

The "Customer" or "You"	Spreadshirt Bulk or "Spreadshirt"
Name:	Spreadshirt, Inc.
Address:	1572 Roseytown Road Greensburg, PA 15601-4140
Address:	Tel: 855-885-6064 Fax: 877-202-0251 bulk@spreadshirt.com

Signature

For Customer, or You

Signature

For Spreadshirt

Date of Signature

Date of Signature

General Terms and Conditions for orders placed with Spreadshirt Bulk

§ 1 General

Spreadshirt, Inc.'s Bulk department, hereinafter called "Spreadshirt", is the contractual party for customer orders placed with Spreadshirt.

All deliveries by Spreadshirt to the customer are governed by the following general terms and conditions. These underlie all offers and agreements between Spreadshirt and the customer and are considered as accepted for the duration of the entire ongoing business relationship.

§ 2 Creation of Contract

(1) The "offers" contained on the Spreadshirt website are non-binding invitations to the customer to order from Spreadshirt.

The customer must place orders placed using a template prepared by Spreadshirt (see paragraph (3)). The provision in § 4 of these general terms and conditions only applies to orders in accordance with paragraph (3).

(2) Omitted.

(3) a) The customer may make a textile printing request to Spreadshirt on the Spreadshirt website via a web form or by other means (e.g. fax, email, phone). The type and color of the desired product, quantity, printing text, design, desired delivery time and customer data must be included in the request. This request is informational and does not constitute a legally binding offer to Spreadshirt. Spreadshirt uses this textile printing request to create one or more non-binding order templates and sends them to the customer.

b) The customer makes a binding offer to purchase goods by confirming in writing the information on the order template(s) (Spreadshirt's contact and address information is at <http://www.spreadshirt.com/bulk-inquiry-form->

[request-C6918](#)). The preview of the product designs and products on the order templates shall not be binding for either party and are provided only for clarification. A mutually binding and final product and design arrangement is created only after completing the design finalization and proof sheets process described in §§ 4 and 5. The customer's offer remains binding even though the design finalization and proof sheets process may not yet be complete. Spreadshirt sends the customer an immediate order confirmation after receiving the customer's binding offer. This order confirmation does not constitute acceptance of the offer, but instead shall only inform the customer that his/her order was received by Spreadshirt.

c) The customer's offer is accepted and a contract is created only when Spreadshirt declares its acceptance to the customer within 14 days of receipt. Spreadshirt may accept the offer at the same time as the order confirmation if expressly stated by Spreadshirt. The customer cannot view order details online beyond this point.

d) Spreadshirt is entitled to withdraw from the contract if the print design supplied by the customer after the creation of the contract does not match the content and design description that the customer provided in the order template.

(4) Spreadshirt is entitled to withdraw from the contract if it becomes aware or has reasonable suspicion that third party rights or laws may be violated by the customer's provided material, including designs and text (see § 12).

(5) Contract creation is also conditioned upon timely and complete delivery on the part of Spreadshirt's suppliers. This condition does not apply to short-term disruption of deliveries, or if Spreadshirt is responsible for the non-delivery (for example, if Spreadshirt unreasonably fails to secure cover). Spreadshirt will inform the customer immediately of any unavailability of service. If the customer has already paid, s/he will be refunded.

§ 3 Graphics Delivery / Processing

(1) The customer must submit to Spreadshirt appropriate, print-ready graphics according to the applicable type of processing requested by the customer. If Spreadshirt becomes aware that the requested products are not printable due to the type of graphics provided by the customer, Spreadshirt shall notify the customer immediately. In addition, the customer is solely responsible for the print graphics sent by him/her.

(2) Spreadshirt shall not edit or otherwise process print graphics provided by the customer except according to a separate agreement with the customer.

(3) The customer has no right to object to the printing methods and templates (e.g. films, screens), print designs, or computer printing programs that Spreadshirt uses for fulfilling the contract, provided no contrary agreement has been made.

§ 4 Design Finalization

(1) Designs are finalized for a given order when

a) the customer has provided all print templates, printable graphics (vectors), and high-resolution pixel graphics (min. 300 dpi resolution, in the original print size) and no further editing or processing thereof is required under § 3 para. 1 and 2,

b) the customer has specified the colors to be printed in Pantone values / HKS, or the customer has otherwise confirmed colors presented on proof sheets (see § 5) and

c) the ordered textile products have been precisely defined (order quantity, sizes, colors), to the extent this information is missing from the contract offer already submitted by the customer in accordance with § 2 para. 3.

