due to an error made by the customer in submitting the proper shipping address, Monsoon Print will reship the package with corrected address an additional charge shipping fee for the shipment.