

Updated. 04.09.2020

THE WORLD EMBLEM SALES TERMS AND CONDITIONS

Contract. The terms and conditions set forth herein represent all the promises, covenants, agreements, conditions, and understandings between WORLD EMBLEM (“Seller”) and the Purchaser with respect to this sale and purchase and supersede all prior and contemporaneous agreements, understandings, inducements or conditions express or implied, oral or written, relating hereto except as contained in this contract. The terms and conditions set forth herein cannot be modified, amended added to, or otherwise changed unless such modification, amendment, additions or change is reflected in writing signed by both seller and the Purchaser. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this contract. Any terms or conditions specified in the purchase order or any other communications which are in conflict with or in addition to the terms and conditions contained herein shall be superseded by the terms and conditions herein and shall not be binding upon Seller unless expressly accepted in writing by Seller. Seller’s failure to object to terms in any communication from Purchaser will not be a waiver. THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE DEEMED ACCEPTED AND AGREED TO BY PURCHASER IN ANY EVENT UPON ACCEPTANCE OF DELIVERY OF ANY OR ALL MERCHANDISE.

Warranty. Seller warrants that all products manufactured by Seller and sold hereunder are free from defects in materials and workmanship. The liability of Seller and the exclusive remedy of the Purchaser is limited to repair or replacement (at the option of the Seller) of the defective products, provided Seller is given prompt notice of defect, in no event more than thirty (30) days from the date of receipt of shipment by Purchaser.

Purchaser further waives all claims that arise from the application or laundering process. To return a product purchased hereunder in connection with the assertion of a claim under the foregoing warranty, the Purchaser must first obtain a return authorization from Seller and must pay the costs of return transportation. Such transportation costs will be reimbursed to the Purchaser by the Seller only upon Seller’s verification of the validity of the claim.

EXCEPT AS SET FORTH HEREIN, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. EXCEPT AS OTHERWISE PROVIDED IN NO EVENT SHALL THE SELLER BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS

OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FACE MASKS SOLD BY SELLER HAVE NOT BEEN CLEARED FOR MEDICAL USE BY THE U.S. FOOD AND DRUG ADMINISTRATION, AND ARE NOT INTENDED TO BE A SUBSTITUTE FOR MEDICAL GRADE EQUIPMENT. PLEASE CONTINUE TO PRACTICE SOCIAL DISTANCING, WASHING YOUR HANDS AND REFRAINING FROM TOUCHING YOUR FACE. THESE PRODUCTS HAVE NOT BEEN EVALUATED FOR THE PREVENTION OF SPECIFIC DISEASES OR INFECTIONS, THE FILTERING OF SURGICAL SMOKE OR PLUMES, THE FILTERING OF SPECIFIC AMOUNTS OF BACTERIA, OR THE KILLING OR REDUCTION OF THE AMOUNT OF VIRUSES, BACTERIA OR FUNGI. EXCEPT WHERE SPECIFICALLY PROHIBITED BY LAW, NO WARRANTIES OF ANY KIND ARE OFFERED FOR THE FACE MASK, INCLUDING WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

Pricing. The prices set forth herein constitute the effective prices, except as set forth below. Notwithstanding any prior written quotations of prices, oral quotations or prices set forth in any purchase order. Prices are subject to change, at the discretion of Seller, in accordance with prices effective at the time of shipment. High stitch counts, additional colors and special components may alter any posted sale price.

Terms of Payment. Where Seller has extended credit to Purchaser, terms of payment shall be on account from date of invoice. If no credit has been extended by Seller, a valid credit card or cashier's check (if credit card is not permitted) shall be required to hold the entire amount of the order plus applicable taxes and estimated shipping costs. Past due invoices are subject to a monthly service charge at 1.5%. Purchaser agrees to pay all expenses incurred in collecting delinquent accounts, including attorney's fees.

The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time. If the goods are delivered in installments, Purchaser shall pay for each installment in accordance with the terms of payment hereof. Payment shall be made for the goods without regard to whether Purchaser has made or may make any inspection of the goods. If shipments are delayed by Purchaser, payments are due from the date Seller is prepared to make shipments. Goods held for Purchaser are at Purchaser's sole risk and expense.

