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# TERMS & CONDITIONS

## 1. GENERAL CONDITIONS

1. These Terms and Conditions shall apply to and be incorporated into every agreement between EVO Sportswear ("EVO", "the Company", "us") and the customer ("you") for the sale and supply of our products and services, and all uses and purchases are accepted and handled in accordance with the conditions below. This means that whether you are the user, purchaser, ultimate customer or beneficiary of any such service or product, or provide an order, a payment, delivery instructions, or receive any products (directly or indirectly) you agree to be bound by these Terms and Conditions.
2. These Terms and Conditions shall take precedence over any conditions set out in any communication or document between EVO and the customer and shall not be varied without express written consent from an authorised EVO representative.
3. Please note that the Terms and Conditions are subject to change at any time without notice to you and survive termination of the relationship between you and us. Every transaction is governed by the terms and conditions in place at the time of the transaction and any quotation or contract between you and EVO shall in all respects be deemed to have been made in Victoria and shall be governed by the courts or forums of that State.

## 2. TERMS OF WEBSITE USE

1. The website <http://www.evosportswear.com.au/> ("website" "site") through which our products are handled and supplied is owned and operated by EVO. By using or accessing this site, you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions.
2. We may refer to or provide you with access to third-party website links or tools which we do not monitor, nor have any control nor input. You acknowledge and agree that we provide access to such websites, information or tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party products, tools, services or information of any kind and any use by you of such options offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

## 3. PRODUCTS

1. All products displayed on our site and prices of products are subject to change at our sole discretion. We reserve the right to modify or discontinue a product at any time without notice to you. We are not liable to you or any third-party for any modification, price change, limitation, suspension or discontinuance of any product or service.
2. EVO has made every effort to display as accurately as possible the colours and appearance of our products on our website and/or rangeboard, however product images are to be used for illustration purposes only and we take no responsibility for product logo variants or colour variations.
3. Occasionally there may be information on our site or other materials supplied by us that contain typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on our website or rangeboard (or displayed on any related website) is inaccurate at any time without prior notice.
4. We undertake no obligation to update, amend or clarify information our website or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on our website or on any related website, should be taken to indicate that the information has been modified or updated.

## 4. MINIMUM ORDER REQUIREMENTS

1. EVO has a minimum order requirement of 5 garments per style for our custom made-to-order technical team wear apparel. For the purposes of the minimum order requirements, men's, women's and youth apparel are classed as separate styles.
2. EVO reserves the right to refuse any order you place with us. We may in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors without our prior consent.

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## 5. PRICE

1. All orders are accepted on the condition that the products will be invoiced at the prices ruling at the date of order.
2. All prices are shown in Australian Dollars (AUD) and are exclusive of GST.
3. If GST is imposed on a supply made under or in connection with these Terms and Conditions, the consideration provided for that supply will be increased by the rate at which the GST is imposed and the additional consideration will be payable at the same time as the consideration to which the additional consideration relates.

## 6. PAYMENT

1. Production will not commence until we receive the initial deposit of 50% of the price ("the production deposit").
2. The balance of 50% is payable prior to delivery. No stock will be released for dispatch until your invoice is paid for in full prior to delivery.
3. In the event that we make a change to, or cancel an order, we will attempt to notify you by contacting you via the e-mail address, billing address or phone number provided by you at the time of making the order.
4. You agree to provide current, complete and accurate purchase and account information for all purchases made with us. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and con-tact you as needed.

## 7. LOGO PLACEMENT

1. The EVO logo will appear on all garments provided by us without exception.

## 8. ARTWORK SERVICE

1. No additional fees are payable in respect of the artwork service and artwork designs.
2. If you believe that any artwork design does not comply with your specifications or requirements you are required to notify EVO within seven (7) days of being provided with the design. After this date, the design shall be deemed to comply with your specifications or requirements.

## 9. PRODUCTION AND DELIVERY

1. Production timeframes are between 4 to 6 weeks once artwork and size break down have been approved.
2. We aim to deliver all products at the place of delivery requested by you in your order. All products will be delivered during normal business hours and are required to be signed for. We will inform you when orders are scheduled for dispatch.
3. On delivery of our product, you will be required to sign for delivery and inspect the product for any obvious faults, defects or damage. In the event your product is faulty or damaged you must contact EVO immediately in accordance with our Returns Policy contained herein.
4. EVO takes no responsibility for delayed or lost orders if customers provide incorrect delivery address details. EVO have no control over external freight companies or their ability to deliver in a timely manner. Once your order has left our factory and/or warehouse we can no longer control the delivery date or any delays which may be experienced.
5. EVO take no responsibility for any failure to deliver products within the expected delivery time. If you are not available to receive your delivery, you may incur additional fees due associated with redelivery or collection from a carrier. If the products are redirected or sent back to sender, the client will be liable for all additional freight costs.
6. EVO deliver products in our standard packaging and therefore you must take care when opening the product so as not to damage it, particularly when using any sharp instruments.
7. The customer is responsible for any additional taxes, duties, levies or charges in any jurisdiction levied in relation to the products or the delivery thereof unless expressly included in the order.

## 10. CANCELLATION BY THE BUYER

1. If you wish to cancel your order please contact an EVO Representative by phone or email immediately.
2. No cancellation fees apply provided you advise us prior to production. Once production has commenced, orders cannot be cancelled or returned except in accordance with our Returns Policy.