(2) Spreadshirt shall inform the customer when designs are finalized.

§ 5 Proof Sheets and Pre-Production Samples

(1) Prior to the start of production, the customer shall receive a production mockup (listing all designs, sizes, and colors to be made) ("proof sheet") from Spreadshirt. The customer may opt to inspect a pre-production sample for any order type except for a screen-printed item. If the customer does not request a pre-production sample, and the customer is later unsatisfied with the order for reasons other than defects, Spreadshirt retains full discretion of whether to provide a refund, reproduce the order, or do nothing.

(2) The proof sheet or pre-production sample must be checked thoroughly by the customer. If the customer is satisfied with the proof sheet or pre-production sample, s/he shall notify Spreadshirt and thereby approve printing of the order. Otherwise, the customer shall present a proposed amendment.

(3) After the approved proof sheet or notice that a pre-production sample is satisfactory is sent to Spreadshirt, a binding product design has been established by the customer. Subsequent change requests shall not be considered, and no refunds will be granted after this point except in Spreadshirt's sole discretion. According to the approved proof sheet or pre-production sample, Spreadshirt shall immediately begin production of the ordered items.

(4) If the customer requests a change after approving a proof sheet or pre-production sample, then any reimbursement of costs is reduced by Spreadshirt's incurred costs up until that point.

§ 6 Samples

(1) The customer may order samples at regular product prices. The terms of this agreement apply to all such orders.

§ 7 Delivery / Shipping

(1) Spreadshirt's services are performed in Spreadshirt's offices in Greensburg, PA. By entering a delivery address as part of the order information, the customer requests the order to be delivered to that address. Spreadshirt is only responsible for ensuring that the ordered products are handed over properly and punctually to the shipper, freight carrier, person, or institute otherwise responsible for carrying out the shipment, at which point risk of loss passes to the buyer. Spreadshirt is not liable for delays caused solely by third party shipment companies (e.g., UPS) and will not refund any shipping and production costs (express or otherwise) in such a case.

Delivery is available within the United States as well as other countries, which can be seen at <http://www.spreadshirt.com/-C1328/categoryId/277/articleId/542>. The customer bears the shipping costs, which vary based on the order value, the delivery destination, and the type of shipment. The customer shall be informed of the amount of the shipping costs in due time during the ordering process. Spreadshirt has sole discretion to determine the type of shipment and shipping service.

(2) Delivery is made within approximately 12-15 days after the order is finalized (§ 4) and the proof sheet has been confirmed by the customer (§ 5); for express shipments, the delivery time is about 7 business days. Business days are Monday through Friday, not including holidays in the United States or in the states of Massachusetts, Pennsylvania, or Nevada. Specific delivery dates are only binding if they are expressly confirmed by Spreadshirt.

(3) Spreadshirt is only entitled to make partial shipments if

- a) the customer has allowed partial shipment as part of the order,
- b) the shipment of the remaining ordered goods is ensured, and
- c) partial shipment does not add substantial additional costs or create substantial additional work for the customer.

(4) If the customer gives Spreadshirt an account number for shipping, or requests pickup from Spreadshirt's facility, then the customer assumes full and sole responsibility for all products from the time they are made available for pick-up, and Spreadshirt is not responsible for any damage or loss to these products after that time. If the customer fails to pick up goods which have been ready for 14 days or more, Spreadshirt may, in its sole discretion, ship the products at the customer's expense to the customer's billing address on record, and Spreadshirt is not responsible for any loss or insurance of the goods.

(5) For delivery destinations outside the United States, the customer is responsible for paying any applicable taxes, duties, or fees associated with export/import compliance and applicable law in the country of destination. The customer is also responsible for arranging for customs compliance generally for orders shipped outside of the United States, including, for example, contacting and paying brokers.

§ 8 Payment

(1) Production does not begin until the customer makes payment in full. The customer may choose to pay by direct debit, credit card, PayPal, purchase order (paid net 30), or other payment methods which later become available. Third party payment is not allowed. The customer must be the same person as the payor, or else the customer must provide written authorization from the payor that the customer may act on the payor's behalf. Spreadshirt reserves the right to limit the payment methods a customer may choose from depending on order value, shipment location, the selected ordering process, or for any other reason.

