Aeries Aperture Terms and Conditions for Print on Demand Goods

1. Introduction

Welcome to Aeries Aperture's print on demand shop. By purchasing our print on demand products, you are agreeing to be bound by the following terms and conditions ("Terms of Service"). These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

2. General Conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

3. Intellectual Property Rights

All graphics, images, designs, and intellectual property displayed on products sold by Aeries Aperture or through AeriesAperture.com are the exclusive property of Aeries Aperture. Customers are granted a non-exclusive, non-transferable, revocable license to use the products purchased for personal, non-commercial purposes only. Customers shall not claim ownership, offer for resale, alter, reproduce, create derivative works from, or otherwise use any of Aeries Aperture's artwork without express written permission from Aeries Aperture.

4. Products

Our products are custom-made and printed upon order using third-party print on demand vendors. We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate. Additionally, we guarantee any aspect of the third-party vendors' services, including but not limited to the quality of goods, printing services, or timing of deliveries.

5. Warranties

Aeries Aperture disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose to the extent allowed by law. Aeries Aperture does not warrant that the products sold, Aeries Aperture's services, information, or other material purchased or obtained by you will meet your expectations or that any errors in the Service will be corrected.

6. Return and Refund Policy

Due to the custom nature of these products, we maintain a strict no-return and no-refund policy for customer ordering errors, including but not limited to the selection of wrong size, color, or change of mind.

In the case of a damaged product or a manufacturing error, Aeries Aperture will provide a free replacement or a refund provided the customer contacts us within 14 days of product delivery. To initiate a return or request a refund, the customer must complete a "Claim Form" (see Refund Policy document) and provide clear photographic evidence of the issue.

For products with manufacturing errors affecting multiple items with the same design, a photograph or video of all affected items must be submitted for confirmation.

Items that are customized, personalized, on sale, or marked as "final sale" or "non-returnable" at the time of purchase are not eligible for return or refund. If the issue is a non-delivery, the customer may opt for a replacement at an additional charge or a partial refund.

All return and refund requests will be processed and investigated in accordance with this policy. Minor variations in product production, such as print placement within a tolerance of 0.5 inches, will not be eligible for return or refund as these are not considered defects.

Please contact our customer service for assistance with returns or refunds, or consult the "Contact Information" section of these Terms and Conditions.

7. Limitation of Liability

To the maximum extent permitted by law, Aeries Aperture shall not be liable for any damages of any kind arising from the use of our print on demand goods services, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. In no case shall Aeries Aperture, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind.

8. Product Liability

Aeries Aperture expressly disclaims any liability for the condition, quality, or fitness of goods provided by third-party vendors, and is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites.

9. User Responsibilities

You agree to indemnify and hold Aeries Aperture harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms and Conditions or your violation of any law or the rights of a third-party.

10. User Comments, Feedback, and Other Submissions

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise, you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us.

11. Personal Information

Your submission of personal information through the store is governed by our Privacy Policy.

12. Errors, Inaccuracies, and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability.

13. Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content for any unlawful purpose, to solicit others to perform or participate in any unlawful acts, to violate any international regulations, and to infringe upon our intellectual property rights.

14. Indemnification

You agree to indemnify, defend and hold harmless Aeries Aperture and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees.

15. Changes to Terms of Service

Aeries Aperture reserves the right, at our sole discretion, to make changes to these Terms and Conditions at any time. Your continued use of our services following the posting of changes will mean that you accept and agree to the changes.

16. Governing Law

These Terms and Conditions and any separate agreements whereby we provide you shall be governed by and construed in accordance with the laws of King County, Washington, USA.

17. Dispute Resolution

Any dispute or claim relating in any way to your use of any Aeries Aperture service, or to any products sold or distributed by Aeries Aperture or through AeriesAperture.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

18. Severability

If any provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions. Such determination shall not affect the validity and enforceability of any other remaining provisions.

19. Termination of Service

Aeries Aperture reserves the right to terminate your use of the Service or any related website for violating any of the prohibited uses or for any other reason at our sole discretion. Additionally, your access to the Service may be terminated if we cease the Service or if your account has been in the state of non-compliance with any terms and conditions herein.

20. Contact Information

Questions about the Terms of Service should be sent to us at aaprintstore@aeriesaperture.com