

PURCHASE ORDER

A&H Sportswear, Inc.
610 Uhler Rd.
Easton, PA 18040 USA
610-759-9550
Roxanne@swimusa.com
Roxanne R.

PO #: 11016094
Order Date: 02/20/24
Season: SEASON 2024

VENDOR	SHIP-TO	SHIP VIA	TERMS	WRITER
VERAT VERATEX INC. 160 MADISON AVENUE NEW YORK,NY 10016	WFAB PIECE GOODS WAREHOUSE A&H SPORTSWEAR CO., INC. 240 SOUTH GREEN STREET NAZARETH,PA 18064	LANDSTAR EXPRESS	30 DAYS	Roxanne R.

Comments: PLEASE SEND 100 YARD ROLLS

Due Date	Style	Color	Mill Color	Label	Size	Total Qty	Price	UOM	Total Amount
03/01/24	V-189 POLY STABLIZED LINING		917105 10 BLACK 917105		NOSIZ	1,000.000	1.55000	YD	1,550.00
Total Qty. / Amount						1000			1,550.00

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TERMS AND CONDITIONS

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1. **ACCEPTANCE** - Seller's acknowledgment or commencement of performance of this order ("Order") shall be deemed to be an acceptance of this Order upon all of the terms and conditions contained and incorporated by reference herein. Any additional or different terms or conditions in any Seller's quotation, acknowledgment, invoice or other communication to Buyer, whether or not such terms materially alter this Order, shall be deemed objected to by Buyer without need or further notice of objection and shall be no effect not in any circumstance binding upon Buyer unless expressly accepted by Buyer in writing.

2. **TIME IS OF THE ESSENCE / TIMING OF DELIVERY OF GOODS AND PERFORMANCE OF SERVICES** - All dates for delivery of goods and performance of services are firm and time is of the essence. Seller shall immediately notify Buyer of any cause which may delay such delivery or performance. If it reasonably appears that Seller will fail to deliver the goods or perform services by any required date, Buyer may without liability cancel all or part of this Order.

3. **SHIPPING CHARGES** - If the goods are ordered F.O.B. point of shipment, the reasonable shipping charges to the Destination shall be prepaid by Seller and shown separately on Seller's invoice. Regardless of the F.O.B. point, Seller shall be responsible for dealing with all carriers regarding shipping instructions and lost or damaged goods.

4. **INSPECTION AND TESTING** - Buyer may inspect or test, at all reasonable times and places, any goods and services pertaining to this Order. The exercise of, or failure to exercise, this right shall not relieve Seller of its obligation to furnish all goods and services in strict conformance with this Order. If, prior to acceptance by Buyer, any of the goods or services are found not to be in strict conformance with this Order, Buyer shall have the right to reject the same and at no additional cost to Buyer require that such goods be repaired or replaced promptly with satisfactory goods at Seller's risk and expense (including transportation charges).

5. **TITLE AND RISK OF LOSS** - Title to and risk of loss of goods purchased hereunder shall pass to Buyer upon delivery at the Destination and acceptance by Buyer.

6. **WARRANTY** - Seller warrants that all goods furnished hereunder will be in full conformity with the requirements of this Order, that all goods are free from any defects in design, materials, workmanship and title; that all services shall be performed by qualified personnel promptly and with diligence to Buyer's reasonable satisfaction. Such goods and services will also be subject to all statutory and express or implied warranties. This warranty shall survive inspection, acceptance, and payment.

7. **INVOICES AND PAYMENTS** - Seller shall render invoices promptly after delivery of goods or performance of services. The payment date and cash discount period, if any, shall be calculated from the date of Buyer's receipt of an acceptable invoice or from the date of Buyer's acceptance of goods and/or services and supporting documentation, whichever last occurs.

8. **RECORDS AND AUDITS** - Seller shall maintain accurate and complete records specifically related to this Order in accordance with generally accepted accounting principles and practices. To the extent that such records may be relevant in determining whether Seller is complying with its obligations hereunder, Buyer may audit such records.

9. **TAXES** - The prices stated on this Order include all taxes of whatever kind applicable to this Order. Seller shall pay and hold Buyer harmless against any penalty, interest, additional tax, or other charges that may be levied or assessed as a result of the delay or failure of Seller, for any reason to pay any tax or file any return or information required to be paid or filed by

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Seller.

