

BELLA+CANVAS®

ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1) **PRICES:** ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE TO CUSTOMER. ALL ORDERS WILL BE BILLED AT THE PRICES PREVAILING AT THE TIME THE ORDER IS PLACED. CUSTOMERS MUST NOTIFY BELLA+CANVAS IN WRITING WITHIN 30 DAYS AFTER RECEIPT OF THE SUBJECT INVOICE OF ANY PRICE DISPUTES. IF CUSTOMER FAILS TO NOTIFY BELLA+CANVAS WITHIN SUCH THAT 30-DAY PERIOD, ANY AND ALL CLAIMS OR CONTROVERSIES BROUGHT BY CUSTOMER AND RELATING TO SUCH PRICE DISPUTE SHALL BE DEEMED TIME BARRED AND WAIVED.
- 2) **ORDERS:** ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY BELLA+CANVAS. BELLA+CANVAS, IN ITS SOLE DISCRETION, SHALL DETERMINE THE CHANNELS OF DISTRIBUTION OF ITS PRODUCTS. BELLA+CANVAS RESERVES ALL OF ITS RIGHT TO REFUSE TO SUPPLY PRODUCT TO CUSTOMERS AND CERTAIN CUSTOMER LOCATIONS. ONLY THOSE CUSTOMER INTERNET SITES AUTHORIZED IN WRITING BY BELLA+CANVAS MAY SELL AND ADVERTISE BELLA+CANVAS PRODUCTS. BELLA+CANVAS ALSO RESERVES ALL RIGHTS TO PROHIBIT BELLA+CANVAS PRODUCTS FROM BEING ADVERTISED AND OR SOLD VIA THE INTERNET. BELLA+CANVAS MAY IMMEDIATELY TERMINATE THE ACCOUNT OF ANY CUSTOMER OR CUSTOMER INTERNET SITE SELLING BELLA+CANVAS PRODUCTS WITHOUT WRITTEN AUTHORIZATION, AND MAY BRING ANY LEGAL OR OTHER ACTION FOR BREACH OF THESE TERMS AND CONDITIONS. ALL SALES OF CLOSE-OUTS, IRREGULARS, SECONDS OR B-GRADE PRODUCTS ARE FINAL AND CANNOT BE RETURNED. ALL BACK ORDERS WILL BE SHIPPED F.O.B. SHIPPING POINT. NO CUSTOMER DEDUCTIONS ARE PERMITTED FOR FREIGHT, PARCEL POST, CHARGES, OR LIKE CHARGES.
- 3) **TERMS OF PAYMENT:** PAYMENT FOR ORDERED GOODS IS DUE AND PAYABLE PURSUANT TO THE TIME PERIOD SPECIFIED IN THE APPLICABLE INVOICE AND THESE TERMS AND CONDITIONS. A SERVICE CHARGE OF 1½ % PER MONTH OR THE MAXIMUM PERMITTED BY LAW WILL BE CHARGED ON ALL PAYMENTS FOR GOODS NOT RECEIVED WITHIN THE NUMBER OF DAYS SPECIFIED ON THE INVOICE. CUSTOMER SHALL BE RESPONSIBLE FOR ALL COSTS, EXPENSES, COLLECTIONS AGENCY COMMISSIONS, AND REASONABLE ATTORNEYS FEES THAT BELLA+CANVAS MAY INCUR IN THE COLLECTION OF ANY PAST DUE INVOICES. BELLA+CANVAS, IN ITS SOLE DISCRETION, MAY TERMINATE CUSTOMER'S ACCOUNT AT ANY TIME SHOULD CUSTOMER BREACH ANY OF THE TERMS AND CONDITIONS CONTAINED HEREIN.
- 4) **RESTRICTIONS ON SALE:** CUSTOMER IS PROHIBITED FROM SELLING BELLA+CANVAS PRODUCTS OTHER THAN THROUGH A BELLA+CANVAS APPROVED CHANNEL OF DISTRIBUTION. VIOLATION OF THIS CONDITION MAY RESULT IN IMMEDIATE TERMINATION OF CUSTOMER'S ACCOUNT.
- 5) **CANCELLATIONS:** ALL REQUESTS TO CANCEL ORDERS MUST BE SUBMITTED IN WRITING TO BELLA+CANVAS MANAGEMENT AT LEAST 45 DAYS BEFORE THE START SHIP DATE AND MUST BE APPROVED BY BELLA+CANVAS IN WRITING. CANCELLATIONS MAY AFFECT VOLUME DISCOUNTS AND MAY BE SUBJECT TO PROCESSING FEES. SPECIAL OR CUSTOM ORDERS OR SPECIAL MAKE UP (COLLECTIVELY, "SMU") PRODUCT ORDERS MAY NOT BE CANCELLED. BELLA+CANVAS WILL NOT ACCEPT RETURNS FOR UNAPPROVED CANCELLATIONS.
- 6) **NO TRANSSHIPPING:** UNAUTHORIZED TRANSSHIPMENT OR RESALE OF ANY BELLA+CANVAS

