

Warehousing & Fulfillment Terms of Service

The following terms and conditions (the "Warehousing Agreement") govern all use of the warehousing and fulfillment service (the "Warehousing Services") available on or at the [printful.com](https://www.printful.com) website (the "Site"). The Warehousing Services are owned and operated by Printful Inc. ("Printful" or "our"). The Warehousing Service is offered subject to your (the "User" or "you") acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Site by Printful - including, without limitation, Terms of Service, Shipping, Pricing, Return Policy, Privacy Policy and others - each of which is incorporated into this Warehousing Agreement by reference and can be found here: <https://www.printful.com/policies>. If you do not agree to this Warehousing Agreement, do not use the Warehousing Services.

By providing the Warehousing Services, Printful receives and stores inventory on the User's behalf. Printful will prepare the inventory ("Products") for shipment directly to the User's customers ("Customers") upon instructions by the User. Printful receives and processes Customer exchanges and returns.

1. Warehousing Services

Warehousing Services are services that let the User to store various products that comply with the below listed criteria and are owned by the User ("Products") at Printful's warehouse, and Printful will pack and ship them to the User's customers when orders come in.

In order to be able to use the Warehousing Services the User must receive Printful's prior approval of the Products the User wishes to store by submitting the Products for a review. Printful will review whether each Product complies with the following criteria:

1. Is non-perishable;
2. Does not exceed dimensions of 15"x15"x10" inches (or 38x38x25 cm);
3. Is not worth more than \$750 a piece (or 700€);
4. Is in conformity with our [acceptable content guidelines](#) and [Terms of Service](#).

Printful may in its sole discretion review whether the Product submitted for the review or later shipped for warehousing complies with the aforementioned criteria, including but not limited to remeasuring and reevaluating the Product's dimensions, count, value and/or conformity with Printful's policies and guidelines applicable to the Warehousing Services. Printful reserves the right to either approve or reject the Products, as well as to modify the Product's specification and/or fees applicable for warehousing the Product. The User will be informed about the decision.

2. Product restrictions

The User is responsible for observing laws, regulations and rules regarding Products and their delivery. The User is prohibited from delivering and selling the following Products:

1. ILLEGAL, RESTRICTED OR PROHIBITED PRODUCTS (WHETHER IN THE USA OR ANYWHERE ELSE WHERE THE PRODUCT IS TO BE SHIPPED), for instance, explosives, drugs, counterfeit products, hazardous materials, contraband or illegal substances, radioactive elements, etc;
2. animals, date and temperature sensitive products, perishable products, food and beverages;
3. drugs, prescription medications, hormones, steroids, poisonous, toxic or infectious products and substances, medical specimens, pesticides and herbicides;
4. weapons, fireworks, fuel, firearms and guns, tear gas, ammunition, military equipment, military and law enforcement equipment;
5. products that infringe third party rights (e.g. intellectual property rights) or include and/or portray illegal, hateful or immoral content or elements.

3. Term of Warehousing

After the Product is approved for the Warehousing Services User may store Products with Printful for as long term as the User pays Printful the applicable fees for the warehousing of the User's Products (the "**Warehousing Term**").

4. Warehouse Receipt

On a User's delivery to Printful of Products to be warehoused, Printful will issue the User an invoice and confirmation, which shall include the terms of a Warehouse Receipt. The User is required to keep the Warehouse Receipt in its possession and present such Warehouse Receipt to Printful if the User wishes to retrieve any of the warehoused Products from Printful.

5. Responsibility and limits

The User is responsible for the manufacturing (is and as applicable) and delivery of Products to Printful and all related costs. Printful is responsible for safekeeping of Products and damages or losses incurred while they are in Printful's possession, however the liability of Printful for loss of or damage to any User's Products stored at Printful's facility is limited to the amount of the value of the Products as stated in the Warehousing Receipt.

Notwithstanding the aforementioned, Printful is not liable and you release us from any liability for losses or damages caused by the shipping carrier or in the event of non-delivery due to incorrect address provided by the User or Customer. Printful shall under no circumstances be held liable for any special losses due to specific circumstances of the User and/or Customer, indirect or consequential losses or wasted expenditure or if the Product is returned to Printful damaged due to the Customer's or shipping carrier's fault. The User will be informed about such returned and damaged Products and they won't be available for stocking or reselling, however they can still be used for charitable purposes.

Violation of any part of this Agreement or other rules may result in the termination of the User's Printful account. Without limiting other remedies, we may limit, suspend or terminate the Warehousing Services and User accounts, prohibit access to our Site, destroy Products, and take technical and legal steps to keep Users off the Site if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter and spirit of our policies. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for extended periods of time. It is your responsibility to comply with the terms of the Warehousing Agreement, provide us with true and accurate information about you and your Products and follow your use of the Warehousing Services and any changes or notifications made or published by and/or on behalf of Printful on the Site or elsewhere from time to time.

