

Terms of Service

Backsnap MFG. LLC · Effective August 14, 2026 · backsnapmfg.com

THE SHORT VERSION

- Every order is custom-made to your specification. **Payment is 100% up front, and once you pay, your order goes into production and cannot be cancelled or refunded.** Please be certain before you pay.
- Your artwork stays yours. Backsnap claims no ownership of your logos, designs, or brand — ever.
- The approved tech pack is the spec. Written approvals count; conversations don't, until they're confirmed in writing.
- Production runs 6–9 weeks from the later of cleared payment or tech pack approval. That's an estimate, not a guarantee.
- **You have 30 days from delivery to inspect your order and report defects.** If something is clearly wrong, we'll repair, replace, or credit it, and we'll pay the return shipping.
- Small variations in color, dye lot, and hand feel are normal in cut-and-sew and aren't defects.
- We may post photos of finished work. Tell us before production if your release is embargoed and we'll hold off.
- If US import duties or tariffs go up between your order and delivery, that's on us, not you.
- Disputes go to San Diego County — small claims court first where it fits.

This summary is provided for convenience only. It is not part of the Agreement, and the numbered terms below control if there is any conflict.

BACKSNAP MFG. LLC — General Terms and Conditions of Sale

1. THE AGREEMENT

(a) These terms and conditions (these "Terms") govern the sale of custom-manufactured goods (the "Goods") and related design and production services (the "Services") by Backsnap MFG. LLC ("Seller," "we," "us") to the buyer identified on the invoice ("Buyer," "you").

(b) Together, these Terms, Seller's invoice for the order, and the tech pack, specification sheet, or written order details approved by Buyer (collectively, the "Order Documents") form the entire agreement between the parties for that order (the "Agreement"). The Agreement supersedes all prior or contemporaneous understandings, proposals, quotes, and communications, written or oral.

(c) These Terms prevail over any purchase order, vendor form, or general terms and conditions submitted by Buyer, whenever submitted. Seller's acceptance of a purchase order or commencement of work does not constitute acceptance of Buyer's terms. Any different or additional terms proposed by Buyer are rejected unless Seller agrees to them in a signed writing.

2. HOW BUYER ACCEPTS THESE TERMS

By submitting payment for an order, Buyer acknowledges having read these Terms and agrees to be bound by them. If Buyer does not agree to these Terms, Buyer should not submit payment, and should instead contact Seller before doing so.

3. PAYMENT

(a) Payment of one hundred percent (100%) of the invoiced amount is due before production begins. Seller does not offer net terms, installment terms, or deferred payment, and does not begin production on any order until payment has cleared.

(b) Payment may be made by credit card, wire transfer, or check, in US dollars. Buyer is responsible for any bank, wire, or processing fees charged by Buyer's institution.

(c) Prices quoted are valid for thirty (30) days from the date of the quote unless stated otherwise. If Buyer does not submit payment within that period, Seller may reissue the quote at then-current prices.

(d) All prices are exclusive of sales, use, excise, and similar taxes, and of duties and customs charges on international shipments. Buyer is responsible for such amounts, except for taxes imposed on Seller's income, revenue, or property. Section 19 governs the allocation of import duties and tariffs.

(e) Buyer agrees not to initiate a chargeback, payment dispute, or reversal without first notifying Seller in writing under Section 24 and allowing Seller a reasonable opportunity to resolve the issue.

4. NO CANCELLATION AND NO REFUNDS

(a) Every order is manufactured to Buyer's own specification, using Buyer's artwork, colorways, trims, and construction choices. The resulting Goods have no resale value to Seller and cannot be returned to inventory or sold to another customer.

(b) For that reason, once Buyer submits payment, the order is final. It cannot be cancelled, changed, paused, or refunded, in whole or in part, and Buyer is not entitled to a refund for changed circumstances, changed plans, or for having ordered the wrong quantity, size, or specification. This applies whether or not production has physically begun.

(c) This Section does not limit Buyer's rights under Section 6(d) (extended delay caused by Seller), Section 9 (defective goods), or Section 13 (consumer buyers).

5. ARTWORK, TECH PACKS, AND APPROVALS

(a) Buyer is responsible for supplying complete, accurate, production-ready artwork and specifications, including files in the formats Seller requests, correct spelling, correct colors, and correct sizing and placement.

(b) The tech pack or specification approved by Buyer in writing is the controlling specification for the order. Seller manufactures to that approved specification.

