

## Terms and Conditions of Sale ("Terms and Conditions")

**These Terms and Conditions are part of the Custom Sales Agreement ("Agreement") between Customer and CUORE of Switzerland Inc. ("CUORE"). All defined terms used in these Terms and Conditions that are not otherwise defined herein shall have the meaning set forth in the Agreement. Upon acceptance by, these Terms and Conditions shall become a contract to the exclusion of any other terms and conditions inconsistent herewith.**

### 1. Payment Terms

The Payment Terms are specified in a Final Quote. [For example, 50%-50% means that a deposit of 50% of the Total Amount listed on the Final Quote is required upon acceptance of the Agreement. Completed orders will ship upon payment of the 50% balance due.]

**Acceptable Forms of Payment.** CUORE will accept the following forms of payment: Check, Visa, MasterCard, American Express, Discover Card, Wire Transfer, or Direct Debit Cards.

Upon mutual acceptance of the Terms and Conditions, and only upon request, Customers with 50%-50% terms shall provide CUORE with the following information, which will be securely encrypted into CUORE's accounting system: a) Type of Card; b) Credit Card No.; c) Expiration Date; d) Security Code; e) Name on Card; and f) Cardholder's Billing Address Such Customers hereby authorize CUORE to charge its/his/her credit card 50% of the Total Amount listed on the Final Quote as a deposit for custom merchandise, with the balance due upon shipment. For security purposes, do not write/enter this information on the contract.

### 2. Final Quote

All Final Quotes are valid for seven (7) days from the date the quote is issued. The Final Quote will not include taxes. Customer's acceptance of this Agreement represents acceptance of the Final Quote and the goods referred to therein and is deemed Customer's agreement with these Terms and Conditions.

### 3. Pricing

Prices are subject to change and are quoted in U.S. Dollars. Upon CUORE of Switzerland, Inc. acceptance of this Agreement, Customer agrees to the price, product specification, and these Terms and Conditions of Sale. Price differences related to future or past prices published for CUORE of Switzerland, Inc. products are not refundable.

### 4. Final Customer Artwork

Customer understands that this is a custom order produced to the Customer's specifications. There are no refunds or returns. Customer understands that it is its/his/her sole responsibility to scrutinize the artwork for accuracy. By executing this Agreement, Customer understands that it/he/she is accepting the final artwork as accurate and, once the artwork is accepted by Customer, no design or order changes will be accepted, and Customer will be charged in accordance with the Final Quote.

### 5. Taxes

CUORE is required by law to collect the appropriate applicable federal, state, local, county, and city taxes based on the shipment destination specified by the Customer, unless the Customer is tax exempt or will take responsibility for payment of the taxes itself/himself/herself. A Certificate of Sales Tax Status must be completed by Customer with each order submitted. An order will not be accepted and processed until the executed Certificate of Sales Tax Status is tendered to CUORE of Switzerland, Inc. In the event that an order is shipped outside of the United States, Customer will be responsible for the payment of any duties, tariffs, or similar charges imposed.

### 6. Shipping Charges

Shipping dates are approximate. Regular ground shipping charges are included in the price of the product and the product will be shipped via the most economical regular ground shipping method available. In the event that Customer requests that CUORE of Switzerland, Inc. use an expedited method of shipping, Customer agrees to pay for the expedited shipping costs.

### 7. Order Acceptance

This Agreement is subject to acceptance by CUORE. CUORE reserves the right at any time after receipt of this Agreement to accept or decline Customer's custom order for any reason. Verification of information prior to the acceptance of any order may be required. Written acceptance or rejection of Customer's custom order will be provided by CUORE, the date of which, if accepted, shall become the effective date of this Agreement.

### 8. Delivery time, Shipment, Transfer of Risk

Shipment shall only be made against prepayment. 50% of the invoice amount shall be due upon placing the order, the remaining 50% of the invoice amount before delivery. Delivery times and delivery schedules shall only be binding when expressly confirmed by CUORE in writing. Delays in payment may result in a delay of shipment. For the duration of the examination of design approval (so-called "good for print") by the customer the delivery time is interrupted, in fact from the day of dispatch to the customer until the approval has arrived. In case the customer requires further chargeable amendments of the order a new delivery time starting from the date of the new printing approval shall apply. In case of culpable exceeding of a delivery date, a default in delivery shall be given only after a reasonable extension of time. Event of Force Majeure shall entitle CUORE to postpone the delivery for the duration of the hindrance. Equal to Force majeure are strikes, lockouts and any other circumstance, which materially complicate delivery on our part or make it impossible in other ways. Delivery shall be made for the account of and at the risk of the customer, including

carriage-paid shipments. Risk shall be transferred to the customer as soon as the consignment has been handed over to the person or company responsible for carriage. If the customer requests a specific mode of deliver or dispatch route the customer has to cover the extra expenses thereby incurred. The customer shall inspect the delivery immediately after receipt for completeness and proper condition. Should the parcel be damaged the customer shall inform the carrier immediately and have the damage assessed on the spot.

