

Da Sorce

Terms and Conditions

Terms:

All custom printed orders require a signed Confirmation of Reading and Acceptance form for our Terms and Conditions, signed faxed copies of the Confirmation and Acceptance form are permissible.

Custom printed orders of 10 or more require a 50% deposit and balance is receipt of order. Orders for under 10 items must be paid in full before the order is started.

All orders and transactions are subject to our terms, see our complete Terms and Policies below.

Payment:

All retail orders have to be paid in full before merchandise is released.

All custom orders have to at least have paid the 50% deposit before any work is started.

All wholesale orders require a 60% deposit before any work is started.

We accept Cash, Mastercard, Visa, American Express and Discover credit cards. The minimum amount of purchase for use of a credit card is \$10.00.

Da Sorce can accept business and personal checks, for orders totally \$100.00 or more but the order will not be started until the check has cleared.

There are certain items that do not get taxed. These items include periodicals (i.e. Comic books, magazines) and any service rendered. Taxes will be applied in accordance to state guild lines.

Cancellations:

Any retail orders once ordered cannot be cancelled unless we can stop and confirm cancellation as these orders are typically processed within 24 hours.

All wholesale or retail cancellations are to be submitted in writing via fax or email. We do not accept verbal cancellations.

If an order can be cancelled, customer is responsible for any cost incurred before cancellation of order.

Claims:

All claims for orders must be filed within 7 days of receipt of order so that the order can be reviewed.

Please check your order immediately when received. This includes checking for wrong imprint color, spelling, item color, etc.

All written orders and faxed art will be used as the deciding factor whether any credits or re-dos should be done at our discretion. See Artwork next column.

Da Sorce cannot be held responsible for any grievances not reported within 7 days of taking possessions of merchandise.

Refunds, credits and reproduction of order are strictly at our discretion and any decision made is final.

Shipping:

All merchandise is FOB (**FOB** is an acronym for "**f**rieght **o**n **b**oard", meaning that the buyer pays for transportation of the goods), any order shipped incurs shipping charges.

Customers needing items on a certain date will also be responsible for any overnight air, 2nd day air, etc. charges to get items to our showroom or to the customer on the date the customer needs the items.

Da Sorce cannot be held responsible for items that are not received by the due date by any shipping couriers such as UPS, DHL, or FedEx, as it is out of our control at that point.

Da Sorce advises customers to allow more time for orders to arrive on time as some couriers are not always on time.

No refunds will be given on jobs that are shipped on time but do not arrive on time due to courier's fault.

If we think jobs will not arrive on time, we will not without notice upgrade shipping (overnight air, 2nd day air, 3 day air, etc.) and customers will be liable for any additional shipping charges.

If there is a shortage or any damage to the merchandise, you must notify Da Sorce within 7 days of receipt of shipment.

Da Sorce does not ship to PO boxes.

Customer's Goods:

Da Sorce will not be responsible for any customer supplied items for example garments of any type, totes, and hats which would all be done strictly at customer's risk.

No credit or replacement cost will be issued for customer supplied goods.

If shipping goods back to the customer, we need to be told to insure for a precise amount, if no amount is given we will use our best judgment at customer's expense.

At this time Da Sorce only prints on wearable items, not products such as cups, pens, etc. on location which are done off site.

Wearable items should not have seams where printing is to be. That area should be flat with no seams for best printing results.

If requested a special pallet would be used to accomplish orders that do have seams near the location of printing at.

There is a \$25 fee if a special pallet needs to be created to fulfill the order which will be at the customers discretion.

Processing of all orders will start from the time we receive deposit, goods & artwork and not the day the order is written.

Availability:

Availability of merchandise, colors and sizes are subject to change or can be discontinued without notice.

At times due to deadlines we reserve the right to substitute a brand or mix brands, styles, etc., including shorting shipments should we have a shortage of a particular size, customer is to be notified within a reasonable amount of time no later than 72 hours prior to shipment's delivery terms.

Da Sorce have attempted to show color charts available on our website with accurate colors, please note that the finished color of any merchandise may differ from that shown on our website due to computer monitor color variations. Customers are encouraged to come into showroom to approve/amend color and order for accuracy.

