

Ordering Terms & Conditions of Sale

Orders for Dallas Print Factory, LLC goods (the "Goods") are subject to the following terms and conditions of sale. These terms and conditions of sale shall govern the sale of Goods from Dallas Print Factory, LLC ("Dallas Print Factory") to you and/or the company you are authorized to represent ("you"). Dallas Print Factory's performance is expressly made conditional upon your agreement to these terms and conditions of sale. Any provisions or conditions of any purchase order or other document, which are inconsistent with or in addition to these terms and conditions are hereby rejected and shall be inapplicable and not binding upon Dallas Print Factory.

Ordering. Dallas Print Factory shall accept your orders in writing, by phone (with follow-up written confirmation) or through electronic means for web-based orders. You may not cancel an order accepted by Dallas Print Factory (i.e., they are non-refundable), except upon the consent of Dallas Print Factory in each instance. You may pay for your first order by credit card or with a company check upon prior credit approval by Dallas Print Factory. Dallas Print Factory shall make commercially reasonable efforts to meet any shipment date stated on the face of any accepted order. However, you understand and agree that shipment of Goods is subject to availability, and DALLAS PRINT FACTORY EXPRESSLY DISCLAIMS LIABILITY FOR ANY FAILURE TO MEET SUCH DELIVERY DATES. Dallas Print Factory shall have the right to deliver Goods at one time or in portions from time to time, and to invoice for those portions delivered. Payment will not be considered final until all freight charges and taxes billed to you have been paid. You may order samples from Dallas Print Factory and receive a full refund if you return them within thirty (30) days and pay for all related shipping charges. Dallas Print Factory may periodically offer free freight promotions and free freight is subject to change.

Payment. You shall purchase Goods in accordance with Dallas Print Factory's price list in effect at the time of the order (less other discounts, if any). Prices are exclusive of all sales or use taxes, tariffs, customs, duties and other governmental charges. You shall pay or reimburse Dallas Print Factory for any and all such charges. Late payment of any amount will be grounds for Dallas Print Factory to discontinue performance under these terms and conditions of sale. Any amounts not paid by the due date will be subject to a finance charge at a rate equal to the lesser of 1.5% per month or the maximum rate allowed by law. However, payment of such finance charge will not excuse or cure a breach or default for late payment. Returned checks will be subject to a \$40.00 per check charge. All freight is F.O.B. point of origin. You remain responsible for all shipping and handling charges including, without limitation, failure by the consignee to pay shipping charges, failure by any third party to pay shipping charges, or an incorrect or invalid shipping account number. Dallas Print Factory accepts American Express, Visa and MasterCard. Dallas Print Factory does not accept third party credit cards.

Pricing. All prices are subject to change without notice. Dallas Print Factory assumes no responsibility and shall incur no liability whatsoever if price change notices are not received. In the event of new federal or state taxes or legislation affecting the costs of products or items, Dallas Print Factory reserves the right to increase prices as it deems appropriate or necessary. Merchandise is subject to change or withdrawal or may be temporarily or permanently out of stock. We assume no liability for delays or failure to deliver due to our inability to obtain supplies.

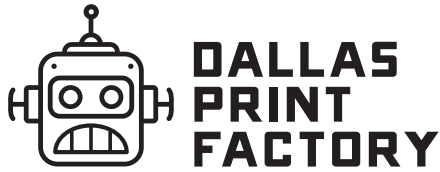
Discounts. Large quantity orders may be eligible for price breaks. Dallas Print Factory will notify you of any minimum order quantities or price breaks.

Backorders. Backorders can only be placed for Goods that are out of stock and have an estimated arrival date from our suppliers. You will not be charged until your backorder ships. All items are priced at the time of fulfillment. Only sale pricing and promotional discounts that are active at the time that the backorder is filled will be applied. Promotional "Promo" codes cannot be applied to backorders. No backorders will be accepted for discontinued or closeout merchandise. Fulfillment of backorders is subject to the availability of Goods. Estimated Times of Arrival ("ETA"s) provided at the time of backorder placement are courtesy estimates only for when Goods are expected to be received by Dallas Print Factory. We assume no liability for delays or failure to deliver due to our inability to obtain supplies.

214.377.0738

1937 E. Levee St., Dallas, TX 75207

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Returns and Cancelled Orders. It is your responsibility to check for discrepancies or defects in an order. Claims for returns for defective Goods must be made in accordance with the warranties in Dallas Print Factory's General Terms & Conditions of Sale. Altered or embellished garments are not returnable, unless authorized by Dallas Print Factory. Authorized returns must be accompanied by a return authorization form or number from Dallas Print Factory. Returns without original corresponding invoice number(s) will be credited at the lowest published price. Cancelled orders or returns of unwanted merchandise must be approved in advance and may be subject to a 20% restocking fee plus applicable shipping charges. Discontinued or close-out items are not returnable. All returns must be prepaid. Please contact Dallas Print Factory Customer Service for a return authorization and shipping address.

General Terms & Conditions of Sale

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Warranties, Disclaimer, Limitations on Liability. Dallas Print Factory warrants only that the Goods shall be free from material defects on the delivery date, provided, you store and handle the delivered Goods in such a manner that meets or exceeds the storage and handling procedures utilized by Dallas Print Factory.