### 9. Cancellations

No cancellations will be permitted on custom sublimation orders. In the event that Customer cancels the custom order, Customer agrees that (i) any amounts paid to CUORE of Switzerland, Inc. for custom sublimation orders will be forfeited and/or (ii) CUORE of Switzerland, Inc. shall be authorized to retain any cancelled goods already produced for its own use or sale.

### 10. Production

An Order will not be placed, and production will not commence, until: (1) the final artwork has been approved by signature of the Customer; (2) a Certificate of Sales Tax Status has been completed and approved by signature of the Customer; (3) all Terms and Conditions of the Agreement have been agreed upon by the Customer and CUORE; and (4) the 50% deposit, if applicable, has been paid.

### 11. Complaints, Material Defects

The customer shall check the correctness of the order confirmation and immediately raise any objections relating thereto. Upon approval, CUORE shall not be liable for any mistakes missed during the proofing. Defects to part of a delivery do not entitle the customer to refuse or return the whole delivery. The customer shall be obliged to inspect the goods immediately upon delivery and to advise CUORE of any defects within the periods stipulated by law. CUORE reserves the right for repair, replacement or diminution of the purchase price. Technical unavoidable tolerance in colors, quality, material, weight, and other models are not cause for complaints on behalf of the customer. Textile print may be subject to small tone fluctuations despite the greatest care - additionally, screen settings may cause slightly different tonal values. These slight deviations shall not be a cause for complaints on the part of the customer.

### 12. Delivery

Delivery is subject to production schedules unless a specific date has been agreed upon in writing. CUORE of Switzerland, Inc. shall not be liable for special, consequential, or exemplary damages because of any delay or failure to make delivery.

### 13. Force Majeure

CUORE of Switzerland, Inc. shall not be responsible for delays in producing, procuring or delivering the custom goods caused by acts of God, fires, war, terrorism, riot or insurrection, strikes or differences with workmen, government interference, inability to secure transportation, weather conditions, or other contingencies out of CUORE of Switzerland, Inc.'s control.

### 14. Production OVERRUNS

Unless otherwise specified, a production overrun of 5 to 10% will be allowed. CUORE of Switzerland, Inc. shall be authorized to retain any production overruns for its own use or sale.

### 15. Returns or Claims

Due to the custom nature of this order, all sales are final and no returns will be accepted unless the merchandise is defective or upon mutual written agreement of the parties. Customer must notify CUORE of Switzerland, Inc. in writing within 48 hours of delivery of any defective merchandise. Customer shall be responsible for the safe packaging and timely return of any defective merchandise. Claims for loss or damage sustained in transit must be made upon the delivering carrier by Customer. It is suggested that the Customer hold all damaged goods and retain all cartons and packing materials for inspection by the delivering carrier.

### 16. Warranty

CUORE of Switzerland, Inc.® products are built to last according your domestic legal definition, and that can variant by country. CUORE of Switzerland, Inc.® products are fully warranted to the original owner against defects in materials and workmanship. If a product fails due to a manufacturing or material defect, we will replace or repair it without charge, at our option. This warranty does not include product failures resulting from accidents, misuse, improper care, or normal wear. This warranty policy supersedes all previous warranty policies. Due to the unique process of sublimation CUORE of Switzerland, Inc. reserves the right to substitute a similar item if necessary. If Customer prefers to send the item to CUORE of Switzerland, Inc., shipping must be prepaid and insured. State law requires that products accepted for warranty must be clean. Please include your name, address phone number, e-mail address and a description of the product defect and ship to: CUORE of Switzerland, Inc. USA, Inc., Attn: Warranty Department, 3121 Longhorn Road Suite A, Boulder CO 80302. Please note that while the sublimation process delivers outstanding color, design and individuality, fading of the garment is normal over extended periods of time. OTHER THAN THE LIMITED WARRANTY SET FORTH ABOVE, CUORE OF SWITZERLAND, INC. SHALL NOT BE LIABLE TO THE CUSTOMER OR TO ANY PERSON WHO PURCHASES FROM THE CUSTOMER OR USES ANY PRODUCTS SUPPLIED BY CUORE OF SWITZERLAND, INC. FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY DELAY, ACT, ERROR, OR OMISSION OF CUORE OF SWITZERLAND, INC. THE

LIMITED WARRANTY SET FORTH ABOVE IS IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUORE of Switzerland, Inc. Logos. The CUORE OF SWITZERLAND, INC.® logo and trademarks will appear prominently on all products, generally in the locations specified within the design templates, though we will work in accommodating customer's designs where possible. Customer is not authorized to use any CUORE of Switzerland, Inc. trademarks, except on the products ordered by Customer. No right, title, or interest in such trademarks is transferred to Customer by this Agreement. Customer acknowledges CUORE of Switzerland, Inc.'s ownership of and rights in such trademarks.