If you want a particular brand or material for example: 100% cotton, performance or a 50/50 blend. You must notify Da Sorce via email or fax within 4 hours of placing order and we will try to accommodate your request if at all possible.

Email:

Da Sorce requires all retail and wholesale custom orders to be submitted via email along with your name & phone number along with any other contact information you care to supply.

Please double check all orders that require names & numbers to be applied. This is so that we can avoid any misspellings and make sure the correct names/numbers go on the correct sizes.

Da Sorce requires at least one point of contact either phone or email should we have any questions pertaining to the order.

All proofs for approvals by customers are sent via email in TIF format.

Artwork:

All artwork can be submitted in black & white camera ready art on an 8.5 x 11 size or desired dimension.

If you submit art by electronic media please send art in a TIF, PSD, PDF, GIF, PNG or EPS file format.

Send as many different files as you have, in case one does not work then we don't waste time trying to contact you to get a different file.

Jpeg files are not recommended as camera ready art as they are usually low quality files. They CAN be used for doing a digital imprint transfer and digital printing but are lower quality than the preferable formats listed above, any variation in appearance are not our responsibility and is not an allowable reason for a refund, credit or redo of order.

To ensure accuracy and customer satisfaction of any art we do, we require customers to give us a fax number or email where artwork can be sent so customer can approve artwork.

Please look over artwork carefully when signing off on it.

Customers who don't give us a fax number or email, will assume all responsibility for art, including spelling errors, incorrect imprint colors, etc., which all become unallowable reasons for a refund, credit or redo of order.

Touching up or doing original art is billed at \$65.00 per hour with a minimum 1/2 hour, a \$30.00 charge.

Typesetting is charged at the same rate per hour with a minimum of a \$10.00 charge.

Customers submitting art that needs touching up or type setting will be notified that additional work needs to be done and asked for approval of artwork and typesetting hourly charge.

Do not submit actual artwork in color for reproduction, you can submit art in color for us to view how it should look in a PNG file. As sometimes when art is submitted in EPS and other formats art is changed or fonts are changed, so by supplying a PNG we can see what your artwork should look like.

Artwork Use Service Charges:

Art charges apply to all orders that require us to do any artwork including retouching customer's art, sizing art, typesetting, etc.

Art use fee is charged at \$65.00 an hour and a minimum art charge is \$30.00.

Art use fee allows customers to use any art we design so long as we print it. It does NOT allow customers the free use of the design in ads and any other form of printing or media.

Out right ownership can be negotiated if customers wants and that must be negotiated with us directly before the use of the image is allowed.

Plate Service Charges:

All screen printed orders require printing plates depending on number of colors to be utilized. 2 colors require 2 plates for example.

Plate charges vary for different promotional items.

Please inquire when placing your order for plate charges as they are not included in the item cost.

Plate charge for most pocket size printing is \$15.00.

Wearable (t-shirts, caps, jackets, etc.) range between \$60.00 and \$80.00
Half-tone & oversize plates incur an additional charge which varies and is defined before commencement of order.

Setup Service Charges:

Re-orders will be charged a setup charge of \$5.00 for t-shirt & textile printing and \$8.00 for nylon printing.
Setup charges are assessed also when customer's goods or different style shirts require us to setup or move printing plates required to print goods. This setup applies when imprinted colors are changed Example: black to white, etc.

Special Printing Pallets (Service charge):

We have many different size printing pallets but sometimes customers give us odd sizes and other items where our pallets don't fit and we have to special make one to print your item.

For special size printing pallets we charge for our labor only and not the actual pallet, the usual cost is about \$10-\$20 to make a special size pallet which is billed to the customer.

PMS Color Match:

For PMS color matching for any wearable is \$25.00 and for individual imprinted products see the product page for PMS color match charges. Keep in mind that PMS colors are designed for offset printing and are only a guide for matching colors. Actual printed shirt colors will vary because of the type of inks we use and imprinting on different color shirts can affect the imprinted results.

Orders:

Orders are to be emailed or placed in our showroom, as verbal instructions can be misunderstood.

