Life is Good Wholesale, Inc.

Keep it Simple Custom Printing Services
Terms and Conditions

THESE TERMS AND CONDITIONS (the "Terms") GOVERN ALL CUSTOM PRINTING SERVICES PROVIDED BY LIFE IS GOOD WHOLESALE, INC., THROUGH ITS KEEP IT SIMPLE PRINTING DIVISION ("KIS"), TO THE PURCHASER IDENTIFIED IN THE APPLICABLE ORDER. BY PLACING AN ORDER, PURCHASER AGREES TO BE BOUND BY THESE TERMS. IF PURCHASER DOES NOT AGREE, IT SHOULD NOT PLACE AN ORDER. KIS HEREBY REJECTS ANY INCONSISTENT, ADDITIONAL, OR DIFFERENT TERMS PROPOSED BY PURCHASER.

1. Definitions.

"Purchaser" means the business entity that places an order for Custom Printing Services with KIS.

"Custom Printing Services" means screen printing, digital printing, embroidery, heat transfer, and related decoration services performed by KIS on Goods sourced and supplied by KIS.

"Goods" means the apparel and related items sourced by KIS and decorated pursuant to a Purchaser order.

"Artwork" means any design, graphic, logo, trademark, image, text, or other content submitted by Purchaser for printing or decoration.

"Order Confirmation" means KIS's written confirmation that it has accepted a Purchaser order.

"Bulk Fulfillment" means a fulfillment model under which completed Goods are shipped in bulk to Purchaser's designated address.

"Drop-Ship Fulfillment" means a fulfillment model under which KIS ships completed Goods individually to end consumers identified by Purchaser, on Purchaser's behalf.

2. Orders and Acceptance. All orders are subject to written acceptance by KIS. An order is not binding on KIS until KIS issues an Order Confirmation. A functional acknowledgment or automated response does not constitute acceptance. KIS reserves the right to decline any order for any reason. Each Order Confirmation will specify: (a) the Goods and quantities ordered; (b) the Artwork to be applied; (c) the fulfillment model (Bulk Fulfillment or Drop-Ship Fulfillment); (d) the estimated production and ship timeline; and (e) the applicable pricing. Orders may not be modified or cancelled after KIS issues an Order Confirmation, except as provided in Section 7 below. Once production has commenced, no modification or cancellation is permitted under any circumstances.

3. Goods and Sourcing. Unless separately agreed to in writing, KIS is the exclusive source of all Goods used in Custom Printing Services. KIS will select Goods from its then-current inventory based on the specifications in the Order Confirmation. KIS reserves the right to substitute comparable Goods if a specified style, color, or size becomes unavailable, provided that KIS will notify Purchaser of any material substitution prior to production where practicable. If Purchaser does not accept a proposed substitution, Purchaser may cancel the affected portion of the order without penalty, provided such cancellation is communicated in writing before production commences. All Goods sourced by KIS remain the property of KIS until payment in full is received. KIS retains a security interest in all Goods and the proceeds thereof until such time, and Purchaser agrees to execute any documents necessary to perfect such interest.

4. Artwork.

Submission Requirements. Purchaser is solely responsible for submitting Artwork in print-ready format meeting KIS's then-current technical specifications (available upon request). KIS reserves the right to reject Artwork that does not meet specifications or that KIS, in its sole discretion, deems inappropriate, offensive, or legally problematic.

Proofs and Approval. KIS will provide Purchaser with a digital proof prior to production. Purchaser must review and approve the proof in writing within five (5) business days of delivery. If Purchaser does not respond within that period, KIS may, at its option, deem the proof approved or place the order on hold. Production will not commence until written approval is received.

Purchaser is solely responsible for errors, omissions, or inaccuracies in approved proofs, including misspellings, color selections, and placement.

Intellectual Property. Purchaser represents and warrants that: (a) it owns or has obtained all necessary rights, licenses, and consents to use and authorize KIS to reproduce the Artwork; (b) the Artwork does not infringe any third party's intellectual property rights; and (c) the reproduction, distribution, or sale of Goods bearing the Artwork does not violate any applicable law or regulation. Purchaser shall indemnify, defend, and hold harmless KIS from and against any claim, loss, damage, or expense (including attorneys' fees) arising from KIS's reproduction of Purchaser-supplied Artwork.

KIS Intellectual Property. Nothing in these Terms grants Purchaser any license to use KIS's or LIG's trademarks, trade dress, or other intellectual property except as expressly set forth in a separate written license agreement.

5. Pricing and Payment.

Pricing. Prices for Custom Printing Services are set forth in the then-current Price List unless otherwise stated by KIS in writing. All pricing is subject to change without notice prior to Order Confirmation. No employee or representative of KIS other than an authorized officer may alter quoted prices or payment terms.

Payment Terms. Unless otherwise stated in the Order Confirmation, payment is due net thirty (30) days from the invoice date. KIS reserves the right to require payment in advance for new accounts or accounts with a history of late payment.