6. Payments and fees

Payment for the Warehousing Services is based on the fixed fee for warehousing, while the fee for storage is based on specifications (quantity, size of items stored, warehouse location, etc.) of each User and his/her Products individually and can change if the specifications are modified. There is a minimum monthly storage fee set by Printful that will be applied to any User using the Warehousing Service, regardless of the amount of Product you store with us. Depending on the location the User has selected for the Warehousing Services, all payments to Printful shall be in either U.S. Dollars or Euros. Printful at its own discretion reserves the right to change the monthly minimum fees and the User will be informed about such changes.

Unless Printful and the User agree otherwise, Printful should carry out the Warehousing Services when the User has accepted the payment request in his/her Printful account, and the charge for the Warehousing Service has been successful. The User shall be responsible for paying all sales taxes, VAT, GST and other taxes and duties associated with the Warehousing Services (if and as applicable).

In case of non-payment Printful at its own discretion can terminate the Warehousing Services according to the procedure set forth in the Warehousing Agreement and destroy and/or donate all User's Products, including damaged items and items with full or partial designs to charity and you hereby waive your right to collect royalties or other fees regarding Products that are destroyed or donated.

7. Shipping and delivery of products

You are responsible and shall cover all expenses (including but not limited to taxes, duties and shipping costs) and clear customs if and as applicable to your Products and their delivery to the Customer.

Printful delivers Products to Customers to most places in the world. There might be some countries we cannot deliver to because of international legal restrictions or shipping carrier limitations.

By using the Warehousing Services the User agrees that some Products can be packaged and shipped separately and the User will cover all shipping costs associated with the Products.

8. Termination of Warehousing

Printful shall have the right to terminate its obligation to store the User's goods at any time with or without a cause, and especially if the User is in default of its payment obligations toward Printful ("**Default**") or violates any part of this Agreement or applicable law. In the event of a User's Default, Printful shall have the discretion to require payment of any outstanding charges owed to Printful and issue the User a new Warehouse Receipt as a condition of continued warehousing of the User's Products. Printful may demand that the User removes the Products from Printful's facility within a stated period not less than 30 days after the providing of such notice to the User.

9. Printful's Lien Against User's Goods

Printful shall have a lien on a User's Products warehoused at Printful's facility as security for the payment of charges owed to Printful in relation to the Warehousing Services. If User owes charges to Printful for Warehousing Services provided by Printful to the User, Printful shall have the right to sell any Products stored in Printful's facility in enforcement of its lien, in accordance with applicable laws.

10. Abandonment of Warehoused Goods by User

The User storing Products at Printful pursuant to a Warehousing Receipt shall have the obligation to retrieve and remove the respective Products from Printful's facility at the end of the storage term. The User may, subject entirely to the discretion and agreement of Printful, request Printful to dispose of remaining Products stored at Printful's facility which the User does not wish to retrieve. On the receipt of a disposal request by a User (which shall be deemed to be an abandonment of the Products by the User), Printful may, at its discretion, destroy or trash the respective Products, or, donate the respective Products to a charity or non-profit organization of its choice, or, sell the Products. Printful shall have no obligation to sell the Products, but, in the event of any sale, Printful shall have the right to retain the sale proceeds, with no obligation to transfer any of the sale proceeds to the User.

If a User leaves Products at Printful's facility without notice or otherwise providing any information to Printful as to the handling of the Products, Printful shall have the right to provide written notice to the User (at its last known contact details) that such User has the obligation to retrieve the respective Products from Printful's facility within 30 days after Printful has sent the notice. Following the 30 day period, if the User has failed to retrieve its Products from Printful's facility, Printful shall have the right to provide a second written notice to the User (at its last known contact details) that such User has the obligation to retrieve the respective Products from Printful's facility within 15 days after Printful has sent the second notice. If the respective User fails to retrieve its Products from Printful's facility by the end of the 15 day period pursuant to such second notice, then the respective User's Products stored at Printful's facility shall be deemed to be abandoned, in which case Printful shall have the right to handle the abandoned Products as described herein.

11. Indemnity

You will indemnify and hold Printful (and its officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

12. Law and jurisdiction

If a dispute arises between you and Printful, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Any dispute or claim arising out of or in connection with Services or subject matter or formation (including non-contractual disputes or claims) must be resolved by a court located in the State of North Carolina, USA.

13. General

No agency, partnership, joint venture, employee-employer, franchiser-franchisee relationship, etc. is intended or created by this Agreement. You acknowledge that you have all the necessary permits to grant us with Customers' personal data to fulfill this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to you. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee that we will take action against all breaches of this Agreement.