



## **Terms and Conditions**

### **General Information**

These terms and conditions outline the provisions for apparel decoration services offered by Stitches Creation Inc. (SCI) to its customers. By placing an order with SCI, the customer agrees to be bound by these terms and conditions.

### **Orders**

Orders can be placed by contacting SCI through email, phone, or any other communication channel agreed upon by both parties. Once the order is received, SCI will provide a quote for the requested services. The customer will have the option to accept or decline the quote.

Customers are responsible for providing accurate product descriptions, logo requirements, color requirements, placement requirements, shipping information, and ensuring that products arrive on time. If SCI is required to assist in locating the information or the products, extra labor charges will be applied.

Back orders will be charged based on applicable quantities for each separate production run.

### **Garment Quality**

Customers are responsible for providing garments that are suitable for decoration. SCI is not responsible for quality controls and any defects in the garments. It is the customer's responsibility to inspect the entire lot of garments or fabric substrates prior to decorating. Where there are blatant and obvious flaws, SCI will set aside the affected pieces.

SCI is not responsible for the decoration on defective or incorrect styles, colors, or sizes of garments/items sent by customers or merchandise suppliers.

### **Artwork**

Customers must provide artwork in a suitable format, such as vector files of minimum 300 dpi. If the artwork is not in a suitable format or quality, SCI may require additional design work, which will be charged at an additional fee. SCI will not be responsible for any errors or omissions in artwork provided by customers.

For embroidery designs (dst files) provided by customers, SCI is not responsible for accuracy and quality for the designs.



### Intellectual Property

Customers are responsible for ensuring that they have the necessary rights to use any intellectual property, including trademarks and copyrighted material, in the artwork provided to SCI. SCI will not be responsible for any infringement of intellectual property rights by the customer.

### Art Proof

The digital mockups that SCI provides for approval have the most accurate color possible. However, due to differences in computer monitors, there may be variations in color between the actual product and the screen.

### Turnaround Time

The turnaround time for apparel decoration services will depend on the complexity of the design, the quantity of items, and any other specifications provided by the customer. SCI will provide an estimated production time in the quote, usually between 6-10 working days, but this is subject to change based on available capacity and factors beyond our control.

The normal turnaround time is 5-10 business days. A 100% surcharge will be applied for orders that need to be completed within 2 days, and a 50% surcharge will be applied for orders that need to be completed in 3-4 days.

All goods must be in SCI's warehouse, and art must be approved a minimum of 2 business days prior to production starting to avoid delays.

### Pricing

SCI's pricing is based on the quantity and complexity of the order, as well as the decoration method used. We reserve the right to adjust pricing if the order changes or if additional work is required.

Price breaks are based on running the same product, same logo, same placement, and same colorway. Caps and flat goods, or different sizes of logos, will be charged as separate orders.

If program prices are offered, they are valid within the calendar year but are subject to review and adjustment on an annual basis.

All prices are for decoration services only. It is the customer's responsibility to have products shipped to SCI ready for decoration. If SCI is required to prepare the products for decoration, such



as checking and counting, unbagging, separation, or pick and pack of products, extra labor charges will be applied.

All prices are Ex-Works from our warehouse. Taxes and shipping are extra. SCI is not responsible for transportation in any situation. If SCI is required to prepare the products for shipping, such as separating the products for multiple destinations, creating shipping documents, waybills, or shipping labels, extra labor charges will be applied.

### Minimum Charges

The minimum quantity per order per logo is 12 pieces. Orders with less than 12 pieces will be charged the equivalent of 12 pieces.

The minimum charge is \$20 per order for any one type of decoration service unless otherwise indicated.

Tests, developments, experiments, and pre-production samples are charged at \$60 per hour for embroidery, digital printing, heat transfer, and manual screen printing, and \$150 per hour for the use of automatic press screen printing.

Customers are responsible for paying for custom-ordered materials and supplies.

