**Terms and Conditions**

Welcome to Top Notch Attyre!

These terms and conditions outline the rules and regulations for the use of Top Notch Attyre's Website, located at [www.topnotchattyre.com](http://www.topnotchattyre.com/).

By accessing this website we assume you accept these terms and conditions. Do not continue to use Top Notch Attyre if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this website and compliant to the Company’s terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client’s needs in respect of provision of the Company’s stated services, in accordance with and subject to, prevailing law of Netherlands. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

**Payment Policies**: All orders are pre-paid

In the rare event in which order/s are not pre-paid, for reasons that only the owners of Top Notch Attyre can decide. Payment terms will be negotiated in writing. All and only Texas orders are subject to 8.25% sales tax.

**Cookies**

We employ the use of cookies. By accessing Top Notch Attyre, you agreed to use cookies in agreement with the Top Notch Attyre's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user’s details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

**License**

Unless otherwise stated, Top Notch Attyre and/or its licensors own the intellectual property rights for all material on Top Notch Attyre. All intellectual property rights are reserved. You may access this from Top Notch Attyre for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

* Republish material from Top Notch Attyre
* Sell, rent or sub-license material from Top Notch Attyre
* Reproduce, duplicate or copy material from Top Notch Attyre
* Redistribute content from Top Notch Attyre

This Agreement shall begin on the date hereof. Our Terms and Conditions were created with the help of the [Terms And Conditions Template](https://www.privacypolicies.com/blog/sample-terms-conditions-template/).

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. Top Notch Attyre does not filter, edit, publish or review Comments prior to their presence on the website or social media platforms. Comments do not reflect the views and opinions of Top Notch Attyre,its agents and/or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, Top Notch Attyre shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website or social media platforms.

Top Notch Attyre reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

* You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
* The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;
* The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy
* The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant Top Notch Attyre a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media in any way Top Notch Attyre see fitting.

**Hyperlinking to our Content**

The following organizations may link to our Website without prior written approval:

* Government agencies;
* Search engines;
* News organizations;
* Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
* System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Website.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party’s site.

We may consider and approve other link requests from the following types of organizations:

* commonly-known consumer and/or business information sources;
* dot.com community sites;
* associations or other groups representing charities;
* online directory distributors;
* internet portals;
* accounting, law and consulting firms; and
* educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Top Notch Attyre; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party’s site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an email to info@TopNotchAttyre.com. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait at least 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

* By use of our corporate name; or
* By use of the uniform resource locator being linked to; or
* By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party’s site.

No use of Top Notch Attyre's logo or other artwork will be allowed for linking absent a trademark license agreement.

**File Requirements**

All images, after being enlarged or reduced for reproduction, will crop approximately 1/16″ to 1/4″ to allow for bleed. We cannot guarantee quality on orders that do not meet the minimum requirements

**iFrames**

Without prior approval and written permission, you may not create frames around our Web Pages that alter in any way the visual presentation or appearance of our Website.

**Content Liability**

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that are rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

**Indemnification**

The customer will indemnify and hold harmless the printer, Top Notch Attyre for any and all loss, cost expense, and damages on any and all manner of claims, demands, actions and proceeding that may be instituted against the printer on the grounds alleging that said printing violates any copyright or any proprietary right of any person.

You certify that you own the rights to use the image(s) being reproduced on your order. DO NOT send any “one-of-kind” prints or artwork. Although we take every precaution to safeguard materials, we are NOT responsible for loss or damage of images or artwork.

All materials we create in producing your order are the property of Top Notch Attyre. This includes typeset layouts and color separations. These materials will NOT be sold or given to any other party. We reserve the right to distribute free samples of your order. Your images may be used in national advertising without your prior consent.

**Your Privacy**

Please read Privacy Policy

**Reservation of Rights**

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and it’s linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

**Removal of links from our website**

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

**Turnaround Times**

Our delivery date is not guaranteed. Your order may arrive late due to unforeseen delays in delivery service, the system of gangrun printing, the breakdown of equipment, illness, acts of nature, acts of God, etc… However, the customer/client is still responsible for payment of work performed.

**Delivery**

Quoted turnaround times start when you give final approval on your order, not from when the order is first submitted. Turnaround times vary and are not guaranteed. Our delivery date is not guaranteed. Your order may arrive late due to unforeseen delays in delivery service, the system of gangrun printing, the breakdown of equipment, machinery malfunction, illness, acts of nature, acts of God, etc… However, the customer/client is still responsible for payment of work performed.

**Refund Policy**

All sales are final. No refunds are available on orders unless production has not commenced and the refund is requested the same business day. In the case of a refund on an order that work has not started, a $20 processing fee will be charged.

**Approval**

By submitting my approval, I agree to the following terms:

I have verified that the spelling and set-up are correct. I am satisfied with the layout and understand that my order will print as it appears here. I understand that the online proof will predict the design layout and text but not the color due to some shifting that may occur in the printing and monitor resolution. I understand that I can no longer make changes to my order once it is approved and assume all responsibility for any errors after approval. Once a job is in processing status, no changes are allowed to the artwork, job characteristics, or turnaround time.

**Proofs**

Proofs will be viewed via email. A reply email with proof approval is mandatory. In the even more rare event that we need to ship hard copy proof via postal mail the following applies.

Shipped orders with a color proof that are not resembling the color and/or positioning on the final proof will be rerun at no charge. We have the final judgment as to what accuracy range is possible to match the color proof.

You are 100% responsible for the accuracy of your layouts. Please proof read all layouts carefully. As postal regulations are subject to change, you are also 100% responsible for complying with current mailing restrictions for postcard orders. Check with your local Post Office.

Top Notch Attye will attempt to but cannot exactly match color and density (as viewed in a 5000K light booth) because of limitations in the printing process, as well as neighboring image ink requirements. The accuracy of each color reproduction is guaranteed to be within 85-90% of the original image you submitted. We accept no responsibility for color variations between submitted images and the actual artwork or product they represent.

**Complaints**

All complaints must be registered with in 24 hours of receipt of job. Should the job contain manufacturing errors and/or defects, we would rerun the job at no charge. We maintain the right to judge what a manufacturing error and defect is.

**Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

* limit or exclude our or your liability for death or personal injury;
* limit or exclude our or your liability for fraud or fraudulent misrepresentation;
* limit any of our or your liabilities in any way that is not permitted under applicable law; or
* exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

In the event Top Notch Attyre cannot meet deadline or promised due date due to machinery malfunction, acts of nature, etc., the customer/client is still responsible for payment of work performed.

• All orders, unless otherwise noted in written agreement, should completed in no more than 90 days if invoice.

• We guarantee color matching up to 90% – color matching requirements are subject to Top Notch Attyre

• Your orders are subject to the industry wide rule that considers acceptable shortages and overages of 10%.