(c) Approvals must be given in writing, by email. Discussions held by phone, video call, text, direct message, or in person are not binding on either party until confirmed in writing by email. If Seller confirms the substance of a verbal discussion by email and Buyer does not object within three (3) business days, that confirmation is treated as written approval.

(d) Seller is not responsible for errors that were present in the specification Buyer approved, including misspellings, incorrect logos or artwork files, incorrect color calls, and incorrect measurements or size breakdowns. Buyer should review approvals carefully.

(e) Seller does not produce physical pre-production samples. A photographic sample of the production unit is provided with every order at no additional charge, and is provided for reference; it is not an approval gate and does not extend the production timeline.

(f) Requests to change a specification after written approval may be accommodated at Seller's discretion only if production has not advanced past the point where the change is possible. Any accepted change is subject to a written change order, additional cost, and an adjusted timeline, all of which must be agreed in writing and paid before the change is made.

6. PRODUCTION TIME

(a) Standard production time is six (6) to nine (9) weeks, measured from the later of (i) the date Buyer's payment clears and (ii) the date Buyer gives written approval of the tech pack and provides all artwork, information, and decisions Seller has requested. Shipping transit time is additional.

(b) Production times are good-faith estimates based on normal conditions. They are not guarantees, and time is not of the essence unless Seller has agreed to a firm delivery date in a signed writing.

(c) Any delay caused by Buyer — including late approvals, late or incomplete artwork, unanswered questions, or requested changes — extends the production timeline by at least the length of the delay, and Seller is not liable for the resulting late delivery.

(d) If Seller fails to ship within sixty (60) days after the end of the estimated production window, for reasons not caused by Buyer and not covered by Section 21, Buyer may cancel the unshipped

portion of the order on written notice and receive a refund of amounts paid for that portion, less Seller's documented costs for materials purchased and work already performed. This is Buyer's exclusive remedy for late delivery.

7. QUANTITY AND OVERRUNS

(a) Seller intentionally produces above the ordered quantity to absorb normal production loss. **Buyer will receive no fewer units than the quantity ordered.**

(b) Any units produced in excess of the ordered quantity that are shipped to Buyer are provided at no additional charge. Buyer is invoiced only for the quantity ordered.

(c) In the unlikely event a shipment contains fewer units than ordered, Buyer should notify Seller under Section 9 and Seller will, at its option, produce and ship the shortfall or credit or refund the price of the missing units.

8. SHIPPING, TITLE, AND RISK OF LOSS

(a) Unless agreed otherwise in writing, Seller ships to the address Buyer provides using Seller's standard carriers and packaging. Buyer is responsible for providing a correct, complete, deliverable address; Seller is not responsible for shipments misdelivered or lost because of an incorrect address supplied by Buyer.

(b) Title and risk of loss pass to Buyer when Seller delivers the Goods to the carrier. Seller will provide tracking information and will reasonably assist Buyer in pursuing a claim against the carrier for loss or damage in transit.

(c) Buyer may request shipping insurance before shipment, at Buyer's cost. If Buyer does not request insurance, Buyer accepts the risk of uninsured transit loss.

(d) Visible shipping damage or a missing package should be reported to Seller in writing, with photographs, within five (5) business days of delivery or of the scheduled delivery date, so that a carrier claim can be filed within the carrier's deadline.

9. INSPECTION AND DEFECTIVE GOODS

(a) **Buyer has thirty (30) calendar days from the date of delivery (the "Inspection Period") to inspect the Goods and notify Seller in writing of any Defective Goods.** Goods not reported within the Inspection Period are deemed accepted.

(b) "Defective Goods" means Goods that: (i) materially deviate from the tech pack or specification Buyer approved in writing; (ii) contain a clear and obvious defect in materials or workmanship that falls outside the range of normal manufacturing variation described in Section 10; (iii) are a different product than the one ordered; or (iv) bear incorrect labeling or packaging.

(c) Notice of Defective Goods must be sent by email under Section 24 and must include a description of the problem, clear photographs, and the number of units affected. Seller may request that a reasonable number of affected units be returned for inspection.

(d) If Seller confirms the Goods are Defective Goods, Seller will, at its option, (i) repair the affected units, (ii) replace the affected units, or (iii) credit or refund the price paid for the affected units. **Seller pays return shipping and reshipment costs for units confirmed to be Defective Goods.** Seller will complete or ship the remedy within a reasonable time.