Late Payment. A service charge of 1½% per month (18% per annum) will be applied to all past due balances, plus all costs of collection including attorneys' fees. KIS may withhold production or shipment of pending orders if Purchaser has any past due balance.

Disputes. The amount reflected in a KIS invoice will be deemed accepted and binding unless Purchaser notifies KIS in writing of a specific dispute within fifteen (15) days of the invoice date. Purchaser may not withhold payment of undisputed amounts pending resolution of a dispute.

Cash in Advance. If KIS, in its sole discretion, is at any time unsatisfied with Purchaser's financial responsibility, or determines it requires further assurance that Purchaser will pay for outstanding or future orders, KIS shall be entitled to require Purchaser to pay for its orders on a cash-in-advance basis as a condition of production and fulfillment.

No Setoff. Purchaser shall not set off or deduct from amounts due to KIS any amounts alleged to be owed by KIS to Purchaser. KIS shall have the right to set off amounts due from Purchaser against any amounts owed by KIS to Purchaser.

6. Taxes.

Bulk Fulfillment. Prices quoted by KIS do not include sales, use, excise, or similar taxes. Purchaser is responsible for all applicable taxes, which will be added to the invoice if KIS is required to collect them.

Drop-Ship Fulfillment. Purchaser is solely responsible for its own tax compliance. With respect to Purchaser's resale of Goods or KIS's Drop-Ship Fulfillment, Purchaser represents and warrants (i) that it is fully compliant with all tax collection and reporting requirements, both federally and in all relevant states; and (ii) that it has, and upon request can provide, a properly completed Multijurisdictional Uniform Sales & Use Tax Certificate and/or state-issued resale certificates covering all relevant states. In the absence of the documentation required by part (ii) above, Purchaser represents and warrants that, upon diligent inquiry, it has concluded that, given its volume of sales into various states and other relevant nexus factors, tax registration is not required. In any case, Purchaser shall indemnify, defend, and hold harmless LIG and KIS and their officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including unpaid taxes, penalties, interest, audit costs and reasonable attorneys' fees) arising out of or relating to tax liability for Drop-Ship Fulfilment and/or Purchaser's non-compliance with this section.

7. Changes and Cancellations. Change requests must be submitted in writing before an Order Confirmation is issued. After Order Confirmation and before production commences, KIS will consider change requests in its sole discretion; additional charges may apply. Once production has commenced, no changes or cancellations are permitted. If KIS agrees to a cancellation after Order Confirmation but before production commences, Purchaser shall reimburse KIS for all costs incurred to that point, including procurement, setup, and artwork preparation costs, plus a cancellation fee of 15% of the order value. Orders cancelled during or after production will be billed in full.

8. Production Tolerances and Quality.

Color. KIS will use commercially reasonable efforts to match Artwork colors. However, exact color replication cannot be guaranteed due to variations in printing processes, ink formulations, and substrate materials. Minor color variations that fall within industry-standard tolerances do not constitute defects.

Quantity Tolerances. Due to production processes, actual quantities delivered may vary by up to 5% above or below the ordered quantity. Purchaser will be billed for actual quantities shipped. KIS will make reasonable efforts to minimize variances but cannot guarantee

exact quantities. Quantities within the 5% tolerance do not constitute a shortage or overshipment.

Placement. Placement of Artwork on Goods will conform to the approved proof within standard industry tolerances. Variations within this tolerance are not defects.

9. Fulfillment.

Bulk Fulfillment. Under Bulk Fulfillment, KIS will ship completed Goods to Purchaser's designated address. All Goods are shipped F.O.B. KIS's facility. Title and risk of loss transfer to Purchaser upon delivery to the carrier. Purchaser is responsible for all freight charges unless otherwise agreed in writing.

Drop-Ship Fulfillment. Under Drop-Ship Fulfillment, KIS will ship individual units directly to end consumers identified by Purchaser. The following terms apply to Drop-Ship Fulfillment:

(a) Consumer Relationship. Purchaser is the seller of record and is solely responsible for all aspects of the consumer relationship, including order taking, pricing, payment collection, customer service, returns, refunds, and compliance with applicable consumer protection, privacy, and e-commerce laws. KIS is acting solely as a production and fulfillment service provider and has no direct relationship with end consumers.

(b) Order Data. Purchaser is responsible for providing accurate and complete consumer shipping information. KIS is not responsible for delivery failures, delays, or misdirected shipments resulting from inaccurate or incomplete information provided by Purchaser or Purchaser's consumers.

(c) Risk of Loss. Title and risk of loss for drop-shipped Goods transfer to Purchaser upon delivery to the carrier. Purchaser assumes all responsibility for Goods once tendered to the carrier, including lost or damaged shipments.

(d) Consumer Returns. KIS will accept returns directly from consumers pursuant to its standard policies and practices. If Purchaser needs to return Goods received back from consumers, such returns are subject to Section 10 of these Terms.

