

KOBE SPORTSWEAR TERMS & CONDITIONS

Updated – February 2, 2022

CREDIT POLICY

New accounts must furnish a completed credit application. A full credit history will be requested, including personal credit checks for sole proprietorships. We reserve the right to withhold future shipments without notification, if your account is overdue 40 days from date of invoice. Any accounts 90 days past due with whom we are unable to make mutually accepted payment arrangements, will be sent to collections. A \$20.00 charge (plus tax) will be placed against any account when a cheque is returned to us (NSF or other). For partial shipments, terms of payment are due from the date of each invoice, not when the order is shipped complete. For established term accounts, net 30 days from the date of the invoice applies. We reserve the right to charge 2% per month interest on overdue accounts. Payment may be made by credit card (Visa or MasterCard) at point of sale. This payment option is not available on outstanding invoices, for customers with terms. All accounts, which have sales from the previous year below \$1,500.00, will be placed on credit card terms. Any account not able to purchase via credit card will be directed to a distributor within their area. Kobe Sportswear Inc., at its discretion, reserves the right to refuse, reduce or revoke credit at anytime.

ORDERING

Orders can be placed online using our website, by fax, email, by phone or through your Sales Representative. We highly recommend that all orders are placed with written confirmation (email or online) to avoid any errors. Any discrepancy between a customer's purchase order and the invoice will revert to the written confirmation received by Kobe for errors. Orders accepted by Kobe Sportswear cannot be cancelled or refunded without written permission from Kobe Sportswear. Kobe will make every effort to accommodate all urgent or rush shipping and pick-up requests but cannot guarantee any dates or times and is not liable for failure to meet requested dates. Kobe Customer Service will always contact the customer in the event of a back order and advise customer of options for shipment and estimated arrival of replacement items. Arrival dates to fill orders are estimates and can change at anytime due to shipping delays or market conditions out of our control and are NOT a guaranteed fulfillment date.

PRICING

Pricing is valid for the duration indicated on the current price list. Kobe reserves the right to update pricing at any time during the life cycle of a catalogue or price list due to unforeseen market conditions out of our control. Pricing will be updated by email to all customers with as much advanced notice as possible. For confirmation, please contact Kobe's Head Office or your Sales Representative before quoting customers. All placed orders are shipped at prices quoted at the time of booking, unless





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791 Tapscott Road,
Scarborough, Ontario
M1X 1A2

notified otherwise. In the event of a price discrepancy between the customer's purchase order and Kobe Sportswear's invoiced amount, the pricing on the invoice will be used as the correct price. Backorders are excluded and will be processed at the price provided at the time of the purchase order.

SHIPPING & DELIVERY

All Canadian shipments are made F.O.B. Kobe Sportswear Inc. via Purolator ground, and all U.S. Shipments are made F.O.B. Buffalo, N.Y., via FedEx ground, unless otherwise stated. Customers account number must accompany alternate courier requests. Any discrepancies in shipping must be reported within 48 hours of receipt of goods. Claims made after this time will not be accepted. When orders are shipped to a third party location, it is the responsibility of the invoiced customer and consignee to verify the quality and accuracy of the order prior to embellishment. Back orders will be shipped automatically unless otherwise stated by customer. Kobe Sportswear Inc. shall not be responsible for delayed delivery or non-delivery in whole or in part due to labour or transportation difficulties or causes, which make delivery impractical. As Kobe Sportswear Inc. has no control over the carriers of products, shipments to arrive at your location, or other destination on a specified date, cannot be guaranteed.

WARRANTIES & CLAIMS

Kobe Sportswear Inc. retains the right to be the sole judge in the matter of goods returned due to defective or other warranty issues. We will repair or replace, free of charge, any article that proves defective in workmanship or material prior to customer's embellishment of product. It is the responsibility of the customer to inspect product before commencement of any embellishments. Because of various methods of cleaning and laundering of garments, we will not guarantee garments against shrinkage and cannot accept responsibility for conditions of any clothing after washing or cleaning. Under no circumstance will we be responsible for merchandise that has shrunk due to silk screening or heat-sealing of names or numbers. Due to the nature of our in stock program, colour dye lots may vary slightly. Actual fabric colours may vary from printed colours shown in our catalogue. All product repairs outside of the warranty period can be reviewed for repair at a minimum charge of \$30.00 CDN plus shipping costs.

RETURNS POLICY

Any discrepancies in shipping, which requires a Return Authorization number (RA#), must be reported within 48 hours of receipt of goods. Claims made after this time will not be accepted.

All returns require a Kobe Sportswear Inc. Return Authorization number (RA #) and must be obtained within 14 days of receipt of invoice. To obtain a Return Authorization number (RA#) we require the following; Invoice number, customer account number, date of receipt, reason for return, quantity and description. Return Authorization numbers (RA#) will be valid for 4 weeks from the date of issue. Kobe Sportswear Inc. will not accept any returns after the RA# expiration date. All returns must be shipped by prepaid customer freight. Collect shipments will not be accepted. A 20% restocking charge applies to all verbal orders, returns and refused shipments. Returned goods must be washed or dry cleaned (as per Health Regulations) prior to shipment along with proper documentation and the RA# clearly marked on the outside of the carton. Any item returned that is not considered first quality or new, will be returned



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at the customer's expense. All discontinued or clearance items are non-returnable.

CUSTOM ORDERS

Kobe Sportswear Inc. limits liability for damaged goods strictly to the value of the merchandise supplied. Our custom order department specializes in both domestic and import products. We require written confirmation on all custom orders along with a 50% deposit before order commencement of production. All custom or special orders are non-returnable. Production times will be quoted by Kobe staff based on availability of fabric or materials, and time of year. These are estimates and NOT guarantees. Kobe will do everything possible to adhere to the quoted timelines and will communicate challenges or delays as soon as they become known to us. Times are quoted from the date we receive the signed order confirmation and 50% deposit. We will make every effort to match requested colours using Pantone numbers, customer samples or photos, however we cannot guarantee an exact match for either new or repeat orders. All logos must be submitted in approved vector format. Additional charges may apply for re-creation of logos or added graphic time. If multiple proofs are required, Kobe reserves the right to add fees for graphics or administration. Changes to the pattern, colours or quantity must be re-quoted for accuracy. Pricing on custom orders is accurate at the time it is provided, to ensure this price will be honoured, please check with Kobe staff prior to placing your order. Due to the nature of changes in atmosphere, temperature, fabric and graphics, a colour variance of up to 10% is considered acceptable from either a colour test or previous order. The customer is responsible for reading and carefully checking all proofs and order confirmations for accuracy before approval. Kobe Sportswear is NOT liable for any indirect, special or consequential damages arising out of, or resulting from the decoration of goods. Kobe is not able to product any licensed apparel, logos, products of any kind without written permission from the owner of the product or branding.



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