10. COMPLIANCE WITH LAWS - Seller shall comply with all applicable federal, state and local laws, regulations and codes in the performance of this Order.

11 . INFRINGEMENTS - Seller, at its expense, shall indemnify and defend or settle any action brought against Buyer to the extent it is based on a claim that any goods or services infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected proprietary right. Seller shall pay all costs, fees (including attorney's fees) and damages finally awarded against Buyer in any such action which are attributable to any such claim of the settlement thereof.

12. INDEPENDENT CONTRACTOR - All persons furnished by Seller hereunder shall be deemed solely Seller's employees or agents, and Seller shall be responsible for compliance with all applicable laws involving employment of labor, including compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other similar matters. Seller shall be solely responsible for Seller's own acts and those of Seller's employees, agents and contractors during the performance of Sellers obligations hereunder.

13. LIENS PROHIBITED - All goods and service furnished hereunder shall be performed free from any claims, liens or encumbrances, and before making payment to Seller, Buyer may require satisfactory proof that all parties furnishing labor and material for the goods and services have been paid.

14. INDEMNITY - Seller shall defend and indemnify Buyer, its employees and agents from and against any claims, demands or liability (including any related losses, costs, expense, and attorneys' fees) arising out of or resulting from any injury (including death) to persons or damage to property caused directly or indirectly, by the goods or services provided hereunder or by the negligent acts or omissions of Seller or persons furnished by Seller in the performance of this order, except to the extent that such claims, demands or liability arise from the negligence or willful misconduct of Buyer.

15. INSURANCE - If seller (including Seller's employees, agents or contractors) enters upon Buyer's premises in the performance of this Order or performs services for Buyer at a location (other than Seller's premises) designated by Buyer, Seller shall maintain (1) worker's compensation insurance as required by applicable law; (2) comprehensive general liability insurance for personal injury and property damage; and (3) if motor vehicles are used in the performance of this Order, comprehensive motor vehicle liability insurance for personal injury and property damage covering the use and maintenance of owned and non-owned vehicles. The Insurance described in (2) and (3) above shall provide reasonable coverage limits and contractual liability coverage with respect to the liability assumed by Seller herein. Seller shall provide buyer with satisfactory proof of such Insurance upon request.

16. CONFIDENTIALITY / PROPRIETARY INFORMATION - Any and all information regarding this Order and/or regarding the items made in connection with this Order constitutes Buyer's confidential and proprietary information. Except with Buyer's prior written consent or as required by this Order, Seller shall not use, reproduce, publish or communicate to third parties any such confidential and/or proprietary information (including but not limited to any specifications). Upon completion, cancellation or termination of this Order, Seller shall promptly return to Buyer all materials incorporating such confidential and/or proprietary information.

17. ASSIGNMENT - Any assignment by Seller, in whole or part, of any interest hereunder without Buyer's written consent (except an assignment solely of monies due or to become due) shall be void. Any such assignment of monies shall be void to the extent that it attempts to preclude buyer from dealing solely and directly with Seller in all matters pertaining hereto, including the negotiation of amendments or settlements of amounts due.

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18. ACCESS - Each party shall, at no charge, permit the other reasonable access to its premises in connection with the performance of this Order. Employees and representatives of each party shall, while on the other's premises, comply with all reasonable site rules and regulations.

19. USE OF BUYER'S VEHICLES - Seller (including Seller's employees, agents and contractors) shall not operate or be a passenger in any vehicle of buyer except with the express consent of Buyer, which may be given only for the sole purpose of performing Seller's obligations under this Order. Any such person operating such vehicle shall have an appropriate, valid vehicle license and Seller shall have insurance as required hereunder.

20. BUYER'S PATENTS AND INTELLECTUAL PROPERTY - No licenses, express or implied, under any patents and/or any other intellectual property rights are granted hereunder by Buyer to Seller.

21 . ADVERTISING - Seller shall not publish or use, without Buyer's prior written consent, Buyer's name or language from which Buyer's name may be reasonably inferred or implied in any advertising promotion and other publicity matter related directly or indirectly to this Order.

22. DISPUTE RESOLUTION - Any controversy or claims arising out of or relating to this Order shall be submitted for binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The venue for any such arbitration shall be Northampton County, Pennsylvania.

23. GOVERNING LAW - This Order shall be construed in accordance with the laws of the State of Pennsylvania, without regard to its conflict of laws principles.