(e) The remedies in Section 9(d) are Buyer's sole and exclusive remedies for Defective Goods. Except as provided in this Section, all sales are final and Buyer has no right to return Goods.

(f) The following are not Defective Goods: normal manufacturing variation as described in Section 10; ordinary wear, fading, or damage occurring after delivery; damage from misuse, alteration, repair, embellishment, or laundering by anyone other than Seller, or from failure to follow care instructions; damage in transit (governed by Section 8); and any characteristic that resulted from the specification Buyer approved.

10. MANUFACTURING VARIATION, COLOR, AND TOLERANCES

(a) Cut-and-sew manufacturing produces natural variation. Minor differences in color, dye lot, weight, hand feel, texture, finish, stitch density, and placement between reference images, the photographic sample, and production units are normal and industry standard, and do not constitute Defective Goods or a breach of warranty.

(b) Seller makes no representation that colors, textures, or materials shown in digital mockups, screen renderings, online images, or PDF swatch cards will exactly match the finished Goods. Screens render color differently, and Pantone or other color references are matched as closely as commercially practicable rather than exactly.

(c) Fabric and thread dye lots vary between production runs. Seller is not liable for dye lot variation between separate orders, or within an order, unless the variation materially and substantially departs from the approved specification.

(d) Finished measurements are subject to the commercial tolerances customary in the headwear industry.

(e) Seller is not liable for incidental or consequential damages, including lost profits or lost sales, arising from any variation falling within the tolerances described in this Section.

11. LIMITED WARRANTY

(a) Seller warrants to Buyer that, for thirty (30) days from the date of delivery, the Goods will conform in all material respects to the specification Buyer approved in writing and will be free from clear and

obvious defects in materials and workmanship, subject to Section 10.

(b) Seller warrants that it will perform the Services in a professional and workmanlike manner, consistent with generally recognized industry standards.

(c) Buyer must give written notice of a warranty claim within the Inspection Period in Section 9(a). The remedies in Section 9(d) are Buyer's sole and exclusive remedies, and Seller's entire liability, for breach of the warranties in this Section.

(d) This warranty does not apply to any of the circumstances listed in Section 9(f).

12. DISCLAIMER OF OTHER WARRANTIES

(a) Except for the express warranties in Section 11, and except as provided in Section 13, Seller makes no other warranty with respect to the Goods or Services, and disclaims all implied warranties, including any implied warranty of merchantability and any implied warranty of fitness for a particular purpose, whether arising by law, course of dealing, course of performance, or usage of trade.

(b) Because Buyer supplies the artwork, trademarks, and designs, Seller makes no warranty that the Goods do not infringe the intellectual property rights of any third party. Section 18 governs that risk.

(c) Components manufactured by third parties — including hardware, closures, trims, labels, and packaging — may be incorporated into or supplied with the Goods. Those components carry only the warranty, if any, offered by their own manufacturer, and Seller will pass through any such warranty to Buyer to the extent it is transferable.

13. BUYERS WHO ARE CONSUMERS

If Buyer is an individual purchasing the Goods primarily for personal, family, or household use, certain rights cannot be waived by contract. Nothing in these Terms — including Sections 4, 9, 11, 12, and 14 — waives, limits, or disclaims any right or remedy that cannot lawfully be waived, limited, or disclaimed under California law, including the Song-Beverly Consumer Warranty Act and the Consumers Legal Remedies Act, or under any other applicable consumer protection law. To that extent, and only to that extent, those provisions do not apply.

14. LIMITATION OF LIABILITY

(a) Seller is not liable to Buyer or to any third party for any loss of use, revenue, or profit, loss of data, loss of business or goodwill, or for any consequential, indirect, incidental, special, exemplary, or punitive damages, whether arising in contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable or Seller was advised of their possibility, and notwithstanding the failure of any remedy of its essential purpose.

(b) Seller's total aggregate liability arising out of or relating to the Agreement will not exceed the total amount Buyer paid to Seller for the order giving rise to the claim.

(c) The limitations in this Section do not apply to (i) Seller's gross negligence or willful misconduct, (ii) death or bodily injury caused by Seller's acts or omissions, or (iii) any liability that cannot be limited or excluded under applicable law.

