

## BRANDED CUSTOM SPORTSWEAR, INC.

### STANDARD TERMS AND CONDITIONS

These standard terms and conditions (these “Terms and Conditions”) are incorporated by reference into each purchase or sales order (each, a “Sales Order”) entered into by and between Branded Custom Sportswear, Inc., a Kansas corporation (“BCS”) and the purchaser named in the Sales Order. These Terms and Conditions are subject to amendment from time to time at BCS’s sole discretion; each Sales Order will be subject to the Terms and Conditions in effect as of the date of BCS’s acceptance of the Sales Order. A Sales Order, these Terms and Conditions, and any associated change orders and credit applications may be referred to collectively as an “Agreement.” Capitalized terms not specifically defined in these Terms and Conditions have the meanings ascribed to them in the applicable Sales Order.

1. Acceptance of Sales Orders and Changes to Sales Orders. Sales Orders and changes to Sales Orders submitted to BCS by Buyer are subject to final approval and acceptance by BCS. Changes to Sales Orders may be submitted to BCS orally or in writing but will not be effective unless accepted in writing by BCS. If BCS accepts a requested change, it will respond to Buyer via email or an updated Sales Order Acknowledgement. It is expressly understood and agreed by BCS and Buyer that all Sales Orders and any accepted changes to Sales Orders shall be subject to these Terms and Conditions. Any terms and conditions included in any Sales Order or accepted change to a Sales Order issued by Buyer that are in addition to, or inconsistent with, the terms of these Terms and Conditions shall not be binding upon BCS in any manner.

2. Prices. Published prices and discounts, if any, are subject to change without notice. All prices are net and exclude taxes (including but not limited to city, county, state and federal taxes, where applicable), transportation and insurance, all of which are to be borne by Buyer. In the event that any tax is stated on an invoice provided to Buyer by BCS, Buyer shall promptly remit the same to BCS. All other sales or use taxes upon products sold by BCS under a Sales Order (“Products”) shall be paid by Buyer to the appropriate taxing authority, or, in lieu thereof, Buyer shall provide to BCS a properly executed and issued tax exemption certificate.

3. Terms of Payment. BCS will invoice Buyer for each shipment made under each

Sales Order, and Buyer shall pay BCS’s invoices in full within thirty (30) days of the date of each such invoice. If Buyer disputes the amount stated in an invoice, Buyer must submit a written dispute notice (with an email to Buyer’s contact with BCS serving as written notice), describing the disputed amount and the basis of the dispute in detail, within 30 days of invoicing and must pay the undisputed amount in full. BCS and Buyer will work together in good faith for a period of 30 days to seek to resolve any dispute raised in this way by Buyer. At the end of such 30-day period, BCS will issue its written decision to Buyer with respect to the dispute, and Buyer will abide by such decision. If Buyer shall fail to make payments in accordance with the terms of the Agreement or shall fail to comply with any other provision of the Agreement, BCS may, at its option, defer further shipments or, without waiving any other rights it may have, terminate the applicable Agreement and any other outstanding Agreements with Buyer. Buyer shall be liable for all expenses, including attorneys’ fees, relating to the collection of past due amounts. If any undisputed payment owed to BCS is not paid when due, it shall bear interest at a rate of one and one-half percent (1.5%) per month, or (if lower) the maximum rate permitted by law, on the unpaid balance from the date on which it is due until fully paid.

4. Cancellation. Sales Orders are non-cancellable; any attempted cancellation by Buyer will not relieve Buyer of its obligation to pay the purchase price stated in the Sales Order.

5. Shipment, Delivery and Passage of Title. All Products will be delivered, and title will pass to Buyer, F.O.B. BCS’s warehouse dock for the Products, which may be a subcontractor’s site. Buyer will be responsible to select the means of transportation, to contract with all freight carriers, and to bear all costs of delivery. BCS shall not be bound to tender delivery of any Products for which Buyer has not provided shipping instructions and other required information. In the event that a shipment is delayed at the request, or by act, of Buyer, a reasonable storage charge will be assessed by BCS, and such storage will be at Buyer’s risk. BCS will not be responsible for any loss resulting from any delay in shipping or failure to ship.

6. Returns. Buyer may request BCS’s approval to return Products for a period of sixty (60) days after delivery (the “Return Period”). Written

authorization must be obtained from BCS prior to returning any Products. Such Products must be unused and must be shipped to BCS, utilizing the Return Authorization and shipping label provided. Buyer will retain title and risk of loss until receipt by BCS at the designated return destination. Returns made by Buyer without having first obtained BCS's written authorization therefor will not be accepted by BCS. If BCS determines, in its reasonable judgment, that returned Products were defective or not comparable to the items that were ordered (in either case, "Defective Products"), BCS will, at BCS's sole discretion, either replace the Defective Products or issue a credit in the amount of Buyer's net invoiced price for the Defective Products. If BCS determines that the returned product is not defective, BCS has the right to assess an inspection and repackaging charge, restocking charge and any other costs BCS reasonably incurs as a result of such return. No returns are allowed for items sold as close-outs, irregulars, seconds, or B-grades; such sales are final.

