

GUARANTEE

285 Teamwear guarantees the quality of its products and service. If you are not satisfied with your purchase from us, simply contact our team within 7 days from the date of your purchase and subject to the following criteria we will replace the product in question.

285 Teamwear products are made-to-order with the best quality materials possible including our state-of-the-art digital printing equipment. 285 Teamwear takes great pride in its commitment to customer satisfaction. However, certain circumstances are beyond our control. Please note that we cannot be responsible for:

- Spelling, punctuation or grammatical errors made by the customer.
- Inferior quality or low-resolution of uploaded images provided by the customer.
- Design errors introduced by the customer in the design creation process and/or approved by the customer at final art stage.
- Errors in user-selected options such as product type, colors, names, numbers or size

Please examine your designs carefully and correct any mistakes prior to placing and finalising your order and approving artwork. In an effort to keep costs down and pass substantial factory direct savings to you, our customers, 285 Teamwear relies on customer co-operation, checking, timely approvals.

RETURNS

What can be returned: Most of the items we sell can be returned. All returns must be in their original packaging. Items to be returned must be in new condition. If there is any noticeable wear, the item(s) simply cannot be returned.

What cannot be returned: No returns will be accepted after 30 days of receipt of purchase. Items that are not in their original packaging cannot be returned. Items with noticeable wear cannot be returned. Items must be in like new condition to be eligible for return.

Returns for refund: must be made within 30 days of receipt of purchase.

Shipping charges for products returned: All shipping charges for returning products to us must be paid by the returnee. We do not reimburse shipping charges.

ACCEPTANCE OF TERMS AND CONDITIONS

Your access and use of the Website is conditional upon your acceptance and compliance with these terms and conditions. 285 Teamwear may amend the Terms of Use from time to time and without notice. By continuing to use the Website you accept and are bound by the Terms of Use as they apply from time to time.

MATERIAL ON THE WEBSITE

The material on the Website, including all text, graphics, images and other material is provided by 285 Teamwear for general guidance and is intended to offer the user general information of interest only. The Material is not legal financial or other professional advice and should not be relied on as a substitute for such advice. Neither the transmission of Material on the Website nor your receipt of any material is intended to create any professional or fiduciary relationship between you and 285 Teamwear. 285 Teamwear makes no warranties or representations regarding the quality, accuracy, completeness, merchantability or fitness for purpose of any of the Material. We endeavour to take care in compiling the Material however the Material may contain inaccuracies, errors or omissions.

Any use and/or reliance on the Material is at your own risk.

PRELIMINARY & ONGOING WORK

All work begun and/or completed operates under Australian and Associated International Copyright Laws and is protected as such through our rights as Graphic Designers, Photographers and Artists. You may not copy, reproduce, republish, upload, post, transmit, sell, distribute, transfer or modify any of the content, data, information or materials deliberated by 285 Teamwear. All

services and products deliberated between 285 Teamwear and the customer are solely for the customer's own use only provided that they:

- (a) keep intact all copyright and other proprietary notices; (b) do not use the material in a manner that would compete with or damage the goodwill associated with 285 Teamwear; (c) do not use the material in a manner that suggests an association with any of our services, brands, or products (unless otherwise authorised in writing by us); and (d) you make no modifications to the material. You further agree that, except as expressly provided in this Agreement you shall not duplicate, download, publish, modify or otherwise distribute any material for any purpose other than for the sole and own individual use unless otherwise specifically authorised by us.

INTELLECTUAL PROPERTY

Our designs are important to us - they are the backbone of our business discipline. Regardless of the circumstances in which you come to view our design work (EOI, RFQ, tender, submission, catalogue, mail website or quote) we are the lawful rights holder of the Intellectual Property (IP) rights under Australian and international laws. International property rights are protected under the Copyright Act 1968. Our designs are protected from the moment they are created. The designs are not required to be registered.

TEAM PORTAL

- Custom made portal orders can not be cancelled or refunded after the shopping period has finished and garments have entered the production stage.
- Order sizes or quantities cannot be changed after a purchase has been made. If the client does wish to change order details during the current shopping period, their purchase will be refunded in full and the correct order can be placed again using the team portal.
- Due to the team portal overheads and uncertainty of final order quantity's, the 285 Teamwear portal pricing will differ from the bulk pricing guide.
- 285 Teamwear reserve the right to apply an additional 2% surcharge to the total price on all credit card and online payments to cover merchant fees.

PAYMENT

285 Teamwear shall be entitled to invoice the customer for 50% of the price of the customer's order prior to beginning any work and may not (in its absolute discretion) commence any work until such 50% is fully paid by the customer and 285 Teamwear shall be entitled to invoice the remaining 50% when the order has been or is in the process of being completed. whether or not the goods have been collected or delivered to the customer. Payment shall become due and payable with 7 days of the date of invoice. An extra charge may be payable if 285 Teamwear agrees with the customer to deliver the goods or expedite the order. In the event of the processing of the customer's order being suspended or delayed as a result of any act or omission on the part of the customer for a period of 30 days. 285 Teamwear shall be entitled to payment for that part of the work relating to the customer's order which has been processed. If the customer fails to supply requested information for a period exceeding 10 working days. thus preventing or halting the completion of the order. 285 Teamwear will be entitled to invoice for the full amount. If the customer fails to make any payment on the due date then. without prejudice to any other right or remedy available to 285 Teamwear. 285 Teamwear be entitled: - to cancel the order or suspend any further deliveries to the customer; to appropriate any payment made by the customer as 285 Teamwear may think fit (notwithstanding any purported appropriation by the customer); and to charge the customer with all costs and expenses involved in collecting the overdue payment.

RISK AND OWNERSHIP

Ownership of the goods being the subject of this contract shall not pass to the buyer until they are fully paid for. but the risk in the goods shall be borne by the buyer from the date of delivery to the customer. Rights of ownership of all artwork and multimedia work remain with 285 Teamwear until an invoice has been issued for that artwork and fully paid for. The payment for any artwork fees or set up fees does not constitute nor imply the transfer of ownership of the intellectual property.

MISCELLANEOUS

The buyer shall be liable for all legal costs (including legal and own costs. collection. commission and tracing agents' charges) incurred by 285 Teamwear. arising out of any breach of the buyer's part. In the event of any breach on the buyer's part. 285 Teamwear. shall be entitled to cancel the contract and to retain all amounts paid without prejudice to its rights to recover damages. No indulgence. leniency or extension of time which the company may grant or show to the buyer shall in any way prejudice the company or preclude the company from exercising any of its rights in the future.

CANCELLATION

Subject to the provisions hereof. no contract shall be capable of cancellation without the written consent of 285 Teamwear.

BEYOND CONTROL

285 Teamwear will make every effort to carry out the customer's instruction and the resulting contract but shall be under no liability if unable to carry out any provision of the contract for any reason beyond 285 Teamwear's control (without limiting the foregoing) including inability to secure labour. materials or supplies. breakdown of machinery or malfunctions. or as a result of any Act of God. war. labour dispute. fire. flood. legislation. failure of power supply or any cause beyond 285 Teamwear's control During the continuance of such contingency the customer may by notice in writing to 285 Teamwear elect to terminate the contract and pay for work done up to such notice and for materials used. but subject thereto shall otherwise accept delivery when available.

JURISDICTION

These conditions and all other terms of the contract shall be governed and construed in accordance with the laws of Victoria. Australia. Acceptance of the terms herein and all other terms of the contract is a necessary condition of any work entered into with 285 Teamwear and is not subject to approval or examination.

COPYRIGHT AND TRADEMARK NOTICES

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