15. BUYER'S ARTWORK AND INTELLECTUAL PROPERTY

(a) **Buyer owns Buyer's artwork, designs, trademarks, and brand. Nothing in this Agreement transfers, assigns, or grants Seller any ownership interest in them, and Seller claims none.**

(b) By submitting payment, Buyer represents and warrants that Buyer owns, or holds all necessary rights and licenses to use and to authorize Seller to reproduce, all artwork, logos, trademarks, text, images, and other materials Buyer supplies for the order, and that their reproduction on the Goods does not infringe or violate the rights of any third party.

(c) Buyer grants Seller a non-exclusive, non-transferable, royalty-free license to use Buyer's artwork and trademarks solely to design, manufacture, produce, package, and ship the Goods for Buyer, and as permitted by Section 16. No other license is granted, by implication, estoppel, or otherwise.

(d) Seller may decline to produce, or may stop producing, any order that Seller reasonably believes infringes a third party's rights or violates applicable law. If Seller stops production for this reason after payment, Seller will refund amounts paid less documented costs for materials purchased and work already performed.

(e) Seller retains all rights in its own general manufacturing know-how, patterns, blocks, construction methods, and production processes. Nothing in this Agreement transfers those to Buyer, and nothing in this Section limits Buyer's ownership of Buyer's own designs under Section 15(a).

16. SELLER'S MARKETING AND PORTFOLIO RIGHTS

(a) Buyer grants Seller a non-exclusive, royalty-free license to photograph, display, and use images of the finished Goods for Seller's own portfolio, website, social media, advertising, and promotional purposes.

(b) **If Buyer's product is unreleased, embargoed, or otherwise confidential, Buyer must notify Seller in writing before production begins,** and specify the date or condition on which the hold ends. Seller will honor a hold requested in this way. Absent such notice, Seller may publish images of the finished Goods at any time after delivery.

(c) Seller will not identify Buyer by name or trade name in any such use without Buyer's prior written consent.

(d) Buyer may revoke this license as to future use on thirty (30) days' written notice. Material already published or distributed before Seller receives that notice is not subject to mandatory removal.

17. CONFIDENTIALITY

(a) Each party will keep confidential the other party's non-public business information disclosed in connection with the Agreement — including, for Seller, its pricing, sourcing, patterns, methods, and vendor relationships, and, for Buyer, its unreleased designs, product plans, and artwork — and will use it only to perform the Agreement.

(b) This Section does not apply to information that is or becomes public through no fault of the receiving party, was already known to the receiving party without a duty of confidence, is independently developed without reference to the disclosing party's information, or is required to be disclosed by law.

(c) Section 16 governs Seller's use of images of finished Goods, and is not limited by this Section.

(d) If Buyer requires Seller to sign a separate non-disclosure agreement, Buyer must request it and the parties must execute it before production begins. Seller is not obligated to enter into a non-disclosure agreement presented after production has started.

18. INDEMNIFICATION

(a) Buyer will defend, indemnify, and hold harmless Seller and its members, officers, employees, and agents from and against any losses, damages, liabilities, claims, judgments, settlements, penalties, costs, and reasonable attorneys' fees arising out of or relating to: (i) any claim that artwork, designs, trademarks, or specifications supplied by Buyer infringe or violate the rights of a third party; (ii) Buyer's breach of any representation, warranty, or obligation under the Agreement; (iii) Buyer's misuse or unlawful use of the Goods, or use of the Goods in a manner inconsistent with their intended purpose or Seller's care instructions; or (iv) Buyer's negligence or willful misconduct.

(b) Buyer's obligations under this Section do not extend to any claim to the extent it arises from Seller's own negligence, willful misconduct, or breach of the Agreement, or from a defect in Seller's manufacture of the Goods.

(c) Seller will promptly notify Buyer of any claim for which it seeks indemnification, and will reasonably cooperate in the defense. Buyer may not settle any claim in a way that imposes an obligation on Seller, or admits fault by Seller, without Seller's prior written consent.

(d) This Section survives termination or expiration of the Agreement.

19. DUTIES, TARIFFS, AND INTERNATIONAL ORDERS

(a) **If US import duties, tariffs, or similar government charges applicable to Buyer's order increase between the date of Seller's invoice and delivery, Seller absorbs the increase.** Buyer's price does not change.

(b) For shipments outside the United States, Buyer is the importer of record and is responsible for all destination duties, taxes, brokerage charges, and customs clearance. Seller is not responsible for delays caused by customs authorities in the destination country, or for Goods seized or refused entry by them.

