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 supersede any and all purchase orders or other documents regarding the subject matter hereof. These Terms and Conditions apply to all orders placed by Customer, or otherwise formed without a written agreement. These Terms and Conditions apply to all sales of goods and services, and 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 90 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 90 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 style, price, quantity and ship date ordered. Any request to cancel or modify 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. C&B will reserve the right to refuse any request to cancel or modify any portion of a future order if C&B has already begun production or has committed resources for its fulfillment, and no changes or cancellations will be permitted. Any enforcement instructions or change order requests (such as embroidery, flooding, additional color variations, etc.) received by C&B must be received by C&B no later than 60 days prior to the 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 enforcement, 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 the Customer. C&B is not responsible for damages resulting from the mode of shipment and the names of the carrier at the time of the order, and for producing any desired insurance. Any additional routing instructions shall be given in writing, not later than five (5) business days prior to the order Start Date. Customer, Subject to Customer, 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 final invoice. The carrier’s liability for the goods in transit is the process of action of DELAYING, COMMISSION, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES AS TO MERCHANDISABILITY OR THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE. C&B WITHDRAWS ALL WARRANTIES AND NORMALLY MUST BE AUTHORIZED BY ANYONE TO ASSUME ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF ITS GOODS. C&B’S OBLIGATIONS AND REMEDIES AND THE MEASURE OF DAMAGES SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF NON-COMFORMING GOODS AT THE OPTION OF C&B. IN NO EVENT SHALL C&B BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, TRANSPORTATION, LOSS PROFITS OR DAMAGE TO PERSON OR PROPERTY), OR FOR ANY DAMAGES OR SIMILAR PAID BY 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, wholesale dealers, discount off-course golf shops, discount stores, off-price retailers, and Internet retailers, and (ii) Customer is not acting as a distributor 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 any 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 dispute shall arise with respect to any matter relating to these Terms and Conditions and any 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 agree 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 costs incurred.

SECURITY INTEREST

Customer hereby grants to C&B, as second priority, a security interest in all goods sold to Customer and all proceeds of such goods. Customer assigns to C&B all proceeds of any insurance payments paid to Customer 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, Customer and C&B agree that Customer owns and is the owner of all related rights in and to all patent, trademark, trade name, copyright and other similar rights related to such names, logos, design or artwork provided by or on behalf of Customer to be 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 of 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.

INCAPACITATION

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, 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, (iii) any failure to actually receive sale or delivery of purchase orders, or any failure to receive purchase orders, or any failure to properly receive and accept purchase orders, purchase orders, or any failure, act or omission of any member of Customer or employees of Customer, or any act or omission of any member of Customer or employees of Customer, if any, or (iv) any infringement or alleged infringement of any patent, trademark, trade name, copyright or 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.