You must provide Dallas Print Factory with written notice of any warranty claims no later than thirty (30) days after receipt of the applicable order of Goods. Failure to provide written notice within such 30-day period shall void Dallas Print Factory's warranties in their entirety. As Dallas Print Factory's sole responsibility and liability, and YOUR ONLY AND EXCLUSIVE REMEDY for any breach or breaches of such warranties, Dallas Print Factory shall, upon written notice from you, either (at Dallas Print Factory's option) replace the defective portion of the Goods, or accept return thereof and refund the price paid by you for the defective portion. Any misuse, improper handling, storage, use, or alteration of the Goods by any third party shall void the forgoing warranty. You shall remain entirely responsible for any shipments by you or your company for purposes of returning defective products or packages hereunder to Dallas Print Factory, and all risk of loss or damage during shipment shall be born by you. Dallas Print Factory will pay (or reimburse you) for reasonable shipping and handling charges limited to valid warranty claims.

You agree and acknowledge that any benefits derived from use or resale of the Goods will depend on factors which vary from business to business and which are not within Dallas Print Factory's control. YOU ARE RESPONSIBLE FOR THE SELECTION OF THE GOODS TO MEET YOUR, YOUR COMPANY'S OR ITS CUSTOMERS' NEEDS, AND DALLAS PRINT FACTORY MAKES NO WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OR SALE OF THE GOODS IN YOUR BUSINESS. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY DALLAS PRINT FACTORY. DALLAS PRINT FACTORY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE AND ANY IMPLIED INDEMNITIES.

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IN NO EVENT WILL DALLAS PRINT FACTORY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR BREACH OF THIS AGREEMENT, OR THE USE OR SALE OF GOODS BY YOU, OR ANY OTHER PARTY, OR FROM THE MANUFACTURE, SALE OR USE OF ANYTHING MADE BASED ON THE GOODS, EVEN IF DALLAS PRINT FACTORY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR INJURIES TO CONSUMERS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF DALLAS PRINT FACTORY. You agree that, regardless of the form of action, whether in contract or tort, including negligence, Dallas Print Factory's liability for damages claimed by you with respect to the Goods shall not exceed fees received by Dallas Print Factory from you for the applicable Goods hereunder. Regardless of the form of action, whether in contract or tort, including negligence, Dallas Print Factory's liability for damages claimed by third parties with respect to the Goods, as between Dallas Print Factory and you shall not exceed fees paid to Dallas Print Factory hereunder. No action, regardless of form, arising under this Agreement (other than an action for non-payment of any purchase prices or other amounts owed by you to Dallas Print Factory), may be brought by either party more than one (1) year after the date of the alleged breach. Dallas Print Factory shall not be liable for any failure to perform under this Agreement where such failure is due to any cause beyond Dallas Print Factory's control.

You hereby release and shall defend and hold Dallas Print Factory and its owners and agents harmless from and against any actual or threatened claims, losses, liabilities (including without limitation any punitive damages and fines), costs and expenses (including without limitation reasonable costs of litigation and attorneys' fees) related to third party actions (a) in which it is determined that Dallas Print Factory is not at fault; and/or (b) arising from or relating to any acts or omissions by you, your company or your customers.

General. Our relationship is one of independent contractors. No agency, employment, partnership or joint venture shall be created by or founded upon this Agreement. You shall not make or assign, or represent to any party, by implication or otherwise, that it may make or assign, any warranty or representation by or for Dallas Print Factory, nor shall you attempt, or represent that it is entitled, to make any commitment, waiver or settlement on behalf of Dallas Print Factory or to pledge the credit of Dallas Print Factory. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to any conflicts of law principles to the contrary. The parties consent to exclusive jurisdiction and venue in the federal courts sitting in Dallas, County, Texas, unless no federal subject matter jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the Superior Courts of Dallas County, Texas. You agree not to object to this jurisdiction and venue, and hereby waive all defenses of lack of personal jurisdiction and forum non-conveniens. Any notice or request hereunder shall be made in writing delivered in person to an authorized officer of the respective party or mailed or transmitted by cable or telecopier, for Dallas Print Factory, to the current contact information on our website at www.dallasprintfactory.com, and, for you, to the address Dallas Print Factory has on file for you in your most recent approved credit application (unless changed by written notice of a different address). Your rights hereunder are personal to you and the company you represent, and may not be assigned or transferred in whole or in part by you, nor may any benefit hereunder inure to any trustee in bankruptcy, receiver, or successor, whether by operation of law or otherwise, without the prior written consent of Dallas Print Factory, and any attempted assignment or transfer without such consent shall constitute a breach hereunder and shall be void. No omission or delay on the part of either party hereto in requiring due and punctual fulfillment of the obligations of the other party shall be deemed to constitute a waiver of any of the rights of the omitting or delaying party unless such rights are waived in the particular instance in a writing delivered to the other party, and no such waiver shall apply to any other instance or obligation. If any provision of this Agreement is held to be invalid or unenforceable to any extent in any context, it shall nevertheless be enforced to the maximum extent allowed by law and the parties' fundamental intentions in that and other contexts, and the remainder of this Agreement shall not be affected thereby.

INITIAL

This page must be signed and returned with the credit application to start the review process.

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