# RTP Apparel

# TERMS AND CONDITIONS

This agreement if effective anytime a "Party" uses RTP Apparel Australia. Any "Party" include Customers or End Users that utilize RTP Apparel Australia.

# **Re-Sale of RTP Apparel Products**

Only an authorized RTP Apparel representative has been afforded the rights to sell the RTP Apparel brand, and under no circumstances are customer's to resell any RTP Apparel products once purchased. If customers are found to be in engaged in this activity, a review of their account will commence, with a possibility of cessation of account rights and proceedings to claim any lost revenue made by the illegal activity will commence.

## **Length of Policy**

Our Return policy lasts 30 days. If 30 days have gone by since your purchase, unfortunately we can't offer you a refund or exchange. To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging.

Several types of goods are exempt from being returned. If you have printed the shirts or done any modifications to the shirts, or applied additional pretreatments or other materials to the garments they are ineligible for returns. Any item modified or otherwise deemed used will not be eligible for a return, refund or exchange.

To complete your return, we require the original Invoice number from RTP Apparel Australia (or your local authorized dealer) and a Return Authorization number issues by RTP Apparel Australia (or your local authorized dealer). Failure to include this RA number on the outside of the returned package will void any return, refund, or exchange.

#### **Guarantees of Performance**

RTP Apparel does not guarantee any type of performance of RTP products. It is the responsibility of each customer to thoroughly test each product for use with each printer, inks, and combination of any other factors for suitability of commercial use of RTP products. RTP Apparel has been designed to work with most DTG printers and ink sets in the market but it is still the purchaser's responsibility

to ensure RTP Apparel is compatible with your printing system. There are no guarantees of wash durability and/or performance of RTP Apparel Australia products.

RTP Apparel is a shirt/garment. If it does not print correctly, RTP Apparel Australia is not responsible. We will not refund for shirts that did not print properly.

## **Product Liability and Indemnification**

Customer, as its own expense, shall resolve or defend any Claim made against Customer or RTP Apparel Australia and shall indemnify and hold RTP Apparel Australia and/or Image Armor harmless against any loss, damage, or cost reasonably incurred by it as a results of any action or suit based on an Infringement Claim.

RTP Apparel Australia shall not be held liable to Customer or End User and its direct or indirect customers for all claims for personal injury, death or property damage arising out of the use of Products to the extent the injury or damage is attributable to RTP Apparel's product, negligence, faulty workmanship, or failure of the Products to conform to Specifications or if Products themselves cause physical harm. Customer will indemnify and hold RTP Apparel Australia and associated RTP Apparel Australia companies harmless from any and all claims, suits, actions, liabilities, and costs of any kind under this Article, including but not limited to, reasonable attorney's fees, expert witnesses' fees and all costs of litigation.

Limitation of Liability: RTP Apparel Australia shall not be responsible or liable to the Customer or other Parties for lost profit or lost business opportunities or for indirect, special, punitive or consequential damages arising out of or in connection with performance of work or performance of products provided for under this agreement. In other words, by using RTP Apparel you accept all responsibility for any scenario that arises in conjunction with RTP Apparel Australia.

#### Refunds

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund. If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within 14 working days.

#### **Restocking Fee**

Items returned for a refund will be charged a 15% restocking fee.

#### **Late or Missing Refunds**

If you haven't received a refund yet, first check your bank account again. Then contact your credit card company, it may take some time before your refund is officially posted. Next contact your bank. There is often some processing time before a refund is posted. If you've done all of this and you still have not received your refund yet, please contact us at sales@dtgapparel.com.au

#### Sale items

Only regular priced items may be refunded, unfortunately sale items cannot be refunded.

## **Exchanges**

We only replace items if they are defective or damaged. You must contact RTP Apparel Australia (or your local authorized dealer) for a Return Authorisation prior to returning or sending and merchandise back to RTP Apparel Australia. If you need to exchange it for the same item, send us an email at <a href="mailto:sales@dtgapparel.com.au">sales@dtgapparel.com.au</a> and send your item to: Unit 12, 12-16 Milford Street, East Victoria Park. Perth, WA 6101.

#### **Return Shipping**

To return your product, you should ship your product to Unit 12, 12-16 Milford Street, East Victoria Park. Perth, WA 6101. You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund. Depending on where you live, the time it may take for your exchanged product to reach you, may vary. If you are shipping an item over \$75 in value, you should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item.

#### **Prices and Styles**

Prices are subject to change without notice. All merchandise will be shipped at prices effective at time of invoicing. RTP reserves the right to change or discontinue styles, colours and sizes without notice.

#### Sample Orders

To place a sample order please contact our sales team at <a href="mailto:sales@dtgapparel.com.au">sales@dtgapparel.com.au</a> where all samples will be charged at full price. Samples can only be refunded if returned within 10 days of invoice. All samples must be returned unworn, in the original packaging and with your original invoice. All samples will be returned at the customer's expense.

# **PURCHASING & SHIPPING INFORMATION**

#### **Accounts via Online Store**

An account will be required before any purchases can be made via the online store. This can be created via the online store, where your account will be process and approved. Once notified, you will be able to commence shopping as an account customer.

## **Purchasing via Online Store**

Orders placed through our online store <a href="www.dtgapparel.com.au">www.dtgapparel.com.au</a> can be placed at anytime and will be processed the next business day. Please ensure your order has the correct details for contact and shipping, including a valid e-mail address for contact and tracking numbers, before processing and paying for your order.

# **Payment via Online Store**

Purchase made on the online store can be paid by credit card. All goods must be paid prior to picking, packing and dispatch.

#### **Delivery Locations via Online Store**

We ship nationwide in Australia. Unfortunately our couriers do not ship to PO Boxes, so please ensure you include either your home or business address.

## **Delivery Times**

Our team will endeavor to ship all orders within 1 to 3 business days with 100% accuracy and notify you with a tracking number when completed.

# **Shipping Times**

Shipping times will vary state to state, and method of transport will determine the timeframe coupled with quantities of products; Please allow 3 to 6 business days for transport times to all states.

Any delivery addresses outside of a metro area, please allow an additional day. If you would like to confirm your delivery timeframe please call our sales team.

# **Taking Care of Your Pets**

RTP Apparel Australia in no way will take care of your pet. That is YOUR responsibility.

# Customer

Customer assumes all responsibility of the above agreement when agreeing to the Terms and Conditions. By placing an order, Customer assumes all responsibility and liability in using RTP Apparel Australia products.

Thank you for your business.