

CUSTOM-MADE APPAREL

Order Terms. Simple, fair & clear.

REAL FAULT? WE FIX THE AFFECTED PART.

Purpose

This is a short, client-friendly summary of the key terms for custom-made apparel orders. It is designed to keep expectations clear, practical and fair for both Shirtshapers and the client.

It applies together with Shirtshapers' full Commercial Terms where supplied with, linked in or provided with your quote, invoice, order confirmation or approval form.

Acceptance

By paying an invoice, approving a quote, artwork or sample, submitting an approval form, or instructing Shirtshapers to proceed, you accept the order details and applicable terms. Nothing in this summary limits rights that cannot be excluded under the Australian Consumer Law.

Payment & Release of Goods

01

Payment is received only when cleared funds are available in Shirtshapers' nominated account or confirmed by our approved payment platform. Bank screenshots, remittance slips, pending transfers and purchase orders do not count as received payment.

Goods may be withheld until final cleared payment is received unless Shirtshapers agrees otherwise in writing. Once final cleared payment has been received, title in the goods transfers to the client who paid for them.

Custom Orders & Approvals

02

Custom orders are made based on the approved quote, invoice, artwork, mock-ups, samples, size charts and specifications. The client must check these carefully before approval.

Once production starts, changes, cancellations or refunds may be limited because the goods are custom-made, subject to the Australian Consumer Law.

Artwork Quality & Proof Approval

03

The client is responsible for checking artwork, spelling, colours, placement, sizing, quantities and delivery details before approving a quote, invoice, mock-up, sample or production file.

Low-resolution, incorrect, incomplete or non-print-ready artwork may affect the final result. Shirtshapers is not responsible for errors supplied or approved by the client, subject to the Australian Consumer Law.

Authority to Approve Orders

04

If you approve a quote, invoice, artwork, sample or order on behalf of a business, club, charity, school, university club, gym or organisation, you confirm that you have authority to bind that organisation to the order and applicable terms.

Shirtshapers may rely on approvals, instructions and payments received from the nominated contact person or authorised representative.

Privacy & Return Policy: available on the Shirtshapers website or provided on request. Full Commercial Terms: supplied with, linked in or provided with the relevant quote, invoice, order confirmation or approval form.

Production Tolerances & Variations

05

Custom-made apparel may have minor variations in colour, measurements, fabric feel, print or embroidery placement, stitching, shrinkage and batch finish.

Approved samples, mock-ups and specifications are used as the production reference, but final bulk goods may not be identical unit-by-unit. Variations within stated tolerances are not treated as faults, subject to the Australian Consumer Law.

Client Materials, IP & Indemnity

06

You confirm you own or have permission to use all logos, artwork, designs, trade marks and other materials you supply, and that Shirtshapers and its production partners may use them to complete your order.

You agree to indemnify Shirtshapers and its production partners against any third-party claim, loss, damage, cost or reasonable legal expense arising from an allegation that the supplied materials infringe another person's intellectual property or other rights, to the extent caused by those supplied materials.

07

External Delays & Logistics Disruption

PRICE STABLE WHERE PRACTICABLE

Production and delivery dates are estimates unless Shirtshapers confirms a guaranteed deadline in writing. Shirtshapers is not liable for delay to the extent caused by events outside its reasonable control, including supplier or factory disruption, material shortages, courier or freight delays, freight congestion, customs or port delays, carrier suspension, weather, government restriction, war or natural disaster.

If an extraordinary event materially disrupts international freight before dispatch, Shirtshapers will notify the client and provide a revised delivery plan. Where reasonably practicable, Shirtshapers will maintain the confirmed product price by changing air freight to sea freight, splitting the shipment or delaying dispatch. A revised delivery date may apply.

If the client requests the original or an expedited timeframe, an optional emergency freight contribution may apply with prior written approval: up to \$2 per lightweight garment and \$4 per bulky garment, including GST where applicable, unless otherwise agreed in writing. No additional freight charge is imposed without approval. If declined, Shirtshapers may use a reasonable alternative method and revised delivery date. If none is reasonably available, the parties will discuss delay, variation or cancellation of the uncommitted portion in good faith. This does not limit rights under the Australian Consumer Law.

