CLASH SPORTSWEAR TRADING TERMS

All prices are in Australian Dollars and include GST. Prices are correct at time of printing but are subject to change. Items in red are in short supply so please check availability prior to ordering.

Lead time is approximately 5 - 12 weeks from time of order to reaching your dance school. Please allow for unavoidable delays by courier companies, customs etc

A deposit of 50% is required to process an order. Orders cannot be processed until the 50% has been received, nor can stock be reserved. Credit Card payments incur a 2% processing fee. Please fill out the order form COMPLETELY!

As items are made and imported specifically for your order, we therefore cannot offer you exchanges or credits. Please check sizing charts carefully. If you are unsure and would like asistance please call.

Additional Charges:

All items above size ALA incur extra charges. Generally AXL is approximately \$12 more than the ALA, and 2XL/3XL is \$24 more than ALA.

Some items are in stock and can be delivered sooner. If you have this requirement you will need to contact us prior to placing the order, a priority service fee of \$15 will be charged.

Orders under \$150 will incur a service fee of \$15.

A \$15 fee will be charged for each change to an order. (A 5 day amnesty period is available from processing date.) Please note changes are subject to availability of the costume.

Stock must be paid for within 2 weeks of invoice. A 15% charge will be incurred (chargeable on the oustanding balance including freight) every fortnight for stock that is unpaid after the 2 week period. This charge will need to be paid in full prior to stock being released.

Cancellations

Any cancellations to garments must be made within 1 week of the order date. There is a \$10.00 charge for each cancellation (per item). New sizes or additions will be treated as a new order with shipping charges and processed with current ship week. We are unable to accept any cancellations, retuns or exchanges on: Classical Ballet styles which require skirt length, men's special order tops, made-to-order accessories (AH's), fabric, trims, special order costumes, and special order sizes (such as 2XL or 3XL) or any items imported to Australia on your behalf.

Exchanges and Returns

1. Please choose very carefully. Garments cannot be exchanged or returned as they are made especially for you

- 2. In few cases garments may be returned for size exchange only this must be verified at time of ordering. There will be a \$15.00 processing fee per garment. **We cannot accept returns for credit or refund.**
- 3. A Return Authorization Label (RA) must be requested from Customer Service for ALL returns within 2 weeks of receipt of shipment.
- 4. RA's are allocated for specific items and amounts authorized only. Extra items added to the RA will be returned to the sender at the sender's expense. We must receive the return by the "void" date noted on the RA. No additional RA's will be issued if the "void" date has expired.
- 5. RA must be displayed on the outside of the package or it will be refused.
- 6. All exchanges will be treated as a new order with normal production time. These are subject to shipping and handling charges.
- 7. Payment for exchanges must be received with the order (payable by direct debit, money order or credit card).
- 8. If your costume is received defective from us (reported with in 2 weeks of receipt of parcel), we will replace it with the same style, size and color at no charge.
- 9. Send only the costume to be exchanged with it's INCLUDED accessories. Do no include optional accessories that have been purchased as a separate item.
- 10. If the costume has been altered in any way, we cannot accept the return. Alterations include but are not limited to alterations to costume, content ticket removed or written on, Packaging ticket removed or written on or opened tights, undergarments, accessories or make-up.

Shipping Dates:

Your ship date will be assigned upon receipt of your correct and complete order. Missing or incorrect information will result in your order receiving a later ship date. A ship date will be assigned upon completion of missing information. Call or email for the current approximate ship date. In case of non-delivery by a specific date Clash Sportswear will not be liable for damages whatsoever, beyond monies paid to us by the customer.

Shortages:

Please inspect all packages and costumes immediately. Any shortages or discrepancies must be reported within 5 days of receiving the shipment. After the time period we are not responsible for missing items. If the shipping carton is damaged - do not destroy it! Keep the carton and we will claim with the carrier for any lost or dmanged merchandise immediately.

Freight / Postage:

Freight of costumes from Sydney to your location is not inloude in the price due to the great variation between city and remote country locations. This will be added onto your order once the costumes have been packaged. If you would prefer to use our own courier please let us know. We use Australian Air Express or Hunters Couriers.

Faults

If there is a fault in the garment it must be reported within 2 weeks of receipt. Clash Sportswear Pty Ltd will endeavour to replace the garment if possible or offer a minor repair discount. Please note it is not always possible to replace garments quickly.

Payment Methods:

Direct payments can be made to Clash Sportswear, Westpac bank BSB 032 102, Account # 426607 Please fax or email receipts for faster processing. Payments may be made by Credit Card, please note they incur a 2% processing fee. If paying by cheque please note these must clear prior to the order being processed or being shipped. This could add a further 10 days to the lead time. Please make cheques payable to Clash Sportswear.

Please note: These prices were valid at of printing.

For more information or assistance please do not hesitate in calling us on 61 2 9663 4166, faxing us on 61 2 9662 2599 or emailing us.

The foregoing policy was amended effective as of December 31, 2006. Clash Sportswear reserves the right to change this policy at any time by notifying users of the existence of a new privacy statement. This statement and the policies outlined herein are not intended to and do not create any contractual or other legal rights in or on behalf of any party.

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