

## **Terms and Conditions**

We try to keep things as simple as possible, however, there are a few things that we need to cover with you.

### **Image and Artwork/Design and Material rights**

You agree and warrant that any materials (Images/Artwork/Designs/Content) that you submit to us for printing (the "Materials") do not infringe on the intellectual property rights, including copyright and trademark rights, of any third party. You also agree to indemnify Pathfinder Packaging and hold it harmless as to any claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from claims that the Materials infringe on the intellectual property rights of third parties. We accept no liability or responsibility for any copyright infringement within the artwork you send us.

### **Proofing**

Everything that we provide to our customers is a custom-printed label, box or carton. They are made from your designs and selected materials. As a result, we require that every job is "proofed" and that you provide your approval before we print your products. Furthermore, due to the wide range of differences in digital technology used by computers and monitors, electronic proofs are not a reliable indication of the colors produced by digital or analog printing presses, and electronic proofs should only be used to check for content, position, and layout (not color). As a result, your approval of an electronic product label proof absolves us of any liability for color differences unless it can be shown to be a production error outside the normal range of professional print quality. **If color is critical to your job, please request a physical press proof.** The physical press proof is a live sample of what comes of the press. While there is a cost associated with this step, this is the only way we produce an accurate representation of your label or package. Please be aware that the physical press proofs do require extra time and extra costs - please contact us for further details.

### **Limitation of Liability**

Pathfinder Packaging accepts no liability for any ancillary damages or costs incurred by you (the customer) for any printing errors, regardless of fault, beyond the replacement of the erroneous labels, cartons, or boxes.

### **Refund Policy**

Due to the custom nature of our work, all orders are final once you have approved the proofs. No changes of any kind can be made once approval is given. Pathfinder Packaging cannot accept any responsibility for erroneous content, colors, quantities, materials, or any other factor unless errors in the production process adversely affected the results. We do understand that mistakes can happen and if you made a mistake in your order and the results are not what you had hoped for, we will work to help minimize the cost of any re-runs required. Beyond that assurance, see "Limitation of Liability" above.

### **Final Quantity Shipped: +/-10%**

At Pathfinder Packaging, please be aware that we follow standard industry practices, and your final produced quantity could be +/- 10% over run/under run.