MERCHANDISE TO ANY PERSON OTHER THAN THE END CONSUMER IS STRICTLY PROHIBITED, MAY RESULT IN THE CANCELLATION OF EXISTING ORDERS, THE TERMINATION OF CUSTOMER'S BUSINESS RELATIONSHIP WITH BELLA+CANVAS, AND/OR LEGAL ACTION FOR, INCLUDING BUT NOT LIMITED TO, BREACH OF THESE TERMS AND CONDITIONS.

- 7) **CLAIMS:** CUSTOMER MUST REPORT ALL MERCHANDISE SHORTAGES, OVERAGES, OR DAMAGES TO THE BELLA+CANVAS CUSTOMER SERVICE DEPARTMENT WITHIN 7 DAYS OF MERCHANDISE RECEIPT. TO REPORT SHORTAGES, OVERAGES, OR DAMAGES, CUSTOMER MUST PROVIDE BELLA+CANVAS WITH AN INVOICE NUMBER OR ORDER NUMBER, AS WELL AS A LIST OF PRODUCTS AT ISSUE, ITEMIZED BY PRODUCT CODE, SIZE AND QUANTITY.
- 8) **INSPECTION BEFORE PRINTING:** CUSTOMER MUST INSPECT ALL MERCHANDISE BEFORE PRINTING. BELLA+CANVAS WILL NOT ACCEPT RETURNS OF ANY PRINTED OR OTHERWISE DECORATED MERCHANDISE, OR ANY WASHED MERCHANDISE UNDER ANY CIRCUMSTANCES.
- 9) **RETURN POLICY:** ALL RETURNS ARE SUBJECT TO RE-STOCKING CHARGES OF NOT LESS THAN 20%, MUST BE REQUESTED WITHIN 7 DAYS OF MERCHANDISE RECEIPT, AND MUST BE PRE-APPROVED IN WRITING BY BELLA+CANVAS CUSTOMER SERVICE. IF APPROVAL IS OBTAINED, CUSTOMER MUST NOTIFY BELLA+CANVAS CUSTOMER SERVICE OF ITS INTENT TO RETURN AUTHORIZED PRODUCT. ALL RETURN REQUESTS MUST BE ACCOMPANIED BY AN ORDER NUMBER OR INVOICE NUMBER, THE RETURN AUTHORIZATION NUMBER (RA #) AND LABEL, BOTH OF WHICH MUST BE ATTACHED TO THE CARTON OR OTHER PACKAGING CONTAINING THE RETURNED PRODUCT. CUSTOMER IS RESPONSIBLE FOR ALL FREIGHT AND SHIPPING CHARGES ON ITEMS RETURNED THAT ARE NOT THE RESULT OF BELLA+CANVAS ERROR. ALL PRODUCTS MUST BE RETURNED IN THE SAME CONDITION IN WHICH RECEIVED. UPON RECEIPT AND INSPECTION OF RETURNED PRODUCT, A CREDIT WILL BE ISSUED IN THE AMOUNT EQUAL TO THE INVOICE PRICE OF SUCH RETURNED PRODUCT, LESS ANY APPLICABLE DISCOUNT. IF NO INVOICE NUMBER IS PROVIDED, BELLA+CANVAS WILL ISSUE CUSTOMER A CREDIT BASED ON THE THEN CURRENT PRODUCT PRICING. NO RETURNS OF SMU PRODUCT WILL BE APPROVED BY BELLA+CANVAS. IN ADDITION, NO RETURNS OF RELABELED, PRINTED, EMBROIDED, DECORATED OR WASHED GARMETS WILL BE APPROVED BY BELLA+CANVAS.
- 10) **DEFECTIVE MERCHANDISE:** ALL DEFECTIVE MERCHANDISE MUST BE REPORTED TO BELLA+CANVAS CUSTOMER SERVICE DEPARTMENT WITHIN 7 DAYS OF MERCHANDISE RECEIPT. DEFECTIVE MERCHANDISE REFUNDS WILL BE HANDLED ON A CASE-BY-CASE BASIS, AT BELLA+CANVAS'S SOLE DISCRETION.
- 11) **PRODUCT WARRANTY:** BELLA+CANVAS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 12) **LIMITATION OF LIABILITY:** IN NO EVENT SHALL BELLA+CANVAS BE LIABLE TO THE CUSTOMER FOR ANY LOSS OF PROFIT, INTERRUPTION OF BUSINESS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING IN CONTRACT (INCLUDING BREACH OF WARRANTY), IN TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF BELLA+CANVAS HAS BEEN NOTIFIED OR OTHERWISE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- 13) **FAIR LABOR STANDARDS ACT:** BELLA+CANVAS HEREBY CERTIFIES THAT THE MERCHANDISE COVERED BY ANY BELLA+CANVAS INVOICE WAS MANUFACTURED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.
