



Terms & Conditions

By submitting a purchase order, the Customer agrees to these Terms & Conditions. In the event of a conflict between these Terms & Conditions and the terms and conditions in a Customer's purchase order, these Terms & Conditions shall control.

Timelines & Delays

An order shall only be deemed as successfully received if a purchase order or signed quote and proper artwork are provided.

A proper artwork must be in vector format as a PDF, AI or EPS file. Any other file types such as JPEG, TIFF, PNG, PSD, Word shall not be accepted. Furthermore, all fonts, imprint/PANTONE colors and imprint sizes must be specified. Failure to provide a proper artwork will delay the overall order timeline and will be updated accordingly.

Should the Customer choose to modify any part of their order including but not limited to their original artwork, item, color, quantity or delivery location, this will also delay the overall order timeline and will be updated accordingly. Such changes may be subject to price adjustments.

An e-proof will be provided to the Customer within 24hrs-72hrs, although this may take longer depending on the item being ordered and level of customization. VOCA MARKETING INC. must receive the Customer's approval within 24hrs after e-proof was sent to the Customer. Should an approval be received after 24hrs or should the Customer choose to make any modifications, this will delay the overall order timeline and will be updated accordingly.

VOCA MARKETING INC. will proceed with production of a Customer's full order only once an e-proof approval is received, unless a pre-production sample is requested or deemed necessary.

Production time on pre-production samples varies and is provided at the quoting stage.

Only once a pre-production sample is approved will the final production of the bulk order start.

NOTE! Timelines are a best-case scenario approximation and are subject to change.

Production times do not include transit time, custom clearance or border delays that are in addition to the shipping time previously noted. VOCA MARKETING INC shall not be responsible for delays in shipping time as a result of unforeseen circumstances or uncontrollable events including but not limited to border delays, custom clearance, delays caused by congestion at ports of entry into Canada and overseas ports, changes in government acts and regulations, labour strikes, third party labour disputes, natural disasters, civil strife, acts of terrorism and/or war. Delays beyond our control will not result in credits.

E-proofs

The Customer shall carefully read, review and understand the e-proof before approving it. By approving the e-proof, the Customer is giving VOCA MARKETING INC. authorization to proceed with the production of the order as per the e-proof. VOCA MARKETING INC. shall not be held responsible for any mistakes or discrepancies discovered on the final product that were on the proof and went unnoticed. The Customer is solely responsible for checking the e-proof to ensure there are no spelling mistakes and that the correct item color, imprint color, imprint size and imprint placement are used.

Colors

Electronic/virtual proofs are provided for content proofing only. Colors may vary from screen to screen and printer to printer. Due to this and the nature of the various product materials (i.e. plastic, metal, fabric, glass, ceramic, etc), surface finishing (i.e. glossy, matte, metallic, porous, etc) and other factors, there may be color variations from the proof and the actual finished product which will not result in credits or discounts. PANTONE/Spot colors are available at an additional cost for more accurate color matching, although an exact match cannot be guaranteed. Colors are matched as closely as possible to PMS/PANTONE colors. VOCA MARKETING INC is unable to guarantee exact color matching. Furthermore, we cannot guarantee exact matches from pre-production samples to the final production run or between orders.

Product Variations

Due to the nature of the materials and the variance in manufactured products, VOCA MARKETING INC. cannot guarantee exact matches or continuity of shade, colour, size, texture, logo placement, label placement or construction of finished goods within orders, on repeat orders or from lot to lot. Furthermore, we cannot guarantee exact matches from pre-production samples to the final production run or between orders. Logos can also vary within orders, on repeat orders or from lot to lot regardless of the decorating method used. Logos that are not perfectly aligned or centered are included in such variations and are not considered defects. This also applies but is not limited to labels. Labels that are not perfectly aligned, centered or positioned from one piece to the next whether glued, sewn or applied manually or by machine are included in such variations and are not considered defects. In our continuing effort to improve our products, we reserve the right to change specifications without notice.

Overrun/Underrun

While every effort is made to ship the exact quantity, VOCA MARKETING INC. reserves the right to ship over or under the quantity per product of the same imprint by 5% and invoice accordingly. Orders that require an exact quantity will be subject to an additional fee on a case by case basis.

Special Requirements

Should there be any limitations that could affect the production or delivery of an order, this must be provided at the quoting stage, before an order is accepted. These include but not limited to:

- Hours of operation outside of standard business hours (9am – 5pm)
- Delivery to a residential address
- Multiple delivery locations
- Guidelines for receiving goods: Pallet height restrictions, box weight restrictions, appointments needed for delivery
- Packaging requirements: specific number of units per case (to be reviewed for feasibility)

Quality Control

During production, products are inspected on a batch system, not individually. Multiple samples are taken at random throughout the production process and inspected to ensure overall and general product quality. Our industry standard defect rate is about 5%, although this can vary depending on the item, its complexity and method of manufacturing (i.e. machine made versus handmade). By choosing to work with VOCA MARKETING INC, the Customer acknowledges and agrees to place and accept orders knowing this tolerance and all factors previously mentioned regarding product variations. VOCA MARKETING shall not be responsible for any additional inspections requested by the client after merchandise has been delivered. Should the client request a more thorough inspection such as a “piece by piece inspection”, an additional fee will be applicable and billable to the client. Such an inspection must be mentioned prior to placing the order as this will affect production time.

Liability Limitation

Merchandise should be inspected immediately upon reception even if it will not be used right away. In the event of a defect in material or workmanship, a written claim with supporting photographs must be received within 10 days after delivery of the goods. Otherwise, the products are deemed to comply with the purchase order and accepted by the Customer.

Save insofar as defects in goods supplied by VOCA causing death or injury to the person, and/or damages to property giving rise to personal economic liability or otherwise, VOCA's liability shall not exceed, in aggregate, the amount paid by the purchaser for the goods supplied under a contract with VOCA causing such damage. In no event shall VOCA be liable for any consequential damages or any other damages whatsoever, including without limitation, any loss of use, lost data, lost profits or lost opportunity incurred by the Customer or a third party. The Customer shall hold VOCA MARKETING INC. harmless of all claims over and above the contract amount paid by the purchaser for the supply of goods causing such damages.