The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time. If the financial condition of the Purchaser becomes impaired or does not, in the sole judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment agreed upon, Seller may require full or partial payment in advance or shall be entitled to cancel any order that is outstanding and shall receive reimbursement for its reasonable and proper cancellation. In addition to the rights of Seller in the preceding sentence, in the event of the filing of a voluntary or involuntary petition in bankruptcy or under insolvency laws with respect to Purchaser, or if Purchaser makes an assignment for the benefit of creditor or otherwise acknowledges

its inability to make payments of its obligations when due, Seller shall be entitled to cancel any order that is outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. The rights of Seller under this paragraph are cumulative and in addition to all rights available to Seller at law or in equity.

To secure payment by the Purchaser of the amounts due to Seller under this or any other contract between Seller and the Purchaser, the Purchaser hereby grants to Seller a security interest in the goods purchased hereunder. The Purchaser agrees to execute, deliver and file any financing statements, security agreements or other documents, and to do any and all acts, which are requested by Seller to perfect, continue, or evidence such security interest and any other security interests granted to Seller hereunder. Should the Purchaser fail to execute, deliver or title such documents or fail to do such acts promptly upon request by Seller, the Purchaser hereby appoints Seller as the Purchaser's attorney-in-fact to, at the option of the Seller, all acts which Seller may deem necessary to perfect and to continue perfected any security interest created hereby.

Title. All of Seller's products purchased hereunder are shipped DDP to Purchaser's specified point of delivery unless agreed in writing by both buyer and seller. All shipping and insurance charges shall be paid by Seller and shall be added to the invoice for the products shipped.

Transportation. Seller's shall utilize any reasonably appropriate type of transportation. If Purchaser has a shipping account set up with Seller, Purchaser's shipping account may be charged. In the absence of shipping account information, or if the specified type is unavailable or otherwise commercially impractical, Seller shall utilize any reasonable appropriate type of transportation and invoice Purchaser for the shipping and handling costs involved.

Delivery Date. Delivery dates are estimates of the date on which the products will be shipped and are not binding. Failure to deliver on a specified date for any reason whatsoever, whether in Seller's control or not, shall not be cause for cancellation by Purchaser or for the assertion of damages of any kind whatsoever including but not limited to consequential damages against Seller. Seller shall exercise commercially reasonable efforts to notify the Purchaser of any material delay in delivery.

Taxes. Applicable federal, state and local taxes, now or hereafter enacted, in connection with the purchase hereunder will be added to the invoice to be paid by the Purchaser, unless, with respect to taxes due to a particular taxing authority, the Purchaser provides Seller with a valid tax exemption certificate number indicating that the sale of the product is not subject to such taxation.

Substitution and Modifications of Goods. Seller may modify the specifications of goods designed by Seller and substitute goods manufactured to such modified

specifications for those specified herein provided such goods substantially conform to this contract.

Variation in Quantity. Purchaser shall accept delivery of shipments containing amounts of goods exceeding ten percent (10%) of the actual amount ordered. The Purchaser may be charged for this overage.

Product Tolerance; Samples. Purchaser understands and accepts that products may present variations between each other, and any sample provided. It is the responsibility of the Purchaser to order, inspect and approve a sample prior to production. The Purchaser has ten (10) days from the date that a sample is shipped to approve the sample or the production will automatically be released and processed and the Purchaser will be liable for the production costs. If Purchaser places an order for production based solely on artwork without receiving and approving a physical sample, Purchaser will be responsible for all charges, damages and claims. If Purchaser bypasses this process, Purchaser is liable for all production charges and waives the right to damages, replacements or claims. Seller is not liable for any issues with the design once it is applied to the garments or any other item. No sample supplied by Seller is made part of the basis for this contract, and no sample furnished by Seller, other than samples made from goods shipped at the time of shipment, shall form any part of the basis for any claims against Seller hereunder. NO EXPRESS OR IMPLIED WARRANTIES ARE CREATED BY SELLER'S FURNISHING OF SAMPLES.

Material Furnished by Purchaser and Customer Supplied Goods (CSG). If materials are to be furnished by Purchaser to Seller to enable Seller to perform hereunder, Purchaser shall furnish materials of adequate quality and in sufficient amounts to provide for spoilage of 2%. Seller assumes no risk of loss due to fire, flood, theft or otherwise for such materials. Any designs to be added to Material must first be approved by the Purchaser prior to any work being performed. Purchaser shall specify the designs and garments for decoration. Purchaser acknowledges that such designs may affect the delivery date. Seller is not liable for any errors in the information provided by Purchaser. Purchaser is aware that damage may occur in the decoration process. As allowance for damages of 2% to (CSG) will be granted for every order placed, with a maximum per item replacement cost of twenty dollars (\$20) per garment. In no event will the total replacement charges for then current calendar month exceed 5% of the prior month's paid invoices. The Purchaser is liable for all shipping fees of CSG to and from Seller facility unless otherwise specified CSG will not be insured in transit unless the Purchaser specifically requests insurance. Costs of insurance and delivery must be borne by the Purchaser and will be included in the freight charge on the invoice. Seller shall not be liable for claims arising from loss or damage of goods in transit. Seller is not liable for garments delivered to Seller that are damaged on or before receipt. Purchaser agrees CSGs received without orders will be held a maximum of thirty (30) days and then returned at Purchaser's expense or discarded without notice.