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## 11. RETURNS

1. Returns or exchanges of any products are to occur strictly in accordance with our Returns Policy below. You acknowledge that you have read and understood the Returns Policy contained in these Terms and Conditions and accept the terms contained therein.
2. When purchasing from EVO, you buy with confidence that in the event your product is delivered with any obvious fault, defect or damage, we are more than happy to remake your order in accordance with these Terms and Conditions.
3. As our products are custom made we request that you choose carefully as we cannot exchange products due to change of mind.
4. Faulty garments which can be repaired will be repaired at EVO's cost. If it is not possible to repair your garment EVO will remake your order. EVO does not provide refunds for products.
5. All garments must be returned within thirty (30) days of delivery in saleable condition i.e. in their original packaging, unwashed, with all tags attached and accompanied by Proof of Purchase documents.
6. Returned products are solely your responsibility until they reach our office and all postage costs for returning items are at your expense. We do not guarantee that we will receive your product so you must ensure that they are not damaged or lost. You should also consider using a trackable shipping service or purchasing postal insurance for your return item. Please ensure that you wrap the package securely and enclose your invoice order form confirmation and send to the applicable address below:  
  
EVO Sportswear Returns  
123 Canterbury Road, Kilsyth, VIC, 3137
7. Upon receiving your return our Production Manager and Garment Technician will examine the garment and make an assessment regarding the fault. If EVO undertakes to remake your garment, standard production lead-times will apply.
8. EVO reserves the right to decline processing a return due to any obvious fault, defect or damage, if the garment was not used as intended or correctly cared for.
9. For all faulty product claims please contact EVO immediately for review at: [info@evosportswear.com.au](mailto:info@evosportswear.com.au)

## 12. PRIVACY POLICY

1. We are bound by the National Privacy Principles contained in the Privacy Act 1988 ("Act") and any applicable state or territory legislation that applies in relation to any personal information collected by us.
2. Your submission of personal information in the course of obtaining any of our products or services or in using our website is governed by this Privacy Policy and any applicable laws. You acknowledge that you have read and understood this Privacy Policy and accept the terms contained therein.
3. Personal Information includes any information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
4. We will collect personal information from you, when you: enter any information on our website, contact us by phone, mail, email or visit our website; make an enquiry about a product or service; purchase a product or service; enter any competition or special offer.
5. When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.
6. You understand that your personal information (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
7. Whilst our website operates in a secure environment and is professionally hosted, when using the website you should be aware that no data transmission over the internet can be guaranteed as totally secure. Although we strive to protect your personal information, we do not warrant the security of any information transmitted to us over the internet. Any information transmitted to us over the internet is done so at the risk of the person or organisation transmitting the information.

## 13. COPYRIGHT

1. Our products and services are protected by copyright under the laws of Australia and other countries through international treaties. Unless otherwise indicated and except for information directly from or links to third-party websites, all rights (including copyright) in all content, other material and compilations contained in our products, or used to create or support our website including text, graphics, and other software are owned or controlled and are reserved by us and our related companies, affiliates, licensors and licensees.

## 14. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

1. EVO and its related companies, affiliates, licensors or licensees and their respective directors, officers, employees or agents, suppliers or service providers ("associated parties") make no representation or warranty as to the suitability or reliability of our products, the accuracy, completeness and currency of the information provided by us (whether through our website or a representative) or the results to be achieved from use of the products or services. You expressly agree that your acquisition and or use of, or inability to acquire and or use, the products or service is at your sole risk.
2. All products and services delivered to you by EVO are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranty or condition of any kind, either express or implied, including any implied warranty or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, or non-infringement. The exclusions and limitations of liability contained in these Terms and Conditions and elsewhere in connection with our services do not exclude any rights which by law may not be excluded, including but not limited to your rights under the Competition and Consumer Act 2010, but are otherwise applicable to the maximum extent permitted by law. By purchasing our products or using our services you agree that the exclusions and limitations of liability set out in these Terms and Conditions are reasonable and necessary for the provision of our services to you.
3. In no case shall EVO, or its associated parties be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of our products or services, or for any other claim related in any way to your use of the products or services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the products or services made available to you by us, even if advised of their possibility.

## 15. WEBSITE INFORMATION

1. No responsibility for loss occasioned to any persons acting on, or refraining to act on the information contained in this website will be accepted. You agree that EVO excludes liability for your purchase decisions made on the basis of information included or excluded from our site and all limitation of liability provisions in these Terms and Conditions survive termination.
2. You further acknowledge that we hereby expressly disclaim any and all warranties, express or implied, guarantees or representations that the site or the server that makes the site available on the Internet are free of software viruses. It is your responsibility to protect your data whether by virus scanning or another system. We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free and you agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

## 16. INDEMNITY

1. You agree to indemnify, defend and hold harmless EVO and its associated parties from any claim, demand, damage, expense or liability (whether direct or indirect) made against or suffered by us in connection with the supply of our products or services, your breach of these Terms and Conditions (or the documents they incorporate by reference), or your violation of any law or the rights of a third-party.

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## 17. WAIVER

1. Failure to exercise or enforce any right or provision of these Terms and Conditions by us shall not constitute a waiver of such right or provision and any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

## 18. FRUSTRATION

1. In the event of a "force majeure" you acknowledge and agree that we are entitled to withhold taking any action in connection with the supply of a product or service (without being liable for damage) or to extend the time for performance by a reasonable period of not less than the duration of such "force majeure" without being liable to you.
2. "Force majeure" shall include all happenings beyond our control or in consequence of which we cannot readily execute performance of a service or supply a product.

## 19. SEVERABILITY

1. In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions without affecting the validity and enforceability of any other remaining provisions.

## 20. CONTACT INFORMATION

1. Any questions about these Terms and Conditions or our products and services can be sent to: [info@evosportswear.com.au](mailto:info@evosportswear.com.au)