

By submitting an order with Manta Blue Designs/Designs by Manta Blue (herewith also referred to as 'We', 'Us' 'our') you acknowledge that you have read, understand and agree to the following sales terms and conditions.

PERSONAL INFORMATION/CUSTOMER CONTACT DETAILS

The personal information you provide will be used to process your order and for any related correspondence. Relevant information may be disclosed only to third party service providers (e.g. courier/delivery companies) for the provision of their service.

PAYMENT TERMS

- All transactions are processed in \$AUD and include GST.
- Orders will not commence until payment is received.
- Orders not paid for will not be processed or dispatched.
- Once payment has been made it is assumed the customer has read and accepted all invoiced items.

CREDIT CARD PROCESSING

- We accept Bank Deposit, Master Card or Visa Card. Card payments are processed via Stripe and must be made online (merchant fees apply).

MODIFYING AN ORDER

- Any *changes approved by Us may incur an exchange fee to cover the cost of administrative reprocessing of your order and stock transfers.
- Any changes to your order may add additional processing time (to allow for re-ordering new stock in from suppliers, re-sending artwork proofs etc).
- Additions can be processed if advised prior to the order being dispatched and are paid for in full however may also add additional time to the completion and dispatch of the order.

CANCELLING AN ORDER

Cancellation fees and charges can and do apply. These fees and charges are to partially cover the time involved in administration, stock transfers and freight, printing costs, graphic/artwork preparation etc (artwork cancellation fees & charges outlined below under 'Artwork & Artwork Setup').

- If you wish to cancel your order this must be advised of in writing *within 2 business days of invoice payment date*. We will issue a store credit or refund of amounts paid less any fees and charges as outlined below. Refunds will not be given if you cancel an order more than 2 business days after invoice payment.
- Cancelling or *changing your order within 2 business days of invoice payment date:
 - if stock *has not* been ordered or your order has not commenced production the minimum processing fee of AUD \$3.00 will apply, to cover administration processing. Any fees charged for online payments remain with the payment platform used and will not be credited/refunded.
 - If stock *has been* ordered and picked/transferred between warehouses to fulfil your order a *minimum* fee of \$10.00 will apply per brand.
 - If artwork has been prepared but not applied, cancellation fees will be equal to any or all setup fee costs.
 - If artwork has been printed ready for application but not applied, cancellation fees will be 50% of artwork print costs charged.
 - if artwork has been set up or proofs provided, cancellation fees will be as outline below in 'Artwork & Artwork Setup'.
 - If an order has been decorated *and/or* processed for dispatch, you cannot cancel or amend the order.
- You will not be responsible for cancellation fees if We cannot fulfill your order, and any amounts paid will either be partially or wholly credited or refunded.

SIZING

- Size charts are provided for each item, measurements are in CM (centimetres) unless specified otherwise and are *generally* a half measurement – double it for all-around measurement. Sizing guides provide assistance on how to size garments and interpret size charts.
- Choosing a garment size is the customers responsibility. When placing an order it is accepted the customer has checked the individual items' size chart and measured accordingly. We cannot be held responsible for incorrect sizing ordered. Measurements can vary within 2.5cm and is an acceptable tolerance. If you are unsure of the sizing we recommend going up in size for a looser fit, down in size for a closer fit.

GARMENT CARE

- Manufacturer washing instructions where advised on item tags/labels should be strictly followed to avoid any fading or other issues.
- We do not recommend the use of a dryer for any decorated item. If ironing your garment, to avoid direct contact with embellishments we recommend turning the item inside out and ironing on the back side.
- Any issues with items that arise from general use/wash and wear and within manufacturer instructions unless faulty, is the customers responsibility as these factors are outside of our control.

COLOURS

Colours of goods displayed online & colour charts may differ depending on the device used and from screen to screen and colour/s of the physical garment may differ depending on batch and exposure to natural elements. We are not responsible for exact colour matching.

CUSTOMER GARMENT/PRODUCT SUPPLY (SYO)

- SYO' - Customers may request to supply their own garments/products for decoration and garment style/s and brand/s must be advised prior to issue of quotation. Minimum quantity of garments (includes headwear) is 10/other products is 1 and must be a brand or style not able to be supplied by us. If supplying your own garments an SYO surcharge may also apply and is at our discretion and advised when quoted.
- We cannot and will not be held responsible for any garment/product damage that may occur during artwork application and/or transit and replacement of garments/products would be at your own cost. Although these incidents happen rarely, if you proceed with an order, We will ask you to sign our SYO document stating your understanding and agreement of this.

