

SM SPORTSWEAR

Custom Manufacturing Terms and Conditions

These Terms and Conditions govern all orders placed with **SM Sportswear (Pty) Ltd** for the manufacturing and supply of custom sportswear, apparel, and related products.

By confirming an order, approving artwork, or making payment, the customer acknowledges that they have read, understood, and accepted these Terms and Conditions.

1. General

1.1 These Terms and Conditions apply to all products manufactured and supplied by **SM Sportswear (Pty) Ltd**.

1.2 All garments supplied by SM Sportswear are **custom manufactured according to the specifications approved by the customer prior to production**.

1.3 SM Sportswear reserves the right to update these Terms and Conditions at any time without prior notice.

2. Quotations and Pricing

2.1 All quotations issued by SM Sportswear are valid for **14 days**, unless otherwise stated.

2.2 Prices may change without notice due to fluctuations in:

- Fabric costs
- Material costs
- Exchange rates
- Supplier pricing adjustments

2.3 Orders are confirmed only once:

- The quotation has been accepted
 - Deposit payment has been received
 - Final artwork approval has been provided.
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3. Payment Terms

3.1 A **minimum deposit of 70%** is required before production begins.

3.2 The remaining balance must be **paid in full prior to collection or delivery**, unless otherwise agreed in writing.

3.3 SM Sportswear reserves the right to **withhold delivery of goods until full payment has been received**.

3.4 Late payments may result in **production or delivery delays**.

4. Production Lead Times

4.1 Production timelines vary depending on order size, product type, and seasonal demand. Minimum lead time is 14 working days.

4.2 Production lead times commence only after the following have been received:

- Deposit payment
- Final artwork approval
- Size confirmation

4.3 SM Sportswear shall not be responsible for delays caused by:

- Late design approvals
 - Changes requested after approval
 - Incorrect information provided by the customer
 - Supplier delays or unforeseen production issues.
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5. Design Approval

5.1 Customers will receive digital artwork proofs prior to production.

5.2 Customers are responsible for carefully reviewing and approving:

- Spelling
- Colours
- Logos

- Player names and numbers
- Placement of graphics
- Garment layout

5.3 Once artwork has been approved, **SM Sportswear cannot be held responsible for errors contained within the approved design.**

6. Size Confirmation

6.1 Customers are responsible for confirming correct garment sizes before production begins.

6.2 Size charts are provided as a guideline.

6.3 SM Sportswear cannot accept returns or exchanges due to **incorrect sizes selected by the customer.**

7. Custom Manufactured Goods

7.1 All custom manufactured items are **non-refundable and non-returnable** unless proven to have a manufacturing defect.

7.2 Minor variations may occur due to:

- Fabric dye batches
- Manufacturing tolerances
- Printing processes

7.3 These variations shall **not be considered defects.**

8. Manufacturer Branding and Labelling

8.1 SM Sportswear reserves the right to include **manufacturer identification** on garments produced.

8.2 Manufacturer identification may include:

- Internal labels

- Printed tags
- Heat press labels
- Small manufacturer logos

8.3 The purpose of manufacturer identification is to:

- Verify product authenticity
- Identify manufacturing batches
- Assist with quality control
- Resolve production queries

8.4 Such identification is standard industry practice and shall not be considered misuse of the customer's brand.

9. Customer Supplied Logos and Artwork

9.1 Customers warrant that they hold the legal rights to use all logos and artwork provided.

9.2 SM Sportswear shall not be liable for any copyright or trademark infringement resulting from artwork supplied by the customer.

10. Quality Claims

10.1 Claims relating to manufacturing defects must be submitted **within 5 days of receiving the order**.

10.2 Claims must include:

- Order number
- Description of the issue
- Clear photographic evidence

10.3 SM Sportswear reserves the right to inspect the item before approving any replacement or repair.

11. Order Changes and Cancellations

11.1 Orders cannot be cancelled once production has commenced.

11.2 Changes requested after artwork approval may incur additional costs and production delays.

12. Collection and Delivery

12.1 Customers will be notified once orders are ready for collection or dispatch.

12.2 SM Sportswear shall not be responsible for delays caused by courier companies.

12.3 Risk passes to the customer upon collection or dispatch.

13. Marketing Use of Products

13.1 SM Sportswear reserves the right to photograph completed garments and use such images for marketing and portfolio purposes unless otherwise requested in writing.

