

Veratex, Inc.
P.O. Box 682
New York, NY 10108-0682
Phone: 1-212-683-9300
Fax: 1-212-889-5573

ORDER ACKNOWLEDGEMENT

Order#: 17944

Date: 07/17/2018

Bill To
A & H SPORTSWEAR CO., INC.
ACCOUNTS PAYABLE, 2ND FL.
610 UHLER ROAD
EASTONGYL, PA 18040

Ship To
A & H SPORTSWEAR
110 COMMERCE WAY
STOCKERTOWN, PA 18083

Salesman HSE Terms NET 30 FOB MILL NC

Ordered By Ship Via
ROXXANE LANDSTAR COLLECT

Style	Width	Description
V189	50"	POLYESTER TRICOT

Yards	Color	Price	Order Date	Requested Ship Date	Cust's Ref#
1000 LIN	BLACK	917105 1.250	07/17/2018	AT ONCE	11012667
1000 LIN	<----Total Quantity Ordered		1250.00	<--Total \$ Value	

Yds/Roll: 275 Tube Size: 2" Finish: MEDIUM

PURCHASE ORDER

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

PO #: 11012667

Order Date: 07/16/18

Season: SEASON 2019

VENDOR	SHIP-TO				SHIP VIA	TERMS	WRITER		
Due Date	Style	Color	Mill Color	Label	Size	Total Qty	Price	UOM	Total Amount
07/27/18	V-189 POLY STABLIZED LINING		917105 10 BLACK 917105	NOSIZ		1,000.000	1.25000	YD	1,250.00
Total Qty. / Amount						1000			1,250.00

PURCHASE ORDER

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

PO #: 11012667
Order Date: 07/16/18
Season: SEASON 2019

TERMS AND CONDITIONS

TERMS & CONDITIONS

1. ACCEPTANCE - Seller's acknowledgment or commencement of performance of this 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 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 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