

CUTTER & BUCK TERMS AND CONDITIONS

As a condition to all orders placed with Cutter & Buck ("C&B"), Customer hereby accepts and agrees to comply with these Terms and Conditions, and agrees that such Terms and Conditions supercede those contained in any purchase order or other document regarding the subject matter hereof. These Terms and Conditions apply to all orders placed by Customer, in whatever form received by C&B, including without limitation electronic and telephone orders, and C&B's acceptance of such orders are limited to these Terms and Conditions. C&B HEREBY OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS IN BUYER'S ORDER, OR ANY OTHER DOCUMENT OR FORM TRANSMITTED ON BEHALF OF BUYER.

CANCELLATION, AND CHANGE ORDER REQUESTS

Orders with a start shipment date within 30 days after the order is placed with C&B are considered "at once" orders. After an "at once" order is placed, no changes or cancellations will be permitted. Orders with a start shipment date more than 30 days after the order is placed with C&B are considered "future" orders. Once a future order is placed, Customer will receive an acknowledgment of the order, including styles, price, quantities and sizes ordered. Any request to cancel all or any portion of a future order, will not be binding on Cutter & Buck unless received within thirty (30) days of the date of C&B's Order Acknowledgment. Once that 30 day period has passed, the order will be considered "in production," C&B will commit resources for its fulfillment, and no changes or cancellations will be permitted. Any enhancement instructions or change order requests (such as embroidery, ticketing, additional value added services, special handling and/or changes to routing information), must be received by C&B not later than 60 days prior to the order's start shipment date. If instructions are NOT received by C&B 60 days prior to the start shipment date, C&B reserves the right to ship the order to Customer without enhancement, and/or to decline any change order requests.

Customer acknowledges that quoted prices for embroidery services are subject to change pending receipt of logo specifications from customer.

SHIPPING

All shipments by C&B are F.O.B. point of shipment; therefore, freight and insurance costs are the responsibility of Customer. Customer is responsible for designating the mode of shipment and the name of the carrier at the time of the order, and for procuring any desired insurance. Any additional routing instructions shall be given in writing, not less than five (5) business days prior to the order Start Date, to Customer Service, 701 N 34th Street, Suite 400, Seattle, WA 98103. C&B shall have the right to choose an alternate mode of shipment if the mode designated is not available or feasible. If no shipping instructions are received from Customer, C&B will ship via "ground" transportation, insured for the full value of the goods at Customer's expense, which charges will be added to the invoice for the goods. Only the proceeds of such insurance in excess of any amounts owed by the Customer to C&B will be reimbursed to Customer. "Free shipping" or similar promotions do not remove the Customer's responsibility for insuring for the full value of the goods. Customer shall specify its preferred earliest shipment date ("Start Date") and its latest shipment date ("Complete Date"). C&B reserves the right to ship goods in advance of Customer's Start Date. In order to meet Customer's Start Date, C&B reserves the right to ship via air carrier. Any change in shipment dates must be approved by C&B. C&B shall have no responsibility whatsoever for the ultimate date of delivery if C&B has shipped on or before Customer's designated Complete Date. C&B agrees that, if it ships goods after the Complete Date, C&B will accept return of the goods so shipped; provided that C&B is notified within fourteen (14) days of the date of such shipment or it shall be conclusively presumed that Customer has accepted the order(s) shipped. A return authorization form provided by C&B must accompany any such shipment returned. If at any time C&B believes, in its sole discretion, that the financial condition or responsibility of Customer is, or is about to become, impaired or is, or will be, inadequate to meet Customer's obligations to C&B, C&B reserves the right to suspend shipments, to change Customer's credit or payment terms and to take any other appropriate steps to protect C&B's interests. If Customer's credit is withdrawn, C&B, at its option, may require payment or security before accepting orders from Customer or shipping goods to Customer. C&B shall not be liable for any failure to deliver goods where such failure has occurred due to circumstances beyond the control of C&B.

RISK OF LOSS

Possession and risk of loss are transferred to Customer when ordered goods are placed in the possession of the carrier by C&B. A bill of lading or other evidence of delivery to the carrier shall be conclusive proof of proper shipment by C&B. All disputes as to goods that are lost or damaged after delivery by C&B to the carrier shall be handled directly between Customer and the carrier. Upon request, C&B will provide documents within its possession that are necessary to substantiate a claim by Customer against the carrier. If C&B has purchased insurance for the shipment on behalf of the Customer, upon request, C&B will support Customer by filing any claims for lost or damaged goods. The reimbursement for such claims will be payable to Customer only if the original C&B invoice for said goods has been paid in full.

PAYMENT

Customer shall pay in full in United States dollars in immediately available funds for all goods shipped by C&B in accordance with the terms of C&B's invoice. If payment by check is accepted by C&B, such payment shall not be considered to have been made until the check has cleared collection. C&B does not offer a discount for anticipation. All sums not paid when due shall be subject to delinquency charges equal to the lesser of 1 1/2 percent per month or the highest rate allowed by law, prorated on a daily basis from the date such payment is due until paid.