Browser Support. We will support the latest major version of each browser listed (Chrome, Internet Explorer, Firefox and Safari) and the version immediately previous to

the latest version. Or, to put it more simply, we support the latest two versions of any major browser. Since some browsers update versions frequently, we will not publish an updated list of discrete versions. This list of browsers is cross-platform and should work on Windows, OS X and Linux (as available).

Governing Laws; Waiver of Trial by Jurisdiction. The validity, interpretation and enforcement of these terms and conditions and the contract related hereto shall be governed by the laws of the State of Florida. To the fullest extent permitted by law, Purchaser hereby: (a) waives trial by jury in any action or proceeding brought in connection with the transaction contemplated hereby; (b) waives any right to immunity from such action or proceeding and waives any immunity or exemption of any property wherever located from garnishment, execution, levy, seizure or attachment prior to or in execution of judgment; (c) submits to the jurisdiction of the state and federal courts in the State of Florida for purposes of any such action or proceeding; (d) agrees that the venue of any such action or proceeding may be laid in Broward County, Florida and waives any claim that the same is an inconvenient forum; and (e) stipulates that service of process in any such action or proceeding shall be properly made if mailed by any form of registered or certified mail (airmail if international), postage prepaid, to the address then registered in Seller's records for Purchaser, and that any process so served shall be effective ten days after mailing. No provision shall limit Seller's right to serve legal process in any other manner permitted by law or to bring any such action or proceeding in any other competent jurisdiction.

Patent Infringement Claims. The Purchaser agrees to promptly notify Seller of the assertion against the Purchaser, in litigation or otherwise, of any claim of patent infringement respecting any of the products purchased hereunder. Seller shall have the right (but not the obligation) to assume control at any litigation arising out of such claims, including the settlement thereof. In the event such notice is given to Seller and the Purchaser provides all necessary cooperation assistance requested by Seller and allows Seller to so conduct the litigation, Seller shall indemnify and hold the Purchaser harmless from and against any such claim relating to any of Seller's standard products. The Purchaser shall indemnify and hold Seller harmless from and against any such claim relating to the use of Seller's products in a system application of the Purchaser, and in any such claim arising out of compliance by Seller with specifications furnished by the Purchaser. In the event claims set forth in the preceding sentence are asserted against Seller, Seller will promptly notify the Purchaser of the assertion thereof and will permit the Purchaser to assume control of the litigation.

Government Contracts. Seller shall use its commercially reasonable efforts to comply with all provisions which are mandatorily imposed on the Purchaser by any applicable federal statute but only in the event the Purchaser informs Seller in writing of all such requirements at the time of entry into the contract.

Waiver. No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. The waiver of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Any waiver shall operate as a waiver only with respect to the specific matter involved and in no way shall extend to any further matter.

Assignment. The provisions of this contract are for the benefit of the parties hereto and not any other person, corporation, firm, organization or any other entity. Any assignment of this contract or any rights hereunder, by the Purchaser without prior written consent of Seller shall be void.

Force Majeure. Seller shall not be liable for any failure to discharge its obligations hereunder due to strikes, differences with workmen, accidents, fires, shutdowns of its manufacturing plant or plants supplying it, orders or requirements of the United States Government embargoes, tariffs, inability to secure transportation facilities or other contingencies beyond the control of Seller, including but not limited to those arising out of or due to National Defense activities, or emergency conditions.

Privacy Policy. <https://www.worldemblem.com/privacy-policy/>

Marketing Materials. The imagery and designs used in this email are intended to demonstrate the effects that can be achieved with our products and not to imply that the designs have been supplied to or endorsed by their owners.

Notice. Any notice given pursuant to this Agreement shall be in writing and sent by certified mail, nationally recognized overnight courier (receipt requested) or email to the party for whom it is intended to 4601 Sheridan St. Hollywood FL 33021. Any notice given pursuant to this Agreement shall be deemed to have been given or made on the date on which the addressee receives the same.