

1. Applicability

1. These Terms & Conditions apply to all contracts concluded via the online shop at Labelmakers.com, operated by Labelmakers.com, and the buyer or customer. Labelmakers.com does not recognize any deviating or supplementary terms and conditions unless expressly agreed to in writing.
2. Unless otherwise stated, these Terms apply to business transactions with commercial buyers (B2B). Consumer transactions are subject to applicable US federal and state consumer protection laws.

You will also be contracting with:

Avery Products Corporation
DBA: Labelmakers.com
12 Technology Dr. Chelmsford, MA 01863
Phone: (866) 295-4822 **Email:** info@labelmakers.com

2. Subject Matter of the Contract

1. The subject of each agreement is the manufacture and supply of custom labels by Labelmakers.com in accordance with the Customer's specifications.
2. Labelmakers.com reserves the right to subcontract production at no additional cost to the Customer.

3. Account & Binding Contract

1. All contracts via labelmakers.com are conducted in English.
2. Customers may use the online calculator to estimate pricing by entering label parameters and clicking "Calculate." Clicking "Next Step" does not constitute a binding order.
3. A customer account is required to place orders. Account registration is free and does not constitute a binding order.
4. Once logged in, the Customer may upload print-ready artwork and preview labels. Labelmakers.com does not verify submitted artwork; the Customer bears sole responsibility for the accuracy of all files and data provided.
5. A binding order is placed by clicking "Order Now" after accepting these Terms. The Customer is bound upon submission.
6. Labelmakers.com will confirm receipt of the order by email. This confirmation of receipt does not constitute acceptance of the order.
7. A contract is formed upon Labelmakers.com's written order confirmation, or upon shipment of the ordered labels.
8. Labelmakers.com reserves the right to decline any order.
9. Order confirmations are stored in the Customer's account at labelmakers.com and may be accessed, printed, or downloaded at any time.
10. Customers may close their account at any time by emailing info@labelmakers.com.

4. Press Proofs

1. Physical press proofs are available for an additional fee unless expressly agreed otherwise in writing.
2. Missing, incomplete, or incorrect information shall not create obligations on the part of LabelMakers.com.
3. If a Customer cancels a confirmed order, Labelmakers.com, may charge a cancellation fee of 10% of the order value to cover processing and lost profit. The Customer may submit evidence that actual damages are lower.

5. Right of Return for Customer Orders

Custom labels are manufactured to the Customer's specific requirements and cannot be resold or repurposed by Labelmakers. Accordingly, no right of return or revocation exists for custom-produced orders, except as required by applicable law or as set forth in the warranty provisions below.

6. Order Changes

1. Any changes requested after contract formation require a separate written agreement.
2. Preliminary work such as proofs, drafts, and digital mockups will only be provided upon express written request.
3. Customer-initiated changes, including any resulting production downtime, will be billed to the Customer.
4. Labelmakers.com reserves the right to make reasonable adjustments if submitted information is missing or incorrect. Any resulting additional costs shall be borne by the Customer.

5. Labelmakers reserves the right to make minor technical changes to materials or design that do not affect the contractual objective

7. Delivery

1. Unless otherwise agreed, delivery will be made to the Customer's specified shipping address.
2. Quoted delivery times are estimates and subject to timely receipt of correct files and unforeseeable production disruptions.
3. Delivery timelines are automatically extended for any period during which the Customer fails to fulfill obligations to Labelmakers.com, including delays in approving proofs.
4. Delivery is considered fulfilled when good leave Labelmakers.com's production facility by the agreed ship date.
5. Partial shipments are permitted where reasonable and may be invoiced separately.

8. Acceptance & Storage

1. If the Customer fails to accept delivery due to circumstances within the Customer's control, Labelmakers.com may seek compensation for additional costs incurred.
2. Storage fees of 0.5% of the order value per month (maximum 5%) may be charged for delayed acceptance, with the right of either party to demonstrate actual costs differ.
3. Customer data and files will only be archived beyond delivery by express written agreement and for an additional fee.
4. If Labelmakers.com is entitled to claim damages in lieu of performance, Labelmakers.com may claim 15% of the order price unless the Customer demonstrates actual damages are lower.

9. Force Majeure

1. Production and delivery timelines are extended by the duration of any force majeure event, including but not limited to acts of God, war, fire, strikes, government action, supply chain disruptions, or material shortages affecting Labelmakers.com or its suppliers.
2. Labelmakers.com will notify the Customer promptly upon becoming aware of any such event.
3. If production is delayed more than six weeks due to force majeure, either party may withdraw from the affected portion of the contract.

10. Pricing & Shipping

1. Prices are confirmed to the Customer before a binding order is placed. All prices are in US Dollars (USD) and are exclusive of applicable taxes and shipping costs unless otherwise stated.
2. Domestic US shipping rates are calculated at checkout based on order weight and destination. Free standard shipping thresholds may apply as displayed on the website.
3. International orders are subject to additional shipping charges, customs duties, and import taxes, which are the responsibility of the Customer.
4. Labelmakers.com reserves the right to adjust pricing if Customer-provided information is incorrect or if the Customer requests changes after the order is confirmed.
5. Shipment insurance is available at the Customer's request and expense

11. Payment

1. The Customer agrees to pay the full agreed price for all orders.
2. Accepted payment methods include major credit cards, ACH bank transfer, and PayPal. Labelmakers.com reserves the right to require prepayment or restrict payment methods based on account history or credit review.
3. Credit card payments are charged at the time of order.
4. Invoices not paid within 30 days of the due date are considered past due. Late payments accrue interest at the rate of 1.5% per month (18% per annum), or the maximum rate permitted by applicable state law, whichever is lower. A flat administrative fee of \$50.00 USD may also be assessed per overdue invoice.
5. Labelmakers.com reserves the right to withhold production on new orders until outstanding balances are resolved.