(2) If the customer's selected method of payment is impossible (for example, withdrawal from the customer's account is denied due to lack of funds, or because incorrect information was provided) despite Spreadshirt's reasonable efforts to process payment, the customer shall refund any resulting additional fees or costs to Spreadshirt or authorized third parties acting on Spreadshirt's behalf.

(3) Spreadshirt is entitled to use the services of reliable third parties in processing the payment:

a) If the customer defaults on payment, Spreadshirt may assign its claims to a debt collection agency and transfer the personal data necessary to process payments to these third parties.

b) In the event that a third party is involved in payment processing, payment in relation to Spreadshirt is only considered made if the amount has been provided to the third party without any limitation, so that the third party can fully dispose of the payment in its sole discretion.

(4) The customer is only granted offset or right of retention to the extent that a given claim is undisputed. In addition, the customer may only exercise right of retention if the customer's retention claim is based on the same order from which the retained goods originate. The previous sentences do not affect the customer's rights in the case of defective goods.

(5) Spreadshirt will send notices to the customer if payment is not received by the due date. Spreadshirt expressly reserves the right to assert further claims as a result of non-payment, and the customer agrees to reimburse Spreadshirt for its reasonable costs of collection, including attorney's fees (if applicable).

§ 9 Retention of Security Interest

(1) a) The delivered goods (secured goods) are subject to a security interest in favor of Spreadshirt until full payment has been made of all present and future claims Spreadshirt has as against the customer arising out of the ongoing business relationship as well as any claims relating to outstanding balances on accounts. If the customer is in breach of contract - especially if s/he defaults on payment of a claim for payment - Spreadshirt has the right to seek enforcement of its security interest in the secured goods. If Spreadshirt takes back the secured goods, this is deemed a withdrawal from the contract. The costs incurred for return shipping costs are borne by the customer. Spreadshirt may utilize revoked secured goods. The revenue generated from any revoked goods shall be deducted from the amounts charged that the customer owes Spreadshirt after Spreadshirt has deducted a reasonable amount for the cost of the recovery.

b) The customer may use the secured goods and sell them in the ordinary course of business as long as s/he is not in default of payment. However, the customer may not pledge or assign the secured goods as security.

c) Until full payment is made:

(i) The customer assigns in full and by way of security all payment claims it has against his/her own purchasers relating to the customer's sale of the secured goods as well as any claims the customer has relating to the secured goods as against his/her purchaser or other third parties, regardless of the legal basis for those claims (for example, tort and insurance claims) and including all accounts receivable in any current account. Spreadshirt accepts this assignment.

(ii) The customer may collect such assigned claims to Spreadshirt on his/her account in his/her own name for Spreadshirt as long as Spreadshirt does not revoke this authorization. Spreadshirt's right to collect these claims itself is not affected; however Spreadshirt shall not assert these claims itself and the direct debit authorization will not be withdrawn as long as the customer meets his/her payment obligations. However, if the customer is in breach of contract - in particular if the customer defaults on payment - Spreadshirt may require the customer that s/he notifies Spreadshirt of the assigned claims and the respective debtors, informs the respective debtors of the assignment, and submits to Spreadshirt all related documents and information that Spreadshirt requires to assert the assigned claims itself. The customer also may not assign these claims in order to have them collected by way of factoring unless the customer irrevocably obliges the factor to make all resulting payments directly to Spreadshirt for as long as Spreadshirt still has any claims against the customer.

(d) Any processing or transformation of secured goods by the customer is always undertaken for Spreadshirt. If the secured goods are processed with other items that do not belong to Spreadshirt, Spreadshirt acquires joint ownership of the new item proportional to the value of the secured goods (final invoice amount including VAT) as it relates to the value of the added items at the time of processing. The same applies to the new item ultimately created by such processing.

If the goods are inseparably connected or mixed with other items not belonging to Spreadshirt, Spreadshirt acquires joint ownership of the new item proportional to the value of the goods (final invoice amount including VAT) to the other connected or mixed items at the time of joining or mixing. If the goods are connected or mixed in such a way that the customer's item must be regarded as the main item, the customer and Spreadshirt agree that the customer transfers proportional joint ownership of this item to Spreadshirt. Spreadshirt accepts this transfer. The customer shall keep safe for Spreadshirt the resulting sole ownership or joint ownership of an item.

(e) If the customer requests it, Spreadshirt shall release its securities to the extent that their realizable value exceeds the value of Spreadshirt's outstanding claims against the customer by more than 10%. Spreadshirt may select the securities to be released.