(e) Branding. Unless otherwise agreed in writing, KIS will ship drop-ship orders without KIS branding on the outer packaging. Packing slips and return addresses will be configured as agreed in the Order Confirmation.

(f) Minimums and Lead Times. Drop-Ship Fulfillment orders are subject to minimum order quantities and lead times as specified in KIS's then-current pricing schedule. KIS reserves the right to batch drop-ship orders for production efficiency.

10. Returns and Claims. Custom printed Goods are produced to Purchaser's specifications and are not eligible for return except in the case of a documented defect in KIS's workmanship or a material deviation from the approved proof.

Defect Claims. Claims for defective Goods must be submitted in writing to KIS within seven (7) days of Purchaser's receipt of the shipment and must include: (a) order number; (b) description of the alleged defect; (c) quantity affected; and (d) photographic evidence. Claims not submitted within this period are waived.

Return Authorization. No Goods may be returned without a Return Authorization Number issued by KIS. Returns sent without authorization will be refused and returned to Purchaser at Purchaser's expense.

Remedy. KIS's sole obligation with respect to accepted defect claims is, at KIS's option: (a) reprinting the defective units; or (b) credit equal to the invoice value of the defective units. KIS shall be the sole judge of whether a defect exists and whether it falls within acceptable tolerances. Quantity variances within the tolerances described in Section 8 do not constitute defects and are not eligible for return or credit.

11. Delivery. All production and delivery timelines communicated by KIS are estimates only. KIS will use commercially reasonable efforts to meet agreed timelines but does not guarantee delivery by any particular date. KIS assumes no liability, consequential or otherwise, for delays in production or delivery. KIS reserves the right to make partial shipments, which will be invoiced as shipped. Delivery of a partial order does not obligate KIS to make further deliveries at the same price. KIS is under no obligation to insure shipments. If Purchaser requests insurance, it will be arranged at Purchaser's expense and at Purchaser's specified valuation.

12. Limited Warranty.

KIS warrants that Custom Printing Services will be performed in a workmanlike manner and that Goods, at the time of shipment, will materially conform to the approved proof, subject to the tolerances described in Section 8. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. Purchaser's sole and exclusive remedy for breach of the foregoing warranty is as set forth in Section 10. This warranty does not cover: (a) defects caused by Purchaser-approved artwork or specifications; (b) normal wear and care; (c) damage caused after delivery; or (d) variations within stated production tolerances.

13. Limitation of Liability.

IN NO EVENT WILL LIG OR KIS BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA,

BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ORDER, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF LIG AND KIS ARISING OUT OF OR RELATED TO ANY ORDER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY PURCHASER TO KIS FOR THE SPECIFIC ORDER GIVING RISE TO THE CLAIM. THIS LIMITATION APPLIES TO ALL CLAIMS IN THE AGGREGATE, NOT PER INCIDENT.

14. Indemnification. Purchaser shall indemnify, defend, and hold harmless KIS and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to:

(a) any claim that Artwork provided by Purchaser infringes or misappropriates any third party's intellectual property rights;
(b) any claim that Goods bearing Purchaser-supplied Artwork violate any applicable law or regulation;
(c) Purchaser's breach of any representation, warranty, or obligation under these Terms;
(d) Purchaser's relationship with end consumers, including any consumer claims arising from Drop-Ship Fulfillment orders; or
(e) Purchaser's use, marketing, sale, or distribution of Goods after delivery.

15. Confidentiality.

Purchaser acknowledges that pricing, production processes, and other information provided by KIS in connection with Custom Printing Services are confidential. Purchaser agrees not to disclose such information to any third party without KIS's prior written consent, and to use such information only in connection with its business relationship with KIS.

16. Force Majeure.

KIS's obligations are suspended to the extent and for the duration that performance is prevented or materially delayed by events beyond KIS's reasonable control, including without limitation fire, flood, natural disaster, pandemic, supply chain disruption, material shortages, labor disputes, or governmental action. KIS will notify Purchaser promptly of any such event. If the delay exceeds sixty (60) days, either party may cancel the affected order without liability, provided KIS will refund any amounts paid for work not yet performed.

17. General.

Governing Law. These Terms are governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles. The state and federal courts located in Massachusetts shall have exclusive jurisdiction over any dispute arising under or related to these Terms, and each party consents to personal jurisdiction therein. Both parties waive any right to a jury trial.

Assignment. Purchaser may not assign these Terms or any order without KIS's prior written consent. KIS may assign these Terms to a parent, subsidiary, or affiliate, or in connection with a merger, acquisition, or sale of all or substantially all of its business.

Notice. Notices under these Terms must be in writing and delivered by email (with confirmation of receipt), overnight courier, or certified mail to the addresses set forth in the applicable Order Confirmation.

These Terms and Conditions are subject to change by Life is Good Wholesale, Inc. without prior notice. The version in effect at the time of Order Confirmation governs the applicable order.