

TERMS AND CONDITIONS

These goods and services being invoiced ("Products") by Tyndale Enterprises, Inc. ("Company") to the purchaser ("Purchaser") are governed by the following terms and conditions ("Terms"):

ACCEPTANCE OF GOODS. Purchaser shall have sixty (60) days from the date of receipt of any Product(s) to notify Company that Purchaser is rejecting such Product(s) based on any defect or lack of compliance with the requirements and specifications in the related Purchase Order, in which case Company, at its sole discretion, shall either 1) replace each defective Product promptly after the return of the defective Product(s), 2) repair such Product(s), or 3) refund the full amount paid by Purchaser for each defective Product upon the return of the defective Product(s). Such notification shall be in writing and shall state the nature of the defect or lack of compliance. Purchaser shall have sixty (60) days to return all or a portion of any non-custom Products for any reason for a full refund, provided that, with respect to any products which are not defective and which comply with the specifications set forth in the related Purchase Order, Purchaser shall pay all expenses and costs relating to the return.

Condition of Products. ANY PRODUCTS RETURNED MUST BE UNWASHED, UNWORN, AND UNALTERED. THE COMPANY WILL NOT ACCEPT RETURNS OF ANY PRODUCTS THAT HAVE BEEN WASHED, WORN, OR ALTERED.

Logo Items. Company will accept the return of logo Products (Products ordered with the logo, insignia, symbol, emblem or similar identifying mark of Purchaser) in accordance with the policy above, provided that Company is able to utilize such logo Products to fill future purchase orders of Purchaser. If Purchaser discontinues or changes any of its logo products, Purchaser agrees to purchase any and all of its logo Products supplied by Company pursuant to any previous purchase order that is in Company's possession.

Custom Products. Custom Products (other than Products which are only customized by the addition of a logo which are defined above) are not returnable unless the custom Products do not conform to the specifications set forth in the purchase order or are otherwise defective.

WARRANTY/REMEDY. Company warrants that the Products shall conform to the specifications and descriptions set forth on the garment tag and the relevant purchase order and be merchantable, new, and fit for the purpose intended as stated in such purchase order.

If the Products provided by Company fail to conform to the warranties set forth above, Company shall, at its sole expense and at Company's option, promptly repair, replace or refund the nonconforming Products.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY PROVIDES NO REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PRODUCTS (OR ANY SERVICES PERFORMED RELATED TO THE PRODUCTS).

Any warranty provided by Company is conditioned upon the following: (a) user adhering to all washing and care instructions provided by Company, (b) the products being used for the Product's intended purpose as stated in the Product label, and (c) the Product not being modified, altered, or repaired by a third party. If Purchaser or the ultimate user fails to follow the requirements of this, then any warranty provided by Company is void.

INDEMNITY. Company shall defend, indemnify and hold harmless Purchaser and its affiliates and their officers, directors, employees, agents, servants, successors and assigns ("Purchaser Representatives") from and against any and all losses, claims, demands and/or liability for damage to property, injury or death of any third party or any other loss or damage incurred by Purchaser Representatives, including all expenses, legal or otherwise, arising out of or connected with the sale of any Products to Purchaser, except to the extent caused by any modification of any Product, the breach of these Terms by Purchaser, the negligence of Purchaser or any Purchaser Representative or use of the Products sold hereunder in violation of law or not for their intended purpose as set forth on the Product label. Without intending to limit the foregoing sentence, any injuries, deaths, damages, losses or liability caused by (a) Purchaser's work procedures, (b) the failure of an officer, employee, contractor, servant or agent of Purchaser to follow Purchaser's work procedures, (c) approval by Purchaser of products in a catalogue provided by Company to the extent Company delivers such product, (d) items purchased from providers or vendors other than Company, (e) the failure of Purchaser to institute, perform, or follow proper arc flash hazard analysis or analogous or similar tests required to determine the appropriate materials or products to be purchased, or (f) failure to adhere to Company's washing and care instructions shall be the sole negligence of Purchaser.

LIABILITY. Liability of Company ceases and risk of loss or damage passes to Purchaser when shipment is tendered to carrier for deliveries F.O.B.Origin, except when Product is delivered in Company's transportation equipment, in which event liability of Company ceases and risk of loss or damage passes to Purchaser when the shipment is tendered to Purchaser.

Neither party hereunder or under any purchase order shall be liable for any indirect, special, punitive, incidental, liquidated, or consequential damages of whatever nature or any lost profits (whether direct or indirect), loss of income, loss of business or contract, loss of anticipated savings, loss of goodwill or loss or corruption of data, howsoever caused.

In no event shall the total and cumulative liability of either party to the other hereunder or under any Purchase Order for any claims or claims hereunder exceed the aggregate amounts paid or payable by Purchaser and its affiliates hereunder or under any Purchase Order.

TERMS. Standard payment terms are net 30 days.