(c) Buyer is responsible for confirming that the Goods, including Buyer's artwork and labeling, may lawfully be imported into and sold in the destination country.

20. COMPLIANCE WITH LAW

Each party will comply with all applicable laws and regulations in performing the Agreement. Buyer will obtain and maintain any licenses, permits, and consents it needs to purchase, import, and resell the Goods, and will comply with all applicable export and import laws.

21. FORCE MAJEURE

Neither party is liable for any failure or delay in performance (other than Buyer's payment obligations) caused by events beyond its reasonable control, including acts of God, fire, flood, earthquake, epidemic or pandemic, war, terrorism, civil unrest, government action or order, embargoes, strikes or labor stoppages, material or component shortages, carrier or port disruption, and utility or telecommunications failures. The affected party will notify the other within ten (10) days and use diligent efforts to resume performance. A force majeure event extends the affected party's deadlines by the length of the delay. If the delay continues for more than ninety (90) consecutive days, either party may terminate the affected order on written notice, and Seller will refund amounts paid for undelivered Goods less documented costs for materials purchased and work already performed.

22. TERMINATION

(a) Seller may terminate the Agreement on written notice if Buyer materially breaches it and fails to cure the breach within ten (10) days after receiving written notice describing it, or if Buyer becomes insolvent, files for bankruptcy, or has bankruptcy or receivership proceedings commenced against it.

(b) Buyer may terminate the Agreement on written notice if Seller materially breaches it and fails to cure within ten (10) days after receiving written notice describing it.

(c) On termination by Seller under Section 22(a), Seller may stop work and retain amounts paid to the extent of materials purchased and work performed through the termination date, and will refund

any remainder. On termination by Buyer under Section 22(b), Seller will refund amounts paid for undelivered Goods less documented costs for materials purchased and work performed.

(d) Termination does not affect either party's rights or obligations that accrued before termination.

23. DISPUTES, GOVERNING LAW, AND VENUE

(a) If a dispute arises, the parties will first try to resolve it informally. The party raising the dispute will send a written description of it under Section 24, and the parties will negotiate in good faith for thirty (30) days before starting any legal proceeding. This does not prevent either party from seeking injunctive relief where necessary.

(b) The Agreement is governed by the laws of the State of California, without regard to its conflict of laws rules. The UN Convention on Contracts for the International Sale of Goods does not apply.

(c) If the dispute is within the jurisdictional limit of the California small claims court, either party may bring it there. Otherwise, any suit, action, or proceeding must be brought in the state or federal courts located in San Diego County, California, and each party irrevocably submits to the exclusive jurisdiction of those courts.

(d) In any action to enforce the Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs.

24. NOTICES

(a) Notices under the Agreement must be in writing. **Email is a valid and sufficient method of notice.** Notices to Seller go to backsnapmfg@gmail.com. Notices to Buyer go to the email address Buyer provided with the order, unless Buyer designates another address in writing.

(b) A notice sent by email is effective on the business day it is sent, if sent during business hours, and otherwise on the next business day. It is each party's responsibility to keep its contact email current and to monitor it, including spam filtering.

25. GENERAL

(a) *Assignment.* Buyer may not assign its rights or delegate its obligations under the Agreement without Seller's prior written consent, which will not be unreasonably withheld. Any purported assignment in violation of this Section is void.

(b) *Independent contractors.* The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency, employment, or fiduciary relationship, and neither party may bind the other.

(c) *No third-party beneficiaries.* The Agreement is for the sole benefit of the parties and their permitted successors and assigns. No other person has any right or remedy under it.

(d) *Waiver*. No waiver is effective unless made in writing and signed by the waiving party. A failure or delay in exercising any right is not a waiver of it, and a single or partial exercise does not preclude further exercise.

(e) *Severability*. If any provision is held invalid, illegal, or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or severed if it cannot be, and the remaining provisions remain in full force.

(f) *Survival*. Sections that by their nature should survive do so, including Sections 4, 9(e), 12, 13, 14, 15, 16, 17, 18, 23, 24, and 25.

(g) *Amendment*. These Terms may be amended only in a writing that specifically states it amends them and is signed by both parties. Seller may revise these Terms for future orders by posting an updated version; the version in effect on the date Buyer submits payment governs that order.

(h) *Headings*. Headings are for convenience only and do not affect interpretation.

Questions about these terms? backsnapmfg@gmail.com