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All TERMS OF SALE listed here are applicable to the purchasing of any images, prints, canvases, imaging services, Media and/or other Product(s) (available through Photography by James, LLC) online store. The TERMS OF SALE may not be altered or amended in any way using any other document, such as purchase orders, emails, etc. A separate written agreement between the customer and Photography by James, LLC must be validated and signed if any alterations or amendments to the TERMS OF SALE are instituted. In the event of conflict between TERMS OF SALE and provisions stated in the TERMS OF USE, the document TERMS OF SALE will govern control conditions of all Products.

Photography by James, LLC facilitates purchasing of Products manufactured through its relationship with its party vendors. Purchasing of these Products will constitute your personal acknowledgement that through the manufacturing, printing, etc. of these any of the available Media and/or physical medium Products is performed by said vendors, and that Photography by James, LLC role is solely to facilitate and support these vendors for each order pursuant to these TERMS OF SALE.

Pricing & Payment Terms

Purchasing of Media, Products, and/or Services through Photography by James, LLC online store requires that the customer provide valid Payment Information as required by the online store. Photography by James, LLC reserves the right to terminate a customer's order for any and all purchases where we are unable to process your provided Payment Information and you do not provide an alternative payment form upon Photography by James, LLC written request.

The TERMS OF SALE require the customer agrees to financially reimburse Photography by James, LLC for all costs incurred during the collecting of amounts owed by the customer to either Photography by James, LLC or third-party vendor including, without limitation, attorneys' fees and costs of any collection agency used.

Photo Downloads; Shipping Terms and Policies

If any digital download of Media and/or Product(s) is included under purchase agreement, or contract, the download will be made available through Photography by James, LLC Sales upon receipt of valid Payment Information, or alternatively through an email address provided at the time of purchase. Downloads are only available once, and it is the responsibility of the customer to save the file following download.

If any physical Media and/or Product(s) are purchased, Photography by James, LLC will use all commercially reasonable efforts in conjunction with third party vendors to ship all orders for such purchases within the estimated delivery time applicable and chosen.

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Return Policy

Photography by James, LLC is a small business that produces all prints and merchandise as ordered and are thus able to provide a limited return policy that will be on a case-by-case basis. If for any reason you, the customer, are unsatisfied with any physical Media and/or Product(s) purchased through Photography by James, LLC online store, Photography by James, LLC will accept the return for select reasons within fifteen (15) days of your receipt of the digital or physical product(s), which is determined by the delivery date by carrier. Photography by James, LLC will ONLY accept returns for visually or physically defective products. The customer is responsible for all return shipping costs. Upon successful completion of the return process, and receipt of the returned product, the customer will have the option to either accept a new item of the purchased Media and/or Product or be issued original a full refund of the purchase price paid by the customer less shipping costs, unless the product has been determined to be damaged in anyway as a result of the customer. Any dissatisfaction with color, print type/media, or other similar attributes and reasoning will not be accepted as valid reasons for return. Photography by James, LLC may provide a reprint if there are any visual defects that result directly from the printing process. If the package is damaged during shipment, please reach out to us as soon as possible and send photographs/images of the product packaging “as-received” by you.

If for any reason the customer is unsatisfied with digital Media and/or Product(s) (i.e., photo download, software preset, etc.), then at the customer’s request, Photography by James, LLC may issue a full refund of the purchased price paid by the customer at the sole discretion of Photography by James, LLC based on the circumstances within the fifteen (15) day window following digital delivery of the product(s). To request a refund or replacement for any purchased Media and/or product, please contact Customer Service at james@photographybyjames.comcast.biz.

refund and/or order the correct product. If this occurs, please contact james@photographybyjames.comcastbiz.net as soon as possible as this window of time to correct an order prior to fulfillment depends on many factors.

Product Availability and Pricing

Photography by James, LLC and its vendors may revise or discontinue available Media and/or Product(s) at any time without prior notice. It is possible that these Media and/or Product(s) may become unavailable even after an order is placed, in which case PBJ will issue a full refund or replacement depending on the customer’s request. All prices are subject to change without notice.

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Merchandise Warranty, Returns, and Exchanges

Photography by James, LLC makes no warranty claim for its provided products. If there is any defect with the merchandise (apparel, home goods, etc.) it will be replaced at our expense and an equivalent product will be provided at no additional charge to the original purchaser. Though the original purchaser is responsible for all shipping charges to return the original and defective item as well as the new replacement item. All returns shall be sent to the following return address: **688 3rd Street Beaver PA 15009**.

For packages lost in transit, **all claims must be submitted no later than 4 weeks after the estimated delivery date.**

Keep in mind that if tracking information states an order was delivered but the original purchaser thinks they haven't received it, we won't take responsibility and reship that order.

If something arrives damaged, send a photo of the damaged goods to james@photographybyjames.comcastbiz.net then we'll gladly send a replacement at no cost to you.

Any returns or problems that occur because of an error on our part will be handled at our expense. If the original purchaser would like to exchange or return a product without any defect or due to a wrong size being ordered, we will not accept the return or exchange.

If the item is returned to our facility, someone from our team will contact you regarding the return. We will ship the return to you; however, you will be responsible for the shipping cost a second time.

Photography by James, LLC does not accept exchanges. If the incorrect size, incorrect print, or incorrect product is ordered, the customer is solely responsible for the costs of the product and its shipping costs billed at time of purchase. If the mistake was caught prior to order fulfillment, there may be a possibility to correct and issue a refund and/or order the correct product. If this occurs, please contact james@photographybyjames.comcastbiz.net as soon as possible as this window of time to correct an order prior to fulfillment depends on many factors.

Any claims for misprinted/damaged/defective items must be submitted within 4 weeks after the product is received. For packages lost in transit, all claims must be submitted no more than 4 weeks after the estimated delivery date. If the recipient's entered address is wrong, then you are held responsible. Usually, the package is sent back to the return address and the original purchaser will be charged. If the recipient's entered address is wrong, then you are held responsible. Usually, the package is sent back to the return address and the original purchaser will be charged.

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