

By placing an order with Verge Sports Australia, you agree to the following sales policies:

### **Placement of Order**

1. Customer, hereafter referred to as Client, contacts Verge Sport Australia to begin the process with intent to purchase.
2. By placing an order the Client is indicating that have read and agree to these terms and conditions
3. Orders can be placed online, email, fax, XLS, PDF, spreadsheet or by other means by the Client, their team members, and/or Sales Rep on behalf of the Client.
4. Client is responsible for entering the correct products, quantities and sizes.
5. Verge Sport Australia takes no responsibility for Client's failure to order correct products, quantities and sizes.
6. Client agrees to pay 100 % upfront, unless an arrangement between Verge Sport and the Client is varied. Full payment is required before to the Sales Rep or online ordering system before the order is submitted for production or shipped.
7. Order placement is defined as Client submitting payment on order.
8. Delivery to Australia will be subject to local taxes subject to Australians Customs discretion. Any charges from Australian Customs are the responsibility of the Client.
9. No new orders will be initiated or accepted if the Client account is past due on any outstanding invoice. If a new team order is requested, the Client must settle their account prior to initiating any new order.
10. Client should contact Verge Sport Australia Sales Rep for estimated delivery time after all steps of the order process have been finalised.
11. Shipping terms vary, but DHL is the preferred method of shipment for Verge Sport Australia. Verge Sport Australia reserve the right to change subject to availability and pricing.
12. Orders shipped outside the Australia are subject to duty and/or tariff charges imposed by each country. Verge Sport Australia is NOT responsible for the payment of these charges

### **Reorders**

1. Any changes in item not previously ordered, category of garment, colors, text, logos, art, etc. are considered new orders and not reorders.
2. The same payment terms apply to reorders as initial orders.
3. Cost per item for reorders is based on current pricing levels and, in some cases, sponsorship or other special pricing.
4. Shipping terms are based on reorder size and not original order costs.

## **Cancellations**

1. Order cancellations must be in writing and are effective upon Verge Sport Australia's receipt and acknowledgment to Client. Cancellations cannot be made once the order is submitted to the factory.
2. All initiated orders that are not closed and produced within 45 days may be subject to a \$AUD500 cancellation fee for all services provided including, but not limited to:
  1. Artwork
  2. Sizing kit or sizing party
  3. Sales interaction
  4. Team store set up
3. Full or partial refund of deposit or full payment is available subject to the following terms:
  1. All deposit or payment refunds are subject to Client's prior return of any outstanding Sizing Kits within (5) five business days of Verge Sport Australia order cancellation acknowledgment.
  2. Orders canceled within (7) seven days of order placement will be subject to a \$AUD100 cancellation charge.
  3. Orders canceled between (8) eight days and (30) thirty days of order placement will be subject to a 35% cancellation charge regardless of order total size with a minimum of \$AUD100.
  4. Orders canceled after (30) thirty days of order placement will be subject to forfeiture all deposit or full payments and Client is liable for payment of balance of purchase price.
4. Orders not completed within one year of initial start order date will be canceled and result in loss of any deposit or payments placed on the order.
5. Force Majeure. Seller may, without liability, delay performance or cancel this Contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes,
6. Acts of God, political unrest, terrorism, embargo, failure of source of supply, or casualty

## **Challenges or problems with orders upon delivery**

1. Contact Verge Sport Australia and speak with Sales Rep immediately to discuss missing or back-ordered items, problems with garments, product selections, artwork, etc.
2. DO NOT RIDE IN ANY GARMENT WITH challenges, problems, production errors, artwork errors until speaking with a representative of Verge Sport Australia. Failure to contact a representative will void any claims of warranty, repair, replacement or other.
3. Verge Sport Australia will work with Client to develop a remedy based on the following:
  1. Missing items
    1. Provide details on expected delivery date of missing items.
  2. If, after 14 days the product does not arrive or is back-ordered, the Client will receive a refund for the price paid (per item).

