

PosterBox

your posters printed...**fast!**

Terms of Trade and Terms of Use

Orders are subject to acceptance in accordance with these Terms & Conditions. Orders are subject to acceptance by PosterBox in whole or in part at: PosterBox, 1/58 Gatton St, Cairns. 4870 Australia

- i PosterBox is committed to providing the highest quality products at the best prices available.
 - ii **Print Quality Guarantee**
PosterBox will reprint any faulty job where the file has been correctly prepared for digital printing. Unfortunately we cannot be held responsible for dissatisfaction if artwork has not been correctly supplied. Please see: PDF Help. A refund on faulty printing of all monies will be paid back to you within 30 days, provided we receive the ordered items back in the condition in which they were sent including packaging. If the problem is a result of incorrect artwork the client will be responsible for the reprinting and any associated costs.
 - iii By accessing this web site, you are agreeing to be bound by these Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, do not use this site. Any claim relating to this web site shall be governed by the laws of the State of Queensland and the Commonwealth of Australia without regard to its conflict of law provisions. The materials contained in this web site are protected by applicable copyright law.
- 1 Product prices are quoted in Australian Dollars (AUD).
 - 1.1 Standard orders must meet all of the following criteria:
 - the file size, or combined total size of all files, is less than 30meg
 - 15 or less A0 posters **or** 15 or less 750 x 1000 **or** 20 or less A1 posters **or** 20 or less 600 x 900 posters **or** 30 or less A2
 - Canvas and Lightbox orders are NOT STANDARD ORDERS
 - 2 **CUSTOMER'S RESPONSIBILITY**
 - 2.1 It is the Customer's responsibility to ensure that files supplied comply with PosterBox's file requirements. PosterBox does not proof read or check supplied files.
 - 2.2 **Indemnification**; The customer will indemnify and hold harmless, PosterBox and it's affiliates, from any and all loss, cost expense, and damages on any and all manner of claims, demands, actions and proceeding that may be instituted against PosterBox on the grounds or basis alleging that said printing violates any copyright or any proprietary right of any person. You certify that you own the rights to use the image(s) being reproduced on your order. For Copyright information please see the website; www.copyright.org.au
 - 2.2 Files are printed as they are delivered. Colour variations will occur when reordering jobs and PosterBox will not supply colour matching. For customers who require specific colour matching we recommend not using PosterBox. If the customer breaches the Customer Responsibility clause(s) no refunds or reprints will be provided.
 - 2.3 PosterBox will not be responsible for orders where details supplied are incorrect. ie incorrect size selected - incorrect quantity entered - wrong media selected - incorrect delivery details supplied. Any order made in error must be paid for.

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2.4 PosterBox stores the pdf files of completed orders for 12months. However, PosterBox shall incur no liability whatsoever in the event of data losses. The user shall keep a safe copy of the transferred files. Files are deleted from PosterBox's database 12 months after the processing of the order. Customers will be advised and can request the files not be deleted, this request must be made in writing 14 days prior to the 12 month expiration period.

3 SAME DAY DISPATCH

- 3.1 For orders to be dispatched same day a completed order must be received by 1.00pm EST and be a standard order as defined in clause 1.1. Operating hours are Monday to Friday 8.30am to 5.00pm. Orders received between 5.00pm Friday and 8.30am Monday will be dispatched Monday.
- 3.2 Large Quantities. Orders of 30 posters or more will require more than 24hours production time. On confirmation of such an order PosterBox will inform the customer of the expected delivery date by email within 24 hours.
- 3.3 Canvas is a low stock item therefore orders of 10 or more canvas prints will take up to 5 days to produce.
- 3.4 Same Day dispatch provision is made in good faith, with consideration to the conditions and circumstances that are known to PosterBox at the time.
- 3.5 If PosterBox is unable to deliver the full order due to any cause at all, PosterBox will deliver part of the order. The customer will be notified via email if such an event is expected to occur.
- 3.6 PosterBox guarantees to do its utmost to ensure availability of the services. A temporary interruption of our service is, however, possible for technical reasons. PosterBox will make every effort to inform its customers as efficiently as possible about the nature and duration of any interruptions, but shall incur no liability whatsoever in the event that its services are unavailable. Similarly, PosterBox cannot guarantee the reliability and quality of the Internet outside its own premises.

