

Terms of Service

Welcome to colortech.com.ph. This Web site is provided by Colortech Printing Press (referred to throughout this Web site as “colortech”) as a service to our customers. Please review the following rules that govern your use of the colortech.com.ph site. **Please note that your use of the colortech.com.ph site (the "Site") constitutes your unconditional agreement to follow and be bound by these Terms and Conditions.** Although you may "bookmark" a particular portion of this Site and thereby bypass this Agreement, your use of this Site still binds you to these Terms and Conditions. The Site reserves the right to update or modify these Terms and Conditions at any time without prior notice to you, and we encourage you to review these Terms and Conditions whenever you use this Site.

Section A of these Terms and Conditions applies specifically to orders placed with the Site. Section B of these Terms and Conditions applies to all products and services available through the Site.

Section A

Terms and Conditions of Order

The Colortech Satisfaction Guarantee

Colortech stands behind the quality of its products and services. If you are not satisfied with your purchase from us, give us a feedback within 7 days from the date you receive it.

Colortech is committed to customer satisfaction, and we do everything possible to ensure excellent printing quality. Colortech will run your order for technical errors. But you will be responsible for fixing any errors discovered in the process, or you can authorize us to print as is; however, you are subject to the following exclusions listed below under File Submissions, and Shipping and Delivery.

Certain circumstances are beyond our control and are not covered by this guarantee. Please note that we cannot be responsible for:

File Submissions

- Spelling, punctuation, or grammatical errors made by you.
- Inferior quality or low-resolution of uploaded images.
- Design errors or color selection errors introduced in the artwork file creation process submitted by you.
- Errors in user-selected options such product type, size, finishing options, or quantity.
- Incorrect dimensions, image orientation, or file submission in accordance with Colortech specifications.
- Color match guarantee without a hardcopy proof approval.
- Delivery delays due to improperly prepared files.
- Duplicate orders by the customer.

- Incorrect file layout for folding, scoring, hole drilling, die cutting or other custom services.

Shipping and Delivery

- Incorrect shipping address, undeliverable packages/3rd delivery attempts, or other errors created by you.
- Damage to the products arising after delivery to you.
- We reserve the right to have you return the original order before reprinting or refunding your order.
- We are not responsible for any damages or claims incurred by you or your business caused by receiving printed materials which are defective or incomplete or which you receive later than the estimated delivery date.

Payment

All prices and amounts shown on this Site are in Philippine Peso. If a User submits a request on the Site to purchase printing products, mailing services, design services or other services, the User agrees that all charges, taxes and shipping and processing fees will automatically be charged to the approved payment method by the Use. Such amounts will be posted on this Site.

Once a print job has been approved by you, no changes are allowed to the artwork files, job characteristics, or printing turnaround time. After a print job has been sent to Colortech's prepress department, you are responsible for paying the entire amount of that print job along with applicable taxes, shipping, and processing fees, unless otherwise noted.

Please note that no work will proceed on any print job in your order until full payment is received by Colortech.

Payment Methods

All purchase requests must be submitted with an approved payment method unless otherwise expressly stated. Approved payment methods provided by the Site is powered via a third party payment provider, DragonPay. Various options are available via DragonPay.

Our	Sales	Tax	Policy
Colortech is required to collect and remit sales tax in all Philippine jurisdictions that administer such			tax.

Color Accuracy and Hardcopy Proofs

Colortech will reproduce color from submitted print-ready files as closely as possible, but cannot exactly match color and density because of limitations in the printing process, as well as neighboring image ink requirements.

The accuracy of each color reproduction (of the final printed product) is guaranteed to be within 90% of the final submitted. Please note that we accept no responsibility for color variations between submitted print-ready images and the actual artwork or product they represent.

Artwork Files

You are responsible for the accuracy of your print-ready artwork files, and you must proofread all files carefully before submitting to Colortech.

You certify that you have the right to use the image(s) in your artwork files. DO NOT send any "one-of-kind" transparencies, prints or artwork. Although we take every precaution to safeguard your materials, we are NOT responsible for loss or damage of images or artwork.

Under these Terms and Conditions, you agree that you will NOT upload any artwork files consisting of the following material: any material that could give rise to any civil or criminal liability under applicable law; and any material that could infringe rights of privacy, publicity, copyrights or other intellectual property rights without the permission of the owner of these rights and the persons who are shown in the material if applicable. Colortech is unable to print sexually explicit materials, including photographic genitals, and violently explicit materials.

Printing Turnaround Time

Printing turnaround time begins once your order has been placed and your print-ready files have been uploaded to the Site, attached to your printing job, approved for printing and fully paid.

For printing jobs that do not have complete digital source files provided, printing turnaround begins when we have your print-ready file(s) for your print job, not from when the order is first submitted.

Printing turnaround time begins the next business day. Please note that Colortech offices are closed Saturdays, Sundays and major holidays. As a result, these days are not considered when calculating printing turnaround time. In addition, printing turnaround time does not include shipping transit time, and you should allow additional business days for delivery based on the shipping method you selected.

Shipping and Arrival Times

Shipping transit times vary, and Colortech assumes no responsibility for delays caused by shipping carriers, weather or any damages resulting from the failure to receive a job on time. Your order may arrive late due to unforeseen delays in delivery service, the breakdown of equipment, illness, etc. Colortech is not responsible for delays due to improperly prepared files.

Target arrival dates are calculated by adding the printing turnaround time to the shipping transit time. If you are requesting a hardcopy proof, we already factor in additional time to reach your target date. Both printing and shipping times are based on business days only and do not include weekends or holidays.