(3) The customer must handle the secured goods carefully and sufficiently insure them against fire, water, and theft at replacement value.

(4) In the case of seizure of secured goods by third parties or other third-party interventions, the customer must inform these third parties of Spreadshirt's ownership and immediately notify Spreadshirt in writing. If the third party is unable to reimburse Spreadshirt for judicial and extra-judicial costs arising from this seizure, the customer shall be liable for these amounts.

§ 10 Warranty

(1) Specifications, drawings, illustrations, technical data, weights, measurements, and descriptions contained in brochures, catalogues, newsletters, ads, or price lists are for informational purposes only. With regard to the nature and scope of a given delivery, only information contained in the order confirmation is determinative.

(2) After the customer receives the order, the customer has 7 days to report any defects or other complaints to Spreadshirt. A "defect" consists of a hole or imperfection of the manufacture of the item, an uneven or incorrectly placed design, or a discrepancy between an approved sample and a final product. If Spreadshirt finds that the customer has altered items in any way, Spreadshirt will not accept any returns. If Spreadshirt caused the defect, Spreadshirt will gladly reproduce or refund the defective items. The customer must return all defective items to Spreadshirt before the reproduction or refund process can begin.

(3) If the customer feels that the final product does not meet the standard set by the customer's sample, Spreadshirt asks that the customer return all items that the customer is dissatisfied with along with a description of the problem. Upon receipt of the items, Spreadshirt will inspect all items, review the description of the problem, and determine if the complaint is valid and what steps to take. Note that if Spreadshirt reproduces some returned items, Spreadshirt cannot guarantee that the replacement items will arrive in time to meet the deadline of the customer's initial receipt date.

(4) The limitation period of warranty claims for the goods provided is one year from the date of delivery.

§ 11 Limitation of Liability

(1) The customer uses Spreadshirt's site and service at his/her own risk. Spreadshirt provides its site and service without any express or implied warranties. Spreadshirt is not responsible for the actions, content, information, or data of third parties. The customer hereby agrees to hold harmless and release Spreadshirt, its directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with this agreement and the ongoing business relationship described in this agreement.

(2) Spreadshirt is not liable to the customer for any lost profits or other consequential, special, indirect, or incidental damages arising out of or relating to this agreement and the ongoing business relationship between the customer and Spreadshirt, even if advised of the possibility of such damages. Spreadshirt's aggregate liability may not exceed the lesser of \$1,000 or the amount of cash actually exchanged between the customer and Spreadshirt within the past six months. Applicable law may not allow the limitation or exclusion of liability de-

scribed in this Section. In such cases, Spreadshirt's liability will be limited to the fullest extent permitted by applicable law.

§ 12 Print Designs, Indemnity

(1) "Provided material" as used below includes all information, designs, including print designs and, if applicable, writing fonts or other materials that the customer provides and/or releases to Spreadshirt in connection with the order (in cases where Spreadshirt makes material adjustments or changes to provided material at the customer's request).

(2) The customer guarantees Spreadshirt and Spreadshirt affiliates, legal representatives, employees and agents, that the provided material does not infringe applicable legal provisions (in particular criminal laws and regulations to protect minors) or third party rights (including copyrights, publicity or personality rights, trademark rights, and similar intellectual property rights). The customer shall inform Spreadshirt immediately if a third party claims rights to the provided material.

(3) If the provided material violates any laws or third party rights, the customer must indemnify Spreadshirt, its affiliates, legal representatives, employees and agents for all damages relating to or arising out of the violation. The customer must also indemnify and hold harmless Spreadshirt, its affiliates, legal representatives, employees and agents against all lawsuits, proceedings, claims, damages, costs or other expenses relating to or arising from the fact that a third party has asserted any violation of its rights against the indemnified persons listed above.

§ 13 Technical and Creative Deviations

Spreadshirt expressly reserves the right to deviate from the descriptions and information in brochures, catalogues and other written and electronic documents with respect to material, color, weight, measurements, design or other features to the extent these deviation are customary in the trade and reasonable for the customer. Reasonable cause for change may result from deviations customary in the trade and from technical production processes.