1. The Client may request to await delivery of the back-ordered item, however, this may make up to 8-12 weeks for delivery per our normal production schedule.
2. Problems or challenges with production of garments to include sewing and sublimation – provide details on the matter and suggest solution and or remedy by repair, replacement, warranty, discount or refund which are reviewed at our discretion. Basic overview of refunds/discounts are as follows:
3. If production errors occur, such as changes to approved artwork beyond reasonable circumstances, Verge Sport Australia will work with Client to provide solution and/or remedy by repair, replacement, discount or partial refund at our discretion.
4. Sewing, production process and other construction details - MINIMUM of \$AUD5 and MAXIMUM of \$AUD10 per garment.
5. If sublimation errors occur, Verge Sport Australia will work with Client to provide solution and/or remedy by repair, discount or partial refund at our discretion.
6. Sublimation challenges, errors, discoloration, spots, missing elements, alignment of logos, COLOR SHIFT or other details - MINIMUM of \$AUD5 and MAXIMUM of \$AUD10 per garment.

### **Payment Dispute**

1. If the Client initiates a payment dispute with their credit card provider, bank, credit union, or other third-party payer, Verge Sport Australia will place the order on hold and will not resume any action on production or fulfillment until the dispute has been cleared and funds returned to the appropriate account.
2. No refunds, returns, changes will be offered or fulfilled until the dispute has been cleared.
3. Client is responsible for any fees resulting from a credit dispute, regardless of outcome.
4. If the dispute involves a team order, the entire order will be placed on hold until the credit dispute has been settled. Verge Sport Australia will not provide any refunds to other team members or sub-Clients seeking to cancel their order due to delay resulting from the dispute.

### **Collections**

1. Verge Sport Australia reserves, and Client grants Verge Sport Australia, a first priority security interest in any merchandise provided by Verge Sport Australia to Client in order to secure payments due Verge Sport Australia.
2. Sums not paid Verge Sport Australia in a timely fashion shall bear interest at 20% per annum compounded monthly.
3. Client agrees to pay all Verge Sport Australia costs of collection, including legal fees.

### **Artwork Process**

1. Client submits artwork to Verge Sport for review, approval, design, layout, etc.
2. Client understands that we will take steps for production of provided artwork and changes, revisions or other alteration may be needed.

3. We accept vector based artwork in PDF or Adobe Illustrator format.
4. Submission of artwork in any form other than vector based artwork may be subject to additional design charges upon review of Verge Sport Australia.
5. Client is responsible for FINAL approval of spelling, grammar along with design on all artwork by acknowledging, in writing to Verge Sport Australia Artwork Approval that all artwork proofs are approved as presented.
6. Client agrees to pay for additional or excessive design charges, only after being notified, at the Verge Sport Australia at the rate of \$AUD90 per hour, billable in 15 minute increments.
7. Client is responsible for receiving permission for use of all logos and/or copyrighted material incorporated into the design. By submitting the design we assume you have already received permission and it releases Verge Sport Australia from all copyright, trademark or other infringements, including but not limited to:
  1. Original artwork or images
  2. Trade logos
  3. Collegiate or Education-affiliated logos
  4. Other commercial artwork or logos
  8. Verge Sport Australia reserves the right to use reproductions of Clients' clothing and or artwork on our site, advertising, brochures and or any other method.

### **Client-supplied/Designed Artwork**

1. Verge Sport Australia will work with Client supplied artwork, with the caveat that colour, saturation, and look of designed product may vary if non-CMYK process art is supplied.
2. Client understands and acknowledges that any artwork requiring conversion may not be 100% identical to Client-supplied/Designed work and will not seek replacement, request refund, or any other form of financial or tangible restitution if dissatisfied with the final product.
3. If Client does not use the Verge Sport Australia Stock Color Chart, we can not guarantee the look of the final product will match the intended design concept.