7. Limited Remedy; Disclaimer of Implied Warranties. Buyer's sole remedy with respect to Defective Products will be as set forth in Section 6. Failure by Buyer to return any Product during the applicable Return Period shall be deemed an absolute and unconditional waiver of Buyer's claim with respect to any defect or non-comparability. BCS HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT BUYER'S PURPOSE FOR THE PRODUCTS HAS BEEN DISCLOSED TO BCS.

8. Limitation of Liability. BCS'S OBLIGATIONS REGARDING RETURNED DEFECTIVE PRODUCTS AS SET FORTH IN SECTION 6 ARE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION, WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE ARISING OUT OF THIS AGREEMENT OR THE PARTIES' PERFORMANCE HEREUNDER. BCS NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATION. BCS SHALL NOT BE LIABLE FOR ANY PENALTY OR FOR ANY SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST

PROFITS OR REVENUES, LOSS OF OTHER GOODS, OR DOWN-TIME COSTS, SUFFERED OR SUSTAINED BY BUYER OR ANY OTHER PERSON. IN NO EVENT WILL BCS'S LIABILITY TO BUYER EXCEED, FOR DEFECTIVE PRODUCTS, THE AMOUNT BUYER PAID BCS FOR THE PRODUCTS GIVING RISE TO THE CLAIM, AND FOR ALL OTHER CLAIMS, THE AMOUNT BUYER PAID BCS WITHIN THE THREE-MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE. BUYER ACKNOWLEDGES AND AGREES THAT BCS HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND OTHER TERMS AND CONDITIONS SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN BCS AND BUYER AND FORM A BASIS OF THE BARGAIN BETWEEN THEM.

9. Force Majeure. BCS is not and shall not be liable for delays in shipment or delivery of Products, or loss or damage thereto, when due to acts of God, acts of Buyer, acts of civil or military authorities, governmental restrictions or embargoes, war, riot, fires, strikes, floods, epidemics, default or delay by BCS's suppliers, breakdown of manufacturing facilities, machinery or equipment, delays in transportation or difficulties in obtaining necessary materials, labor or manufacturing facilities in each case due to causes beyond BCS's reasonable control.

10. Severability; Waiver. If a court of competent jurisdiction determines that any provision of an Agreement (including any provision of these Terms and Conditions) is invalid or unenforceable for any reason, that determination will not affect any other provision unless enforcement of the remaining provisions would be grossly inequitable under the circumstances or would frustrate the primary purpose of the Agreement. A party's delay or failure to enforce or insist on strict compliance with any of the provisions of any Agreement will not constitute a waiver or otherwise modify the Agreement, and a party's waiver of any right related to an Agreement on one occasion will not waive any other right, constitute a continuing waiver, or waive that right on any other occasion.

11. Governing Law; Jurisdiction; Attorneys' Fees. Each Agreement, and all disputes arising out of any Agreement or out of the relationship between BCS and Buyer, will be governed by the laws of the State of Kansas. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE

INTERNATIONAL SALE OF GOODS WILL NOT APPLY. Each party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Kansas in connection with any action arising out of or in connection with any Agreement, and waives any objection that such venue is an inconvenient forum. Buyer will pay all costs, collection agency fees, expenses, and reasonable attorneys' fees (whether incurred prior to or at trial or on appeal) incurred by BCS in connection with the collection of any past due sums.

12. Binding Agreement; Assignment. Each Agreement is binding on BCS and Buyer and their respective successors and assigns; provided, however, that Buyer shall not assign any Agreement, or any of Buyer's rights thereunder, without the prior written consent of BCS. A change of control of Buyer by stock sale, gift, merger, operation of law, by contract, or otherwise, will be deemed an assignment for purposes of this Section 12. If BCS grants its consent to an assignment by Buyer, the consent will not release Buyer from any of its obligations under any Agreement unless such release is stated expressly in BCS's written consent and the assignee agrees in writing to be bound by the Agreement.

13. Entire Agreement; Amendments. Each Agreement constitutes the entire agreement of the parties with respect to the Products subject to such Agreement and supersedes all prior and contemporaneous oral and written agreements, commitments, and understandings with respect to the subject matter thereof. Except for BCS's right to modify these Terms and Conditions (as described in the introductory paragraph, above), no Agreement may be amended except by a written instrument signed by an authorized representative of each party.