RETURNS AND RETURN AUTHORIZATION REQUESTS

C&B will only accept, and give return credit for, goods authorized by C&B to be returned and displaying a C&B Return Authorization label on the carton. All requests for Return Authorization are to be submitted in writing to: **CUTTER & BUCK INC. ATTN: CUSTOMER SERVICE, 701 N. 34TH ST. STE 400, SEATTLE, WA 98103** Requests for Return Authorization are to be received by C&B within thirty (30) days of shipment to Customer and should provide C&B style number(s), original invoice number(s), quantity and unit price of goods in claim, reason for claim, and claim or chargeback number(s). If return freight is authorized on the Return Authorization to be paid by C&B, the goods must be returned by carrier and mode specified by C&B. Any goods returned without a Return Authorization label and any unauthorized goods that are included with a Return Authorization WILL NOT BE CREDITED and will be disposed of at the discretion of C&B. Return Authorization labels must be used within thirty (30) days of the date of issuance. At C&B's discretion, a Dispose of Goods Authorization may be issued by C&B to authorize credit for individual pieces that will not be returned to C&B's warehouse. C&B reserves the right to request return of product for any claims. Absolutely no credit will be issued for goods returned 6 months or more after delivery (except for goods returned for a previously undiscovered defect in manufacturing). C&B reserves the right to charge a restocking fee on any return except for defective goods or C&B error.

CREDITS

Any credit claimed by Customer, including credit for returned goods, must have supporting documentation included with or sent prior to Customer's payment. If credit documentation has not been received by C&B within thirty (30) days of the receipt by C&B of the payment that reflects the credit, the claim will be deemed invalid and repayment will be expected in full. All credits must be used within 6 months of the date the credit was issued, or by the expiration date on the credit.

WARRANTY AND DISCLAIMER

C&B warrants that the goods shipped pursuant to Customer's orders (i) are free from defects in materials and workmanship; (ii) are labeled in accordance with and comply with the requirements of applicable law; and (iii) will not infringe any patent, trademark, trade name, copyright or other similar right. EXCEPT AS SET FORTH ABOVE, C&B DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES AS TO MERCHANTABILITY OR THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE. C&B NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF ITS GOODS. C&B'S OBLIGATIONS AND ALL REMEDIES AND THE MEASURE OF DAMAGES SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF NON-CONFORMING GOODS AT THE OPTION OF C&B. IN NO EVENT SHALL C&B BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR EXPENSES (INCLUDING WITHOUT LIMITATION, TRANSPORTATION, LOST PROFITS OR DAMAGE TO PERSON OR PROPERTY), OR FOR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF C&B HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

DISTRIBUTION AND RESALE

Customer represents and warrants to C&B as follows: (i) Customer intends to sell the goods directly to consumers or to corporate end users and does not intend to resell to any other person or entity, including but not limited to any related company that is not a C&B account, other dealers or resellers, warehouse clubs, discount off-course golf shops, discount stores, off-price retailers, and Internet retailers; and (ii) Customer is not acting as a diverter of the goods.

TAXES

The amount of any present or future sales, revenue, excise or other taxes, applicable to the goods sold by C&B to Customer shall be added to the purchase price and shall be paid by Customer, or, in lieu thereof, Customer shall provide C&B with a tax exemption certificate acceptable to the applicable taxing authorities.

GOVERNING LAW

These Terms & Conditions and other documents between C&B and Customer shall be interpreted in accordance with the applicable law of the State of Washington and shall not be subject to or governed by the U.N. Convention on Contracts for the International Sale of Goods. If any claim or dispute should arise with respect to any matter relating to these Terms and Conditions or other documents, the claim or dispute shall be first submitted to mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association. If the claim or dispute cannot be resolved by mediation, then (i) the parties assent to personal jurisdiction in the State of Washington; (ii) the claim will be brought and tried in either the United States District Court for the Western District of Washington at Seattle or in the Superior Court for King County, Washington; and (iii) the prevailing party will be entitled to recover all reasonable attorneys' fees and other costs incurred.

SECURITY INTEREST

Customer hereby grants to C&B, as secured party, a security interest in all goods sold to Customer and in all proceeds of said goods, and C&B shall have the rights and remedies of a secured party under Article 9A of the Uniform Commercial Code. C&B is hereby authorized by Customer to file a UCC Financing Statement covering said goods and proceeds.

TRADEMARK, TRADE NAME AND DOMAIN/WEBSITE NAMES

If Customer requests C&B to incorporate Customer's name, logo, design or artwork into any of the goods shipped by C&B, Customer warrants that it is the sole owner of the entire right, title and interest in and to all patent, trademark, trade name, copyright and other similar rights related to such name, logo, design or artwork provided by or on behalf of Customer to be so incorporated. Customer agrees it will not use any trademark or trade name of C&B except in connection with goods shipped to Customer, nor make any claim of ownership of any such trademark or trade name. Use or registration of Cutter & Buck trademarks, including Cutter & Buck logos, symbols, icons or any other potentially confusing variation thereof as part of Customer's name, trade name, product name, service name, website or domain name is strictly prohibited.

INDEMNIFICATION

Customer shall indemnify, defend (with counsel acceptable to C&B) and save harmless C&B from and against any claim, cause of action, damage, loss or liability, including attorneys' fees and costs, asserted against or incurred by C&B by reason of, or arising out of or in connection with: (i) any breach or alleged breach of any of these Terms and Conditions, or the provisions of any order, Order Acknowledgment, or other document between C&B and Customer; (ii) any act or omission of Customer, or the employees, agents or subcontractors of Customer, in connection with any order, Order Acknowledgment, or other document between C&B and Customer; (iii) the use of any C&B merchandise by Customer or any customers of Customer; or (iv) any infringement or alleged infringement of any patent, trademark, trade name, copyright and other similar right related to any name, logo, design or artwork provided by or on behalf of Customer to be incorporated into any C&B goods. All indemnification obligations of Customer hereunder shall survive termination or cancellation of any order.

MISCELLANEOUS

A waiver of any one or more of the conditions of these Terms and Conditions by C&B with respect to one or more of Customer's orders shall not constitute a waiver of or an excuse for nonperformance as to any other part of these Terms and Conditions nor shall it constitute a waiver of or excuse for nonperformance as to the same condition with respect to any future order.