14. Limitation of Liability

14.1 SM Sportswear shall not be liable for any indirect or consequential losses arising from the use of supplied products.

14.2 Liability shall be limited to the value of the goods supplied.

15. Governing Law

15.1 These Terms and Conditions are governed by the laws of the **Republic of South Africa**.

15.2 Any disputes shall fall under the jurisdiction of **South African courts**.

16. Minimum Order Quantities

16.1 Certain garments manufactured by SM Sportswear are subject to **minimum order quantities (MOQ)**.

16.2 Minimum quantities may apply to:

- Sublimated garments
- Team kits
- Athletics kits
- Tracksuits
- Bulk school orders

16.3 Orders below the minimum quantity may be declined or subject to **small batch manufacturing surcharges**.

17. Manufacturing Quantity Tolerance

17.1 SM Sportswear reserves the right to deliver quantities within a **±5% tolerance** on bulk orders.

17.2 This tolerance accounts for:

- Fabric cutting efficiencies
- Production tolerances
- Quality control removals

17.3 Customers agree to accept and pay for quantities within this tolerance range.

18. Fabric Batch and Colour Variation

18.1 Fabric colours may vary slightly between dye batches.

18.2 SM Sportswear cannot guarantee identical colour matching between separate production runs.

18.3 Such variations are considered **normal manufacturing tolerances**.

19. Rush Orders and Late Order Fees

19.1 Orders requiring faster production than standard timelines will be considered **rush orders**.

19.2 Rush orders may attract a surcharge between **10% and 35%** depending on production capacity.

19.3 Rush orders are subject to factory availability.

20. School, Club and Team Orders

20.1 Team orders must be submitted with final information including:

- Player names
- Numbers
- Sizes
- Logos

20.2 SM Sportswear is not responsible for errors caused by incorrect information provided by team organisers.

20.3 Changes after approval may result in additional manufacturing costs.

21. Player Names and Number Printing

21.1 Custom names and numbers cannot be changed once printed.

21.2 Customers must confirm spelling and numbering before production.

22. Storage of Production Files

22.1 SM Sportswear retains the right to store production templates, artwork files, and garment patterns for repeat production purposes.

23. Reorders

23.1 Reorders placed at a later stage may have different pricing, lead times, and fabric batches.

23.2 Exact duplication of previous orders cannot always be guaranteed.

24. Manufacturing Defect vs Wear and Tear

24.1 Manufacturing defects include faults caused directly during production.

24.2 The following are **not considered defects**:

- Normal wear and tear
 - Damage caused during sporting activity
 - Improper washing
 - Chemical exposure
 - Alterations by third parties
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25. Event Deadline Liability

25.1 SM Sportswear cannot guarantee delivery for specific events unless confirmed in writing.

25.2 SM Sportswear shall not be liable for losses arising from garments not being available for events, competitions, or tournaments.

26. Customer Supplied Garments

26.1 Printing on customer-supplied garments is done entirely at the customer's risk.

26.2 SM Sportswear shall not be liable for damage caused during the printing process.

26.3 Liability is limited to the value of the printing service only.

27. Manufacturing Tolerance Acceptance

27.1 Customers acknowledge that textile manufacturing involves standard tolerances in:

- Colour
- Print placement
- Fabric characteristics
- Garment sizing

27.2 These tolerances are considered industry standards.

28. Team Order Responsibility

28.1 Where team orders are submitted through a coach, school, or organiser, SM Sportswear relies on the information supplied by the representative.

28.2 SM Sportswear shall not be responsible for disputes between team members and organisers regarding:

- Sizes
 - Names
 - Payments.
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29. Intellectual Property Protection

29.1 All garment templates, patterns, and production files developed by SM Sportswear remain the intellectual property of SM Sportswear.

29.2 These materials may not be reproduced or used by third parties without written permission.

30. Manufacturing Limitation Clause

30.1 SM Sportswear shall not be held liable for production variations, fabric batch differences, or manufacturing tolerances that fall within accepted textile industry standards.