### 17. Ownership

All artwork shall become and remain the sole property of CUORE, and CUORE reserves the right to resell all uniform designs. Customer hereby grants to CUORE an exclusive, royalty-free right to sell the Products to third-parties for resale or retail, including the right to use the Customer's Intellectual Property in the Products for: (a) the term of this Agreement and eighteen (18) months thereafter; or (b) until CUORE sells its inventory of the Products on hand at the time of termination, whichever is longer.

### 18. Right to Use Trademarks

Customer represents and warrants to CUORE that it has it/he/she has the right to use, copy and distribute each trademark, trade name, logo, statement, graphic, artwork, name, photograph, portrait, picture, image or illusion of any person or any other intellectual property (collectively, the "Customer Intellectual Property") in the way it is to be printed or sublimated to materials ordered by the Customer from CUORE. Customer is solely responsible for obtaining proper permissions and licenses, except as may be permitted by copyright law, from third parties whose rights may be violated or infringed upon by the use of any material protected by trademark, service mark, copyright or other proprietary rights (the "Material").

Customer warrants and covenants that, in obtaining the Material and submitting it to CUORE for reproduction, it/he/she has not violated the intellectual property rights of a third party. In connection with the Materials and Products ordered by Customer from CUORE, Customer agrees not to use [or submit to CUORE] any logo or other graphic Material in a manner that would infringe upon a third-party's ownership rights in any copyright, trademark, service mark or other proprietary mark, intellectual property or Material. Customer also agrees not to use any logo or trademark in a vulgar, libelous, disparaging or otherwise unlawful manner. CUORE assumes no responsibility for damages or any wrongdoing that the Customer may cause by using [or submitting to CUORE] a logo, trademark or copyrighted item in connection with the Materials ordered by Customer. Customer agrees to indemnify, defend, and hold harmless CUORE and its owners, officers, employees, representatives and agents from any suit, demand, claim, loss, liability, damage or expense made, asserted or filed against CUORE due to the alleged breach of these warranties and covenants or the unauthorized, improper, or illegal use of any logo, trademark, copyright or other intellectual property that is printed on, sublimated or otherwise applied to Products ordered or purchased by Customer from CUORE, and Customer also agrees to pay any judgments or settlement offer resulting from any suit, demand, or claim, along with any attorneys' fees and all associated costs incurred by CUORE in defending against any such suit, demand, or claim.

### 19. Customer Information Policy

CUORE of Switzerland, Inc. uses the most advanced and highest level of security available to protect personal information of Customers. The information collected from Customer will be held with the utmost care and security. Customer information is stored in our database and is used purely to carry out instructions and action on payment towards the products being purchased. Customer information will not be used outside of CUORE of Switzerland, Inc. without notification and permission.

### 20. Repeat Orders

Original production materials will be held on file for twelve months unless otherwise required by the Customer. After 12 months, original production materials will be disposed of without further notice to the Customer. Repeat orders will be accepted on a minimum quantity basis of 25 pieces unless otherwise agreed in writing.

### 21. Attorneys' Fees

If any legal action is necessary to enforce the terms and conditions of the Agreement, the prevailing party in such action shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred in connection with such action.

### 22. Governing Law and Jurisdiction

The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado. Each party further waives any objection to the venue of any such action, suit or proceeding in such courts (whether on the basis of an inconvenient forum or otherwise).

### 23. Entire Agreement and Amendment

The Agreement (including all of its constituent documents) constitutes the entire agreement and understanding between the parties with respect to the subject matter specified herein and all prior or contemporaneous oral and all prior written documents with respect to the subject matter hereof are hereby superseded. This Agreement may not be changed or modified except in a writing manually signed by a duly authorized representative of each party. No failure of either party to enforce any provisions hereof shall constitute a waiver by that party of its right subsequently to enforce the same or any other provision hereof. No waiver of any provision of this Agreement shall be effective unless in a writing manually signed by the party claimed to have waived such provision.