We are not responsible for orders not placed at our showroom or emailed/faxed to us.

Because everything we do is custom there are many variables that can be misunderstood and we are not responsible for errors made that have not been put into writing.

Refunds, credits and redo of order are strictly at our discretion and any decision made is final.

Customers Jobs:

We reserve the right to photograph and use pictures and copies of customer's custom art/designs in our advertisements, portfolios and on our web sites.

Originals:

Please when sending artwork, photos or any originals of value, send us duplicates or color copies; as we cannot be responsible for originals should they be lost or damaged.

Proofing:

For all artwork or typesetting that is to be used we require the ability to send a proof for checking and approval. Customers are required to check all work done for proper spelling and layout.

Customers who do not give us an email or fax will be responsible for any errors.

Customers can come into the showroom and get a paper proof if email or fax are not available.

Please be sure to specify what side and how big the design should be as well as imprint color/s.

Rush jobs limit our ability to send multiple proofs, only 3 will occur due to time constraints, we are not responsible for inaccuracies.

Please allow enough time for artwork to be done as well as enough time to submit a proof to you for your approval.

Delivery:

Orders of over 5 wearable items usually take between 5-9 business days before delivery.

If Saturday delivery is required the customer is responsible for any additional shipping cost.

Da Sorce can do rush orders when possible which would incur a rush charge.

Rush charge is based on how fast customers need their order fulfilled.

Orders of over 5 shirts that are needed in less than 7 work days will assess a rush charge based on the chart below.

6 business days	5% of invoice total less tax
5 business days	10% of invoice total less tax
4 business days	15% of invoice total less tax
3 business days	20% of invoice total less tax
2 business days	25% of invoice total less tax

Custom imprinted products vary dependent on type of item, most are deliverable between 2-4 weeks.

Customers are responsible for all shipping charges from our factories where items are manufactured or shipped from our showroom to the customer, this includes any overnight shipments needed to get items delivered on time,

Customer will be contacted for approval.

If your order is needed by a certain date please let us know when placing the order.

Da Sorce is not responsible for delays that may occur.

Copyrights:

Full responsibility for claims and litigations for any alleged infringements designs and copy is solely the customers.

Da Sorce has no way of knowing if the customer is the copyright owner or has permission from the copyright owner.

When we are unsure we will ask customer's to sign a release that they are responsible for copyright use.

Design Size:

If customer does not specify a certain design size then we will use our best judgment in sizing and laying out your design with the best appearance of the design as our goal.

Please keep in mind that most designs will enlarge and reduce in proportion; example enlarging an original 4 x 5 design will enlarge to an 8 x 10 size and couldn't be enlarged to a 7 x 10 size unless it is scanned and manipulated.

If a specific design size is wanted please let us know or we will use our best judgment to size your artwork, if you do not specify imprint size.

Standard imprint size is about 11" wide or high, any size over 11" will incur a large plate fee as defined above.

All scanned image work will be charged at \$10 a scan.

Additional art may have to be done to convert art to a useable format in order to print your design which will be billed as defined above.

Imprinting Photos:

Imprinting photographs on products varies from product to product and the quality of pictures will also affect the outcome.

Da Sorce cannot guarantee the quality of imprinted photos on products and do so only at the customer's own risk.

There is a minimum \$15.00 charge to halftone a picture.

Substitutions:

In order to complete customer orders we reserve the right to substitute a style or brand in order to complete your order. For example: we may need to substitute 100% cotton with 50/50 material and vice versa or substitute a brand like Gildan or Fruit of the Loom with Jerzees, etc. Da Sorce will contact the customer for approval.

If we do not substitute then your order may be incomplete when picked up or put on hold until goods are available at customer's discretion.

Orders Not Picked Up:

Da Sorce is not responsible for orders or customers goods not picked up within 30 days.

Orders not picked up or items left over 30 days will be disposed of or sold for any balance due.

No refunds, credits or redo of order will be allowed on orders not picked up within 30 days.

NSF/Returned Checks:

Any checks returned to us for ANY reason will incur a \$30.00 charge.

Arbitration:

All arbitration of disputes and method of arbitration will be decided by Da Sorce and/or its representatives.