### Payment

Customers must pay in full before SCI begins decoration unless credit accounts have been established. Payment can be made by e-Transfer, credit card, check, or bank transfer. We reserve the right to withhold delivery of the order until payment is received in full.

Payments made by credit card are subject to a 2% transaction fee.

### Receiving Customer's Goods

Whenever possible, please include the PO number and Job Name on shipping documents. To ensure that the customer's goods can be received correctly, please use the following format for the shipping address to Stitches Creation:

To: Stitches Creation Inc.

c/o Name of The Customer (This is required for correct receiving)

Attend: Name of Your CSR (This is required for prompt notification to your CSR)

Address: 7500 Lowland Drive, Burnaby, BC, V5J 5A4



Telephone: 604-873-8901

To ensure that decoration orders can be processed effectively, please provide detailed packing slips with your shipments to avoid labor charges for checking and counting.

Please ship your goods to Stitches Creation prepaid. If Stitches Creation is charged for shipping fees, import customs clearances, or duties for customer's goods, Stitches Creation will bill the customer for such fees plus \$20 per invoice for handling.

Receiving and shipping out of blank goods without decoration is \$1.00 per piece minimum \$10.

#### Separation of garments:

If garments are received in bulk for multiple jobs or need to be shipped to multiple locations, \$0.25 per T-shirt or similar product and \$0.50 per sweatshirt or similar product will be charged as separation fees. An additional \$10 will be charged for each shipping location.”

#### Check and Count:

For shipments without a packing list, \$0.25 per T-shirt or similar product and \$0.50 per sweatshirt or similar product will be charged as check and count fees, minimum charge is \$10 per order.

#### Safekeeping of Customer's Goods

Stitches Creation's facilities are designed for decoration processes, not for storage. We only keep the customer's goods for up to 2 months after receiving them or 2 weeks after decorating them, whichever comes first. If the customer does not pick up their goods within these periods, the customer will forfeit their goods. Stitches Creation will not be responsible for the loss or theft of any goods.

#### Shipping

Customers are responsible for arranging shipping or pick-up of goods after decoration, including providing shipping documents and waybills. If Stitches Creation is required to prepare shipping documents or waybills, there will be additional charges of \$10 per shipping location.

Customers are responsible for all shipping costs and for providing accurate shipping information. SCI is not responsible for any shipping delays or errors caused by incorrect information provided by the customer. Shipping costs will be provided in the quote and are the responsibility of the customer.



### Quality Assurance

SCI will make every effort to ensure that the finished product meets the customer's specifications. However, the customer is responsible for reviewing the final product and notifying SCI of any errors or omissions within 24 hours of receipt. SCI shall not be liable for errors or omissions that are not reported within this time frame.

### Limitation of Liability

SCI shall not be liable for any direct-indirect, or consequential damages arising from the provision of apparel decoration services, including but not limited to lost profits or damages resulting from the use of the finished product. SCI's liability will be limited to the amount paid by the customer for the services provided.

### Spoilage

The apparel decoration industry's standard spoilage rate is 1%. SCI will credit customers for the spoilages over 1%. Customers are responsible for indicating the value of the products supplied for decoration in writing to SCI before placing their orders. Unless written acceptances are provided by Stitches Creation, the liabilities for Stitches Creation to replace any products are limited to \$50 per garment/item.

If the replacement costs for a product are over \$50 per piece, and that is accepted by SCI, there will be a premium product surcharge equal to 2.00% of the replacement costs on products.

### Warranty of Workmanship

Warranty of workmanship is limited to one year from the date of completion. For Heat Transfer Logos pilling off, the warranty is limited to re-applying the logos. Bleach can't be used on decorated goods.

### Governing Law

These terms and conditions will be governed by the laws of the jurisdiction in which SCI is located.

### Changes to the Terms and Conditions

SCI reserves the right to update these Terms and Conditions at any time. Any changes will be communicated to customers via email or on our website.