4 DELVIERY

- 4.1 PosterBox ensures fast and on time dispatch of goods but holds no responsibility for loss or damaged goods once dispatched. Posters are delivered by courier. All consignments can be monitored through the client area which allows the customer to link directly to the couriers tracking system. PosterBox accepts no liability for goods once dispatched. All concerns on delivery of products once dispatched from PosterBox are to be directed to the courier directly.
- 4.2 The Customer will upon delivery, examine the goods and notify PosterBox of any errors or shortages no later than four days after delivery.

5 DEFECTS

- 5.1 Any claim by the Customer relating to any imperfection in print quality of the posters, or any shortage or other nonconformity to an order for goods shall be made in writing to PosterBox at its address: PosterBox, 1/58 Gatton St, Cairns 4870 or email no later than four days after delivery.
- 5.2 Unless such written claim is received by PosterBox within the specified period, the Customer shall be deemed to have accepted the condition of the goods and the consistency of the goods to the order.
- 5.3 Any claim in relation to a defect in goods must be accompanied by a sample poster showing the alleged defect.

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6 RETURNS

- 6.1 No goods shall be returned to PosterBox by the Customer without the written consent of PosterBox.
- 6.2 If PosterBox agrees to the return of goods, PosterBox shall not be required to accept such goods by way of return unless:
- The goods are unused and undamaged and in their original packaging; and
 - The goods and the packaging are as new and in a saleable condition.

7 LIMITATION OF LIABILITY

- 7.1 Subject to any express written warranty otherwise given by PosterBox, and subject to any statutory warranties express or implied which by law cannot be excluded, all warranties conditions and representations, whether express or implied are expressly excluded. Where a warranty or conditions is implied by law, PosterBox's liability is to the extent that same can be so limited, is limited to one of the following at PosterBox discretion in the case of goods:
- 7.1.1 Replacement of goods or supply of equivalent goods or supply of the service again;
- 7.1.2 Repair of goods;
- 7.1.3 Payment of costs of replacing the goods or acquiring equivalent goods; or
- 7.1.4 Payment of the cost of having the goods repaired or supplying the services again.
- 7.2 PosterBox and its directors, officers and, employees and associated companies, shall have no liability (including liability in negligence to any person for any loss or damage, consequential or otherwise, howsoever suffered or incurred by any such person of and incidental to the goods sold by PosterBox to the Customer, and without limiting the generality thereof, any loss or damage consequential or otherwise suffered or incurred by any such person caused by or caused directly or indirectly from any late or non-delivery, any failure, defect or deficiency of whatsoever nature or kind incidental to the goods or services, or associated with delayed and non-delivery and whether or not if the same occurs in the course of the performance by PosterBox of any contract or in circumstances which are foreseeable by PosterBox or in circumstances which would constitute a fundamental breach of any contract or a breach of any fundamental term hereof.
- 7.3 The Customer and its directors hereby indemnifies and keeps indemnified PosterBox and its directors, officers, and PosterBox employees and associated companies (to the extent permissible by law in respect of any loss or damage consequential or otherwise howsoever suffered or incurred by any person or incidental to any occurrence referred to in the previous paragraph.
- 7.4 PosterBox shall not be liable for failure to observe or perform in accordance with these T&Cs for any reason or cause which was not within its control, including without limitation, war, insurrection, riot, civil commotion, strikes, lock outs, labour or industrial disputes, acts of God, acts of Governments, flood, storm, tempest, power shortages or power failure, inability to obtain sufficient labour, raw materials, fuel or utilities.

8 Prices are subject to change without notice

- 8.1 PosterBox, may change, modify, add or remove portions of this policy at any time, and any changes will become effective immediately upon being posted unless we tell you otherwise.
This policy was updated on 27th Jan 2010.

9 Rules For Online Conduct

- 9.1 By using the service, you agree that you will not attempt to undermine the integrity of the PosterBox web site.

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9.2 While using this website, you may not:

9.2.1 post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without Limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, provincial, state, or national or international law, including without limitation all applicable export control laws and regulations;

9.2.2 post or transmit any information or software which contains a virus, cancelbot, Trojan horse, worm or other harmful component;

9.2.3 post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through this website which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder;

9.2.4 upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through this website which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder;

9.2.5 upload, post, publish, reproduce, transmit or distribute in any way any component of this website itself or derivative works with respect thereto.

9.3 Trademarks - All trademarks appearing on the PosterBox web site are trademarks of their respective owners.

10 **Privacy Policy** - PosterBox securely stores our customers' details - no credit card details are stored on the site - and files for easy re-ordering. Customer information will not be sold, passed on to or transferred to any other person or entity.