12. Production, Risk of Loss & Packaging

1. Production takes place at Labelmakers.com's facility. Labelmakers.com will arrange shipment to the Customer's specified address unless otherwise agreed.
2. Risk of defect passes to the Customer upon written approval of press proofs or digital proofs, except for defects that arise solely during production after such approval.
3. Risk of loss or damage passes to the Customer upon handover to the shipping carrier.
4. Labelmakers.com determines packaging type and extent unless otherwise agreed. Disposable packaging is the Customer's responsibility to recycle or dispose of.
5. Customers must inspect goods upon delivery. Any visible shipping damage must be documented immediately and reported to both the carrier and Labelmakers.com within 5 business days.

13. Inspection & Defect Notification

1. Customers must inspect all delivered goods promptly upon receipt and report any defects in writing within 10 business days of delivery. Failure to report defects within this period constitutes acceptance of the goods.
2. Use of defective goods is not permitted. If a hidden defect is discovered after use has begun, further use must cease immediately. The Customer bears the burden of proving that a hidden defect exists.
3. Defective goods must be made available to Labelmakers.com for inspection. Labelmakers.com reserves the right to charge inspection costs for complaints found to be without merit.
4. Defect notifications do not relieve the Customer of payment obligations.
5. Partial defects do not entitle the Customer to reject an entire order unless the partial delivery has no utility to the Customer.
6. Minor dimensional or color variations within industry-standard tolerances are not grounds for complaint.

14. Warranty

1. Where a verifiable defect exists in Labelmakers' goods or services, Labelmakers.com will, at its discretion, remedy the defect, supply a replacement, or issue a credit.
2. Defect remediation may be performed by the Customer with prior written approval from Labelmakers.com.
3. Warranty claims for expenses incurred after goods are moved from the original delivery address are excluded unless otherwise agreed.
4. Over- or under-deliveries of up to 10% of the ordered quantity are within acceptable tolerance and cannot be disputed. For custom paper stock orders under 500 lbs, this tolerance increases to 20%.
5. Warranty does not apply to defects that do not meaningfully affect the value or usability of the labels.

15. Intellectual Property

1. Artwork, files, and specifications submitted by the Customer are produced at the Customer's risk. The Customer indemnifies Labelmakers.com against any third-party intellectual property claims arising from the execution of Customer-provided designs.
2. Labelmakers.com is not liable for IP infringement resulting from the combination or use of its goods with third-party products, unless Labelmakers.com is directly responsible.
3. Production tools, digital files, lithographs, and printing plates created by Labelmakers.com remain Labelmakers.com's property even if invoiced separately.
4. All designs, drafts, and creative work originated by Labelmakers.com are protected by copyright and may not be used without written consent, unless created entirely from Customer specifications.

16. Liability

1. Labelmakers.com is liable for damages resulting from intentional misconduct or gross negligence in accordance with applicable US law.
2. Labelmakers.com's liability for simple negligence is excluded except in cases involving breach of a material contractual obligation, in which case liability is limited to foreseeable, contract-typical damages.

3. This limitation does not apply to personal injury, death, fraudulent concealment of defects, or claims arising under applicable product liability statutes.

17. Limitation Period

1. Claims arising from product defects must be submitted within 1 year of delivery. This limitation does not apply to claims involving personal injury or intentional misconduct.
2. Subsequent performance or repair efforts do not restart or toll the limitation period.

18. Retention of Title

1. Labelmakers.com retains title to all goods until full payment is received. All IP rights in illustrations, technical documents, and production materials remain with Labelmakers.com.
2. Customers may resell goods in the ordinary course of business provided they remain current on all obligations to Labelmakers.com.
3. Customers must notify Labelmakers.com immediately of any insolvency, bankruptcy proceedings, or creditor actions affecting goods in which Labelmakers.com retains title.

19. Governing Law & Jurisdiction

1. These Terms are governed by the laws of the State of MA, without regard to conflict of law principles.
2. Any disputes shall be resolved in the state or federal courts located in Middlesex County, Massachusetts. Labelmakers.com reserves the right to bring claims in any court of competent jurisdiction.
3. If any provision of these Terms is found invalid or unenforceable, the remaining provisions remain in full force and effect. The parties will work in good faith to replace any invalid clause with one that achieves the same commercial intent.

20. Dispute Resolution

Labelmakers.com encourages resolution of disputes through direct communication first. For unresolved disputes, customers may contact Labelmakers.com at info@labelmakers.com. Consumers may also file complaints with the Federal Trade Commission (FTC) at ftc.gov or the relevant state Attorney General's office.

21. Contact

Labelmakers.com
12 Technology Drive
Chelmsford, MA 01863
Email: info@labelmakers.com
Website: labelmakers.com
Phone: (866) 295-4822