- 14) **FORCE MAJEURE:** BELLA+CANVAS SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN DELIVERY OR IN ITS PERFORMANCE UNDER THESE TERMS AND CONDITIONS OR OTHERWISE DUE TO ANY CAUSE BEYOND BELLA+CANVAS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF WAR OR CIVIL INSURRECTION, NATIONAL EMERGENCIES, ACTS OF GOD, FIRE, EXPLOSION, STORM, EARTHQUAKE, FLOOD, EMBARGO, RIOT, SABOTAGE, INDUSTRY-WIDE STRIKES, LOCKOUTS, LABOR DIFFICULTIES, SUPPLIER FAILURES, UNAVAILABILITY OR SHORTAGES OF MATERIALS, OR GOVERNMENTAL ACTS (COLLECTIVELY, "FORCE MAJEURE"). WHERE ANY PRODUCT SCHEDULED FOR DELIVERY BECOMES UNAVAILABLE AS A RESULT OF A FORCE MAJEURE EVENT, BELLA+CANVAS MAY, AT ITS SOLE DISCRETION, SUBSTITUTE SUCH PRODUCT WITH A COMPARABLE PRODUCT.
- 15) **DISPUTE RESOLUTION:** THESE TERMS AND CONDITIONS SHALL BE DEEMED TO HAVE BEEN ENTERED INTO IN THE STATE OF CALIFORNIA AND SHALL IN ALL RESPECTS BE INTERPRETED, ENFORCED AND GOVERNED UNDER THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD APPLY ANY OTHER STATE LAW. ANY DISPUTE OR CONTROVERSY ARISING OUT OF, RELATING TO OR CONCERNING ANY ASPECT OF THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION TO BE HELD BEFORE A NEUTRAL ARBITRATOR IN LOS ANGELES, CALIFORNIA, UNDER THE AUSPICES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR SHALL PERMIT DISCOVERY SUFFICIENT TO ALLOW ANY PARTY TO THE ARBITRATION TO TAKE SUCH DISCOVERY AS IS REASONABLY SUFFICIENT TO ALLOW THAT PARTY TO SECURE THE INFORMATION REASONABLY NECESSARY TO PRESENT THEIR CLAIM. THE ARBITRATOR MAY GRANT INJUNCTIONS OR OTHER RELIEF IN SUCH DISPUTE OR CONTROVERSY. THE DECISION OF THE ARBITRATION SHALL BE FINAL, CONCLUSIVE AND BINDING ON THE PARTIES TO THE ARBITRATION. THE AWARD ISSUED BY THE ARBITRATOR SHALL BE IN WRITING AND SHALL SET FORTH THE ESSENTIAL FINDINGS AND CONCLUSIONS THAT FORM THE BASIS OF THE AWARD. JUDGMENT MAY BE ENTERED ON THE ARBITRATOR'S AWARD IN ANY COURT HAVING JURISDICTION. EXCEPT AS MAY OTHERWISE BE PROVIDED BY LAW, EACH PARTY SHALL PAY AN EQUAL SHARE OF THE FEES AND COSTS CHARGED BY AN ARBITRATOR TO HEAR THE ARBITRATION OF THIS MATTER. EACH PARTY SHALL BE SOLELY RESPONSIBLE FOR PAYMENT OF THEIR RESPECTIVE ATTORNEY'S FEES AND COSTS. THE PARTIES AGREE THAT ALL MATTERS RELATING TO ANY DISPUTE WHICH IS THE SUBJECT OF THE ARBITRATION HEREUNDER, INCLUDING ALL SUBMISSIONS MADE TO THE ARBITRATOR AND THE DECISION OF THE ARBITRATOR, SHALL BE TREATED AS CONFIDENTIAL BY THE PARTIES AND THE PARTIES SHALL CAUSE ANY WITNESSES, COUNSEL OR PROFESSIONAL ADVISERS RETAINED IN CONNECTION WITH SUCH ARBITRATION TO MAINTAIN ALL SUCH MATTERS IN STRICT CONFIDENCE. ALL DISPUTES, CLAIMS OR CONTROVERSIES SUBJECT TO ARBITRATION AS SET FORTH IN THIS SECTION 15 MUST BE SUBMITTED TO ARBITRATION ON AN INDIVIDUAL BASIS AND NOT AS A REPRESENTATIVE, CLASS AND/OR COLLECTIVE ACTION PROCEEDING ON BEHALF OF OTHER INDIVIDUALS. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED IN ARBITRATION WITH OTHER DISPUTES BROUGHT BY THIRD PARTIES, UNLESS AGREED TO BY BELLA+CANVAS. ANY ACTION BY CUSTOMER FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN ONE YEAR FROM THE MERCHANDISE SHIP DATE.