DELIVERY & SHIPPING POLICY

- We ship Australia wide (mainland only) and will make every effort to ship your products within 1-4 weeks as a general guide.
- Orders that require artwork addition will take between 2-4 weeks to complete (from payment date) plus delivery time. This is a general guide and any delays will be advised of as soon as possible.
- Once an order is dispatched allow 2 – 7 working days for delivery as a general guide.
- We cannot be held responsible for delays in providing orders due to supplier's stock availability.
- We cannot be held responsible for goods lost or delayed by common carrier, international or Australian Customs departments, natural disasters or other instances outside of their control.
- Track and trace details will be provided once your items have been shipped. Deliveries can be requested to be delivered with signature however as contracted services are paid for signature on delivery this is not an assured service.

SHIPPING COSTS

- We offer Complimentary delivery for orders to an address within 12kms of Cockburn Central, Perth Western Australia.
- Orders delivered within Western Australia – as a guide Australia Post pricing will apply, and cost will be advised of with order invoicing.
- Orders delivered outside of Western Australia – as a guide Australia Post pricing will apply, and this cost will be advised of with order invoicing.

ARTWORK ADDITION

We accept artwork/logos from customers under the understanding that the customer has sought permission from the owner of the artwork/logo for reproduction or has obtained the required artwork licence/copyright licence. We will not be held responsible if a customer solicits reproduction without this permission/licence. The responsibility is with the customer for any copyright infringements for logo/image use.

ARTWORK & ARTWORK SET UP

- **Embroidery** – Cost of a Standard Embroidery is **from* \$9.00 per item per position. A \$30 artwork set up fee applies for new standard embroidery, size being up to 11cm wide (not exceeding 10,000 stitches). Price per embroidery and set up fees for artwork/new artwork over 11cm wide/more than 10,000 stitches will be quoted on a job by job basis.
- **Embroidery** – SYO - Cost of a Standard Embroidery when customer is supplying own garments is **from* \$10.00 per item per position.
- **Embroidery** - Maximum colours for a standard embroidery is 10. Metallic colours will incur additional costs.
- **Embroidery** - A minimum fee of \$10 for text and \$30 for logo's/other artwork applies to all orders if customer cancels their Embroidery once proofs have been provided/set up prior to production.
- **Embroidery** – A \$20.00 surcharge per artwork applies to all orders under 10 items including new and repeat artwork and at our discretion. Caps are treated as separate orders, regardless of total quantity of items ordered **e.g. 1) 10 hoodies and 7 caps, or 7 hoodies & 10 caps with the same artwork will incur one surcharge / e.g. 2) 10 hoodies and 10 caps with the same artwork - no surcharge.**
- **Screen Printing** – Minimum Qty of 20 items. A \$15 artwork film set up fee applies per logo of the same size, up to A4 size.
- **Screen Printing** - A \$15 screen charge applies per colour, per order including repeat printing.
- **DTF Transfer** – No minimum – quoted on a job by job basis. Artwork is printed 'as is' as supplied to Us by the customer, fees will apply if the artwork needs redrawing/editing and quoted per job. Colours can only be matched within the limits of the print machine capability.
- **Heat Press/HTV** - No artwork set up fees or minimums apply to heat press numbers, individual names, team names or other simple flat artwork designs and will be quoted on a job by job basis.
- **The same artwork required in different sizes and/or colours** is treated as a separate design and will incur setup fees/charges as above.
- **Artwork proofs** and mock-ups are issued after payment of your order has been made.
- **Edits to artwork** - basic edits can be made (i.e. change of colour, increase/decrease in size, omission of text), however this will depend on the artwork file provided. Any major edits or re-draws of the design will incur an edit fee and is from \$55.00.
- All artwork prepared and/or provided by Us is the intellectual property of Manta Blue Designs (including visual mock-ups and artwork proofs and drafts) and are not to be modified, shared or used externally unless permission is granted by Us.
- **Artwork approvals** are required in writing and should be confirmed via reply email as soon as possible. It is the customers responsibility to check proofs carefully. We cannot be held responsible for any errors of placement, spelling, grammar, colour or any other artwork errors approved by the customer. **IMPORTANT: If no response is received within 12 weeks from date of issue, the order will be cancelled and all payments made will be forfeited.**
- **Repeat artwork** of a previously approved logo does not require reapproval and the order will progress to production, unless you advise of changes or supply new artwork/logo files - if you require proofs to be re-sent you must advise this in writing at the time your order is placed.
- Once artwork is applied, orders cannot be cancelled as these are branded with customer artwork.
- **Note:** Embroidery, Screen Printing and Heat Press applications are a physical process, items are framed manually by hand on machines and/or tables. Allowances in artwork placement differences are in general deemed as acceptable up to 2-5 cm.