You agree that shipping terms for all Colortech products are shipped "Freight On Board Shipping Point" or "F.O.B. Shipping Point" – title and risk of loss transfers to you at time of shipment or pickup.

Pick-up orders will be held for 30 days at our facility. After 30 days, we will recycle your order.

Miscellaneous

All sales are final, unless otherwise noted. No refunds are given once Colortech begins working on your order, which means Colortech has received your necessary materials (i.e., digital files and payment) and started work on your job (i.e., your job is in production).

Orders not sent to our printing presses within 180 days are available for a full refund. After 180 days, orders are not available for a refund.

Please note that your printed product or images used for your printed product will not be used in any marketing collateral without your prior written consent.

IN NO EVENT WILL COLORTECH BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR OTHER DAMAGES WHETHER OR NOT COLORTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. COLORTECH'S ENTIRE LIABILITY UNDER, FOR BREACH OF, OR ARISING OUT OF PROVIDING THE SERVICES HEREUNDER, IS LIMITED TO A REFUND OF THE FEES PAID FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL COLORTECH BE LIABLE FOR YOUR COST OF PROCURING SUBSTITUTE GOODS.

You will defend and hold Colortech harmless in any claim, suit or action brought against Colortech by others for alleged damages, costs, expenses (including reasonable attorney's fees), liabilities or losses resulting from circumstances where Colortech, acting as your agent, uses copy, photographs, or illustrations that are believed by others to be degrading, libelous or harmful to their reputations, images, or standing in the community or which in Colortech's sole judgment is an infringement on a trademark, or trade name, or service mark, or copyright belonging to others, or in a claim, suit or action brought against Colortech for actions of your employees which may occur as a result of any mailing.

Section B

General Terms and Conditions

Copyright Notice

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You may only use this Site to make legitimate requests to purchase the products or services offered (each, a "Request"), and shall not use this Site to make any speculative, false or fraudulent Requests. You may not use robots or other automated means to access this Site, unless specifically permitted by Colortech. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this Site. You agree to promptly update your membership information (if applicable) in order to keep it current, complete and accurate.

It is a violation of law to place a Request in a false name or with an invalid credit card. Please be aware that even if you do not give us your real name, your Web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users may be prosecuted to the fullest extent of the law.

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Email

We encourage you to share your comments and questions with us, but we may not be able to respond to all of them. Please note that we assume no responsibility for reviewing unsolicited ideas for our business (like product or advertising ideas), and will not incur any liability as a result of any similarities between those ideas and materials that may appear in future Colortech programs. Also, please remember that you are responsible for whatever material you submit and that you, not Colortech, have full responsibility for any message that you send, including its reliability, originality and copyright. Please do not reveal trade secrets or other confidential information in your messages. Any, and all, rights to materials and ideas submitted to us become the exclusive property of Colortech.

Disclaimer of Warranty

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General Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COLORTECH, INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AFFILIATES (COLLECTIVELY, THE "COVERED PARTIES"), BE LIABLE FOR ANY INJURY, DEATH, LOSS, CLAIM, DAMAGE, ACT OF GOD, ACCIDENT, DELAY, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY USE OF THIS SITE OR WITH ANY DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH THIS SITE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If, notwithstanding the above, a Covered Party is found liable for any loss or damage relating to the use of this Site, the User agrees that the liability of any such party shall in no event exceed the fee or charge to the User assessed by Colortech for making a Request.

Indemnification

You agree to defend, indemnify and hold harmless Colortech and its affiliates from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site. You also certify that you own rights to or have a license to use the image(s) being reproduced as part of your order.

Third Parties

If you use this Site to submit Requests for or on behalf of a third party ("Third Party"), you are responsible for any error in the accuracy of information provided in connection with such use. In addition, you must inform the Third Party of all Terms and Conditions applicable to all products or services acquired through this Site, including all rules and restrictions applicable thereto.

Each User using this Site for, or on behalf, of a Third Party agrees to indemnify and hold each Covered Party harmless from, and against, any and all liabilities, losses, damages, suits and claims (including the costs of defense), relating to the Third Party's or the User's failure to fulfill any of its obligations as described (above). The User is directly responsible for any Request submitted, including related fees, charges and performance obligations.

User Comments, Feedback and Other Submissions

All comments, feedback, suggestions and ideas disclosed, submitted or offered to a Covered Party in connection with your use of this Site (collectively, "Comments"), shall become and remain the exclusive property of Colortech. The Comments may be used by a Covered Party in any medium and for any purpose worldwide, without obtaining your specific consent and you relinquish all rights to such Comments. No Covered Party is under any obligation to maintain your Comments (and the use of your first name and first initial of your last name with any comments) in confidence, to pay to you any compensation for any Comments submitted or to respond to any of your Comments. You agree you will be solely responsible for the content of any Comments you make.

Links to other Web sites and Services

To the extent this Site contains links to outside services and resources, any concerns regarding such services or resources should be directed to the particular outside service or resource provider. None of the Covered Parties guarantees or warrants the accuracy or completeness of the information or content included on the Web sites of these outside services and resources. The outside services and resources are in no way related to Colortech, and are neither its employees nor agents.

Termination of Usage

User access to all or part of this Site may be terminated or suspended at any time, without notice and for any reason.

Miscellaneous

The captions in these Terms and Conditions are only for convenience and do not, in any way, limit or otherwise define the terms and provisions of these Terms and Conditions.

None of the Covered Parties are responsible for any errors or delays in responding to a Request caused by an incorrect email address provided by you or other technical problems beyond their control.

Entire Agreement

These Terms and Conditions, together with the Privacy Policy and those terms and conditions incorporated herein or referred to herein, constitute the entire agreement (collectively, the "Agreement") between you and each Covered Party relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.