### **Fit Kits**

1. Verge Sport Australia may provide Sizing Kits on request and at their discretion, and subject to availability.
2. Not all items are available in Sizing Kits.
3. Sizing Kits will require a \$2,000 credit card hold.
  1. Client consents to Verge Sport Australia's placement of a charge held form of payment for any Sizing Kit items not returned in same condition as received and within the prescribed time period.
  2. Sizing Kits are for sizing purposes only. Under no circumstances are any items in the Sizing Kit to be worn while riding, running, swimming, or other physical activity.

4. Sizing kits can be ordered by contacting your Sales Rep directly and charges apply for providing these kits.
5. Client is allowed to use Sizing Kit for up to (7) SEVEN calendar days.
1. If any or all articles in Sizing Kits are not returned within designated period stated in correspondence, not returned in same condition as received, or damaged in any way, the Client agrees to pay the FULL retail price for the items.

### **Warranty**

1. All warranties are subject to Verge Sport Australia inspection and approval for warranty.
2. Verge Sport Australia garments come with a limited warranty against production construction defects for the original owner.
3. Proof of defective claim is required by original owner with documentation.
4. Verge Sport Australia reserves the right to repair, replace, grant credit or partial refund for the defective item at our discretion.
5. Warranty does not include product failures from accidents, crashes, improper fit, normal wear, friction, improper washing, machine drying of any sort and or neglect of care.
6. Shipping costs to return warranty or repair items to Verge Sport are the responsibility of the Client in both directions.
7. All items are to be returned in clean condition and marked with the Client's name. Items returned unwashed, dirty, etc will void the warranty and returned to the Client at their cost.
8. Most damage to items results from improper care or use and is not covered under warranty, including:
  1. Failure to follow care label instructions
  2. Machine drying
  3. Washing with zippers open
  4. Washing items with Velcro
  5. Pilling or abrasion of fabrics.
  6. Fabric deterioration due to constant extreme weather
  7. Incorrect size (seam rupture aka "blow out")
  8. Flatlock stitching unwinding due to abrasion
  9. Use of bleach, fabric softener, OxyClean, Shout, or other stain removers

### **Repairs**

1. Verge Sport Australia aims to produce quality garments. Due to normal wear and tear, our products will not last forever, nor do we guarantee they will. Athletic garments, especially custom apparel, are meant to be disposable.
2. All items are to be returned in clean condition and marked with the Client's name. Items returned unwashed, dirty, etc will not be repaired and will be returned to the Client at their cost.

3. Verge Sports Australia can repair these items as needed and costs will be determined on a case by case basis.
4. Non-warranty repairs will be charged the following:
  1. Replacement of chamois: \$AUD20
  2. Stitch repair: \$AUD15
  3. Zipper replacement: \$AUD15
5. Proof of original ownership is required for repairs.
6. Client will pay round-trip freight for all repairs.

### **Misc**

1. Verge Sport Australia requires the presence of our logos on all garments in line with the style guide. For details please contact your Sales Rep.
2. All custom orders are accepted on a first come first serve basis.
3. Delivery date will depend on final order submission, artwork approval and deposit or full payment.
4. Delivery may be postponed due to customs, shipping carriers, acts of war, supernatural, weather, or other unforeseen impacts beyond our control.
5. The risk of loss from any casualty to the Goods, regardless of the cause, will be the responsibility of the Buyer once the goods have been shipped by Verge Sport Australia.
6. All transaction are in Australian Dollars.
7. All sales are final.
8. These Sales Policies are to be considered a binding Contract and contain the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this Contract, except in writing and signed by both parties. This Contract shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.

### **Customer Service**

1. Contact Verge Sport Australia customer service using the information listed below during normal business hours, Monday through Friday (9-6PM, Eastern Standard/Daylight Time).
2. Telephone calls should be made via 0400 965 360

- Verge Sport , Australia