Shipping, Delivery & Risk Transfer

08

Goods will be delivered to the specific location agreed for the order. Risk in the goods remains with Shirtshapers until the goods are delivered to that agreed location. Once delivered to that location, risk transfers to the client.

After delivery, Shirtshapers is not responsible for loss, theft, misplacement or internal handling issues, except where liability cannot be excluded by law or the issue was caused by Shirtshapers.

Proof may include tracking status, delivery scan, signature, photo, GPS record or carrier confirmation.

Fault Claims & Evidence

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Fault claims for visible issues must be submitted in writing within 7 Business Days after receiving the goods, with clear evidence including photos or videos, affected quantities, order details, packaging photos and delivery information.

Goods subject to a claim must not be worn, washed, altered, sold, distributed, relabelled or used before assessment. This does not limit rights under the Australian Consumer Law.

Refunds, Repairs & Replacements

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Custom-made orders are not refundable for change of mind, event cancellation, unused stock, incorrect size choice, or client-approved artwork, colour, sizing, placement or specification errors.

Where a valid fault is confirmed, Shirtshapers may repair, replace, remake, resupply, credit or refund the affected goods, units or services, or provide another remedy required by the Australian Consumer Law.

Proportional Remedies

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Where only part of an order is affected by a confirmed fault, any remedy will apply only to the affected goods, units or services, unless a different remedy is required by the Australian Consumer Law.

For example, if only a small number of units are confirmed as faulty, Shirtshapers may repair, replace, remake, credit or refund those affected units rather than the entire order.

Order Quantity Responsibility

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The client is responsible for choosing the order quantity and allowing for spare units, internal distribution needs, event requirements or resale requirements.

If an exact usable quantity is critical, the client must tell Shirtshapers in writing before production approval so this can be considered in the quote, quantity, sampling and production plan.

Sizing Responsibility

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You are responsible for selecting sizes and quantities using the size charts and any samples we provide. As custom-made goods, we cannot remake, exchange or refund an order because the sizes chosen do not fit or were entered incorrectly, subject to the Australian Consumer Law.

Limitation of Liability

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To the maximum extent permitted by law, Shirtshapers' liability is limited to the amount paid for the affected order, or the repair, replacement, resupply, refund or cost of resupply of the affected goods or services.

We are not liable for indirect loss, lost profit, event cancellation, business interruption, or reputational loss, except where liability cannot be excluded by law.

Cancellation Consequences

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Once production has started or materials have been ordered, cancellations, reductions or refunds may be limited because the goods are custom-made.

The client remains responsible for costs already incurred, materials ordered, supplier commitments, work completed, freight and other order-specific costs, less any amount Shirtshapers actually recovers, subject to the Australian Consumer Law.

Governing Law & Disputes

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These Terms are governed by the laws of Queensland, Australia and applicable Commonwealth laws.

Both parties agree to first try to resolve disputes in good faith before escalation, unless urgent legal action is required.

Updates to Terms

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We may update these Terms from time to time. Updated Terms apply to future website use, quotes, invoices, orders and services.

For confirmed orders, the terms attached to or linked in the relevant quote, invoice or order confirmation apply unless agreed otherwise in writing.

Refusal of Unsafe, Offensive or Infringing Orders

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Shirtshapers may refuse, pause or cancel an order if it involves suspected unlawful content, intellectual property infringement, offensive material, unsafe instructions, misleading information, reputational risk, supplier restriction or breach of these Terms.

Where practical, Shirtshapers will give written notice before refusing or cancelling work.

HOW YOU ACCEPT THESE TERMS

By paying an invoice issued by Shirtshapers, approving a quote, artwork, mock-up, sample or production file, or instructing Shirtshapers to proceed, you confirm that you have reviewed and accepted the order details, this Order Terms Summary and any applicable Commercial Terms and Conditions that were provided or made available to you.

Nothing in these terms limits rights that cannot be excluded under the Australian Consumer Law.