§ 14 Disclaimers

(1) Spreadshirt provides its website (the "site and service") the site and service on an "as is" and "as available" basis. Spreadshirt does not represent or warrant that the site and service or its use: (i) will be uninterrupted, timely, safe, or secure, (ii) will be free of inaccuracies, errors, or vulnerabilities, (iii) will meet the customer's expectations or requirements, or (iv) will operate in the configuration or with the hardware or software the customer uses. Spreadshirt hereby disclaims any and all express or implied warranties, including without limitation, warranties of fitness for a particular purpose, merchantability, and non-infringement to the fullest extent of the law, except to the extent that this agreement provides otherwise.

(2) The customer agrees that Spreadshirt has no responsibility for any damages suffered by the customer in connection with the site and service, and that use of the site and service, including all content, data or software distributed by, downloaded, or accessed from or through the site and service, is at the customer's sole risk. The customer understands and agrees that the customer will be solely responsible for any damage to the customer's business or the customer's computer system or any loss of data that results from the customer's actions and the customer's use of the site and service. Spreadshirt does not control or endorse in any respect any information, products, or services offered by third parties through the site and service, and is not responsible for any possible representations and warranties these third parties may make.

§ 15 Miscellaneous

(1) Entire Agreement. This agreement contains the entire agreement between the parties and replaces all prior oral and written agreements. No oral modifications, express or implied, may change the terms of this agreement. The parties have not relied on any representations or promises relating to the subject matter of this agreement except those contained within the four corners of this agreement. If the customer proposes or counteroffers with conflicting or deviating conditions, these are expressly rejected and are only binding if Spreadshirt has accepted them in writing. The ordinary Terms & Conditions of Spreadshirt, Inc. (found at <http://www.spreadshirt.com/terms-and-conditions-for-customers-C2377>) do not apply to this agreement.

(2) Relationship of Parties. This agreement and other agreements relating to the ongoing business relationship between the customer and Spreadshirt do not constitute a joint venture, partnership, agency, employment or

fiduciary relationship between the parties. Neither party nor its agents have any authority to bind the other party, and the relationship of the parties is that of buyer and seller, or independent contractors in certain circumstances.

(3) Successors, Assignment, and Delegation. This agreement inures to the benefit of and binds the successors, assigns, heirs, executors and administrators of the parties. However, the customer may not assign or delegate any right or duty under this agreement without written consent from Spreadshirt. Any attempt to do so is null and void. If there is an involuntary assignment, then Spreadshirt may reasonably request documentation from the customer's successors or estate to prove that an involuntary assignment of the customer's rights under this agreement has actually taken place.

(4) Means of Notice. Written notices and other communications described herein may be made electronically and are effective when sent or published. The customer guarantees that the information provided in the customer's orders is accurate and hereby waives all rights or objections relating to not having received notices from Spreadshirt because of incorrect or incomplete information.

(5) Enforceability and Severability. If any provision of this agreement is held invalid or unenforceable, the remainder of this agreement will remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it will remain in full force and effect in all other circumstances.

(6) Waivers. Waivers are only effective when in writing. If Spreadshirt waives enforcement of a breach of any term of this agreement, later breaches of the same or other terms are not waived. Accepting late performance of any act or late fulfillment of any condition of this agreement is not a waiver of the act or condition itself.

(7) Interpretation Rules. "Or" when used in a group of phrases or nouns intends to include any combination of all or any of the items in the group, and not merely one member or the other of such a group. When "includes" or "including" begins a list of items, the list is not exclusive. All headings used in this agreement are for convenience only, and are not to be taken into account when interpreting the meaning of any term of this agreement.

(8) Conflicts. If there are any conflicts between this agreement and another agreement between the customer and Spreadshirt, then the terms of that other agreement will control only to the extent they are inconsistent. Otherwise, any additional terms are supplementary to the terms of this agreement.

(9) Reservation. Spreadshirt reserves all rights not expressly granted in this agreement.

(10) No Third-Party Beneficiaries. This agreement does not and is not intended to confer any rights or remedies upon any person(s) other than the parties.

(11) Jurisdiction Selection. If a dispute arises out of this agreement, the parties agree to personal jurisdiction and venue in the state courts of Massachusetts, Suffolk County.

(12) Governing Law. The formation, construction, and performance of this agreement must be construed in accordance with the laws of Massachusetts without regard to its choice of law rules.

(13) Force Majeure. A party's breach of this agreement is excused if it was caused by fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). If a Force Majeure Event occurs, the affected party must:

- a) notify the other party of the Force Majeure Event and its effect on performance under this agreement as soon as possible; and
- b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations,

or else the affected party may not be excused from its breach.