

## **Carvalho Custom - Terms and Conditions**

Carvalho Custom is the trading name of:  
Westfield Technologies Lda  
Rua das Camélias, 38  
3885-482 Esmoriz  
Portugal

### **Warranty:**

Your Carvalho Custom garment comes with a one year manufacturing defect warranty. Carvalho Custom, reserve the right to repair the garment, or if garment cannot be repaired remake the garment. Carvalho Custom reserves the right to reject a warranty claim if the garment was not used as intended or correct care of the garment was not taken. If you have a warranty issue please contact us immediately for review.

### **Payment and Service Terms:**

We require a deposit payment on the order of 50% before we start artwork and production; if we design you your kit and you then decide not to proceed we will not refund your initial deposit.

50% deposit is required for all custom orders. Design and/or production will not begin until deposit has been received. Final balance is due prior to shipment of goods. Goods will not be shipped until final balance is received.

It is possible that the price may have altered from that posted on our Website. If that happens, we will not provide the Services until you have confirmed that you wish to order at the new price...

You may not share or allow others to use the Services in your name.

No person under the age of 18 years may purchase Services. If you are under 18, please ask an adult for help with your purchase.

### **Cancellations:**

Customers that refuse or cancel orders after Carvalho Custom has received the deposit will forfeit the 50% deposit and will be billed for the 50% balance. All goods will remain the property of Carvalho Custom until paid in full.

Once artwork has begun, any deposit paid will not be refunded.

### **Acceptance:**

Client understands the possibility of error. Carvalho Custom is not responsible for replacement or refund. All sales are final.

### **Ownership:**

All artwork remains the sole property of Carvalho Custom, and Carvalho Custom reserves the right to resell all uniform designs.

### **Delivery:**

Your delivery date will depend on when we receive your final order and approval of your proofs has been completed. Delivery is subject to the current production schedule and unless a specific date has been agreed upon in writing, delivery may be postponed. Completed orders will be shipped after customers balance is paid in full. If a specific date for delivery has been delayed, then Carvalho Custom will offer a

2% discount for each working day that the production is late. Delivery dates do not include shipping time and Carvalho Custom is not responsible for any delays in transportation,

**Delivery Delays:**

Carvalho Custom Australia uses a courier to ship your order. We have no control over the courier or their ability to deliver in a timely manner. Once your order has left our factory we can no longer control the delivery date and delays may be experienced by the courier. Carvalho Custom are not responsible for lost damaged or delayed orders.

**Changes:**

Once the artwork has been approved no design or order changes will be accepted. Once your order has been placed and confirmed, any additions, changes or any other alterations to the order will be accepted at the discretion of Carvalho Custom.

**Samples:**

Samples should be returned within two weeks unless otherwise agreed in writing. Samples not returned within two weeks will be presumed purchased and the appropriate cost will be billed to you. Samples returned either used or damaged will be billed to you.

**Logo Placement:**

The manufacturer's logo will appear on all custom garments.

**Carvalho Custom Guarantee:**

If for any reason you are not happy with your purchase us, contact us and we can discuss any issues you may have.

Custom Clothing is a complex process; there are a number of steps that you and Carvalho Custom need to go through in order to get your custom clothing order to you. Unfortunately in rare occasions mistakes can be made. If you receive something that you did not approve, have a colour or print problem or a manufacturing issue, contact us immediately. If we have made an error in your order, we will remake or repair your order as soon as possible.

If, however, you have ordered the incorrect items or sizes or approved a design that is incorrect or any other issue not within the control of Carvalho Custom, we cannot take responsibility for that, however, we will work with you to come up with a solution to help you get on the road as soon as we can.

**Disclaimers:**

Carvalho Custom may make improvements or changes to its Website, the Content, or to any of the Services, at any time and without advance notice.

You are advised that Content may include technical inaccuracies or typographical errors.

We give no warranty and make no representation, express or implied, as to:

- The adequacy or appropriateness of the Services for your purpose;
- The truth of any Content on Our Website published by someone other than us;
- Any implied warranty or condition as to merchantability or fitness of the Services for a purpose other than that for which the Services are commonly used;
- Compatibility of Our Website with your equipment, software or telecommunications connection.

We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Services.

In any event, including the event that any term or condition or obligation on our part ("Implied Term") is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased.

The above two sub paragraphs do not apply to a claim for personal injury.

**System Security:**

1.1 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.

1.2 You may not use any software tool for the purpose of extracting data from our website.

1.3 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

**Indemnity:**

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person

**PRIVACY AND SECURITY**

**Customer Information Policy:**

Carvalho Custom collects customer information in an effort to improve our customers' shopping experience. Carvalho Custom recognizes that it must maintain and use customer information responsibly. We may use customer information for marketing and promotional purposes. We do not sell or give online customer information to any outside company or third party.

The Carvalho Custom web site utilizes cookies to provide our site visitors the most enjoyable experience possible. We do not collect personal information without a visitor's knowledge nor do we re-sell or distribute any site visitor's data.