16) **GENERAL:** ALL PURCHASES AND SALES OF BELLA+CANVAS'S PRODUCTS TO CUSTOMER SHALL BE MADE SOLELY ON THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS SHALL BE APPLICABLE IN FULL TO ALL SUCH PURCHASES AND SALES. ALL TERMS AND CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR SIMILAR ORDER FORM FROM CUSTOMER ARE HEREBY REJECTED BY BELLA+CANVAS IN ALL RESPECTS. ANY MODIFICATION, SUPPLEMENT, OR AMENDMENT OF THESE TERMS AND CONDITIONS SHALL BE MADE IN WRITING BY BELLA+CANVAS AUTHORIZED MANAGEMENT REPRESENTATIVE ONLY. ANY TERM OR PROVISION OF THESE TERMS AND CONDITIONS THAT IS INVALID OR UNENFORCEABLE IN ANY SITUATION SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING TERMS AND CONDITIONS OR THE VALIDITY OR ENFORCEABILITY OF THE OFFENDING TERM OR CONDITION IN ANY OTHER SITUATION. ACCEPTANCE OF THESE TERMS AND CONDITIONS SHALL BE CONFIRMED BY ELECTRONIC SIGNATURE COPY BY PDF, JPEG FILE OR COMPARABLE FORMAT OR BY FACSMILIE, AND ANY SUCH ELECTRONIC SIGNATURE COPY SHALL CONSTITUTE AN ORIGINAL FOR ALL PURPOSES. THESE TERMS AND CONDITIONS AND BELLA+CANVAS'S INVOICE CONTAIN THE ENTIRE AGREEMENT BETWEEN BELLA+CANVAS AND CUSTOMER, AND SUPERSEDES ALL PREVIOUS CONTRACTS OR AGREEMENTS BETWEEN BELLA+CANVAS AND CUSTOMER. CUSTOMER AGREES THAT BELLA+CANVAS IS NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED ABOVE.

THE UNDERSIGNED HEREBY AGREES TO ALL OF THE ABOVE TERMS AND CONDITIONS IN ALL RESPECTS (AND, IF THE UNDERSIGNED IS A CORPORATION, LIMITED LIABILITY COMPANY OR ANY OTHER ENTITY, REPRESENTS THAT THE INDIVIDUAL SIGNING ON BEHALF OF UNDERSIGNED IS A DULY AUTHORIZED REPRESENTATIVE OF THE UNDERSIGNED TO SIGN ON BEHALF OF AND TO LEGALLY BIND SUCH ENTITY TO THE ABOVE TERMS AND CONDITIONS).

SIGNATURE

DATE

PRINT NAME

TITLE