GRAPHIC DESIGN

No creative or development work will commence until We have received written approval of the quotation (by hand or by email) and quoted costs are paid in full (unless otherwise agreed in writing). This also applies if a written agreement is entered into and wherein a project is delivered in 'stages', whereby a deposit will be required before proceeding to each new stage. Colours displayed online of any design and any colour charts may differ from screen to screen and actual artwork colours will be provided in one or more formats being PMS and/or CMYK and/or RGB. All design work remains the intellectual property of Manta Blue Designs including all personal, professional and ownership rights until final handover of any copyright and usage rights as agreed by the customer/client and Manta Blue Designs.

RETURN OF GOODS

- Please choose carefully when ordering, ensuring you check size guides, product description & images provided. When placing an order is it accepted that the customer has checked the provided sizing charts and measured accordingly. As brands and sizes differ nationally, it is essential that a size is not assumed due to manufacturing differences in style, shape and fit.
- All returns and exchanges must first be approved by Us and at our discretion unless required by law.
- Returns may be exchanged, or a Store Credit may be issued. Refunds will not be issued unless an item is deemed faulty after inspection.
- All returns and exchanges must be accompanied by a Returns and Exchanges form, which will be emailed to you on request. Returns will not be accepted without an accompanying Returns and Exchanges form.
- All approved returns for exchange or store credit must be advised of immediately and returned within 5 business days of delivery/receipt.
- Goods supplied as invoiced will not be refunded or replaced unless the product is faulty, is not doing what it is supposed to do, is significantly different to those shown in pictures or in the product description.
- Decorated goods (goods that have been embroidered or printed or have other artwork added) cannot be returned or exchanged unless faulty or required by law.
- Custom made apparel are not able to be exchanged unless faulty.
- Pre-Order items are not able to be exchanged unless faulty.
- All items (excluding faulty items) must be in their original packaging (individual packaging bags/boxes where supplied), with tags attached, in unmarked unworn condition, smoke free and in original sale condition. We reserve the right to reject returned goods if they are in a soiled, worn, damaged or an unsaleable condition on receipt.
- A minimum return fee of \$12 applies to all exchanges and may increase with the quantity of items ordered, unless exchanging faulty goods or as required by law.
- Any Items returned outside of these terms and conditions will not be accepted.

DISCLAIMER

Prices are subject to change at any time and at our discretion.

Product information provided by Us is in good faith. The information is believed to be accurate and current at the date the product information was provided.

We do not warrant that any products or services advertised on their website or social media accounts or recommended via email, or any other form of communication will be available or will meet a customer's requirements.

We do not warrant that your access to the network or the information contained in any content will remain error free, or that the network or the server which stores and delivers the website and/or social media and its contents to you will remain free of viruses or other harmful components. By accessing their website and/or social media pages you agree that We will not be liable as a result of any error, virus or harmful component.

We nor any of our employees make any representation or warranty as to the reliability, accuracy or completeness of the information contained on their website and/or social media sites, and by accessing these sites you agree that neither We nor any of our employees thereof will be liable for any errors or omissions in the information provided.

We and our Suppliers own all intellectual property rights relating to our sites and service, including all intellectual property rights in any pictures, catalogues, trademarks and other content appearing on any linked sites. This content is provided for reference purposes only and must not be copied or otherwise reproduced without our prior written permission.

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By accessing, browsing or using our website and/or social media sites, you agree to the terms, conditions and disclaimers herein.

By purchasing an item advertised online and/or for which information has been provided to you via email and/or Xero quotation and/or other messaging platforms by Us you agree to be bound by these Terms and Conditions. We may amend these Terms and Conditions from time to time and any amendment will become effective immediately. Your continued use of our website and/or social media sites after amendment constitutes an agreement to abide by and be bound by those Terms and Conditions, as amended.

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