

## TERMS AND CONDITIONS

1. Acceptance. These terms and conditions ("Terms and Conditions") and the attached purchase order together constitute the "Order." Seller's acknowledgment of the Terms and Conditions, without timely, express written objection, or Seller's shipment or performance of any part of this Order constitutes an acceptance of the offer of the entity listed as buyer or purchaser on the face of the Order ("Buyer") to purchase the goods or services described on the face hereof (the "Goods") and an agreement to all Terms and Conditions set forth or referenced herein and on the face of this Order and on attachments hereto, and such Terms and Conditions shall constitute the entire agreement between Seller and Buyer. This Order constitutes an offer by Buyer and expressly limits acceptance to the Terms and Conditions stated herein. Any proposal for additional or different terms or any attempt by Seller to vary, in any degree, any of the terms of this offer in Seller's acceptance shall not operate as a rejection of this offer unless variance is in the description, quantity, price or delivery schedule of the Goods, but shall be deemed a material alteration hereof, and this offer shall be deemed accepted by the Seller without said additional or different terms. If this Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to acceptance of the express terms contained on the face of the purchase order and in these Terms and Conditions. Any additional or different terms on the documents reflecting the Seller's prior offer are hereby objected to and shall be deemed material.
2. Price/Invoices and Payment Terms. The prices of the Goods delivered, and work performed shall be as specified in the Order. The Order will specify whether items listed therein are taxable, and Seller shall invoice Buyer accordingly. All invoices must include at minimum, the Order number, line on the Order to be invoiced, quantity shipped and verify received along with unit price as stated on the Order. If Seller's price or the regular market price of any of the Goods covered hereunder is lower than the price stated in this Order on the date of shipment of such Goods, Seller agrees to give Buyer the benefit of such lower price on any such Goods. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in this Order. The cash discount period available to Buyer shall commence on the date of the receipt of the Goods or of the invoice, whichever is later. Invoices should be delivered to Buyer at the address set forth in the Order or at such other address expressly designated by Buyer in writing.
3. Delivery. Time is of the essence. Unless otherwise expressly specified in the Order, all deliveries of Goods shall be made F.O.B. destination, Freight Collect. Deliveries are to be made both in the quantities and at the times specified herein. If delivery of the Goods is not completed by the date promised, Buyer reserves the rights provided in the Uniform Commercial Code (the "UCC") and other applicable law. Deliveries in greater or lesser quantity than ordered may be returned at Seller's expense unless written authorization is issued by Buyer.
4. Title and Risk of Loss. Seller warrants that it has good and clear title, free from any security interest, lien, or other encumbrance to all Goods to be delivered to Buyer. Title shall pass to the Buyer upon delivery of the goods at the designated delivery point specified on the Order. Risk of loss or damage to the Goods shall pass to Buyer in accordance with Section 3 above unless expressly stated otherwise in the Order, and subject to Buyer's right to reject non-conforming Goods in accordance with these Terms and Conditions. Notwithstanding the foregoing, risk of loss of any non-conforming Goods or deliveries shall remain with Seller unless and until Buyer finally accepts such Goods or the delivery thereof.
5. Inspection. Payment for goods hereunder does not constitute acceptance. Final inspection of Goods delivered shall be made at Buyer's premises unless otherwise specified in writing signed by both parties. Buyer shall either accept or reject the Goods or work within the later of (a) sixty (60) days after any due date expressly specified in the Order or (b) sixty (60) days after receiving such Goods or work. Any nonconformity in any Goods or work shall be deemed to substantially impair the value of these Terms and Conditions to Buyer and shall entitle Buyer to reject such Goods or work or to revoke its acceptance thereof. At Buyer's option, Buyer may return non-conforming Goods or work to Seller, F.O.B. Buyer, Freight Collect, or Buyer may modify or adapt non-conforming Goods or work to render it acceptable. If Buyer elects to return such non-conforming Goods or work, Seller shall issue a return authorization number for all non-conforming Goods or work within 24 hours after Buyer's request therefor, and such non-conforming Goods or work shall be the property of the Seller. If Buyer elects to modify or adapt non-conforming Goods or work, Buyer may offset all cost incurred in performing any such modifications and adaptations against any and all amounts otherwise due to Seller or, at Buyer's option, may bill Seller directly for such costs.
6. Warranty. Seller warrants that all Goods and services covered by this Order shall conform to the applicable drawings, specifications, samples, and other descriptions upon which this Order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. Inspection, test, acceptance or use of the Goods furnished hereunder shall not affect Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance, and use. This warranty shall run to Buyer, its successors, assigns, customers, and the users of its products. Seller agrees to promptly replace or correct defects of any Goods not conforming to the foregoing warranty, without expense to Buyer, when notified of such nonconformity by Buyer. In the event of failure by Seller to correct defects in or replace nonconforming Goods promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such Goods and charge Seller for the cost incurred by Buyer thereby.
7. Intellectual Property Indemnity. Seller agrees, at its own expense, to indemnify, defend and save Buyer harmless from all liability, loss, or expense, including costs of settlement and attorney's fees resulting from any claim that Buyer's use, possession, or sale of the Goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
8. Buyer's Property. Tangible or intangible property of any nature furnished directly or indirectly to Seller by Buyer or specifically paid for in whole or in part by Buyer, and any replacements or attachments thereto, are and shall remain the property of Buyer and, unless otherwise agreed in writing by Buyer, will be used by Seller solely to render services or provide goods to Purchaser. Seller will not substitute any property or take any action inconsistent with Buyer's ownership of such property. While in Seller's custody or control such property will be held at Seller's risk, will be kept insured by Seller at its expense for at least the replacement cost thereof with loss payable to Buyer or Buyer's designee, and will be subject to timely removal at Buyer's written request, in which event Seller will prepare such property for shipment and re-delivery to Buyer or Buyer's designee in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.
9. Assignment and Delegation. Seller may not assign, pledge, or in any manner encumber Seller's rights under this Order or delegate the performance of any of its obligations hereunder, without Buyer's prior, express written consent.
10. Changes. Buyer may at any time, by written notice, make changes, within the general scope of this Order, in the specifications, designs, drawings, quantity ordered, methods of shipment, packaging or place or time of delivery. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this Order shall be modified in writing accordingly. Any claim by Seller for an adjustment must be made in writing within thirty (30) days of the receipt of any such notice. Nothing contained herein shall relieve the Seller from proceeding without delay to perform this Order as changed.
11. Termination. In addition to its other rights hereunder, Buyer reserves the right to cancel this Order or any part thereof if Seller breaches any of the provisions of this Order. Buyer shall have the further right to terminate this Order, in whole or in part, at any time, for its convenience upon written notice to the Seller, in which event the Seller shall be entitled to reasonable termination charges. If the parties cannot agree within a reasonable time upon the amount of fair compensation to the Seller for such termination, (a) Buyer will pay the contract price for all Goods completed in accordance with this Order prior to the date of termination and not previously paid for unless said Goods are part of Seller's standard commercial products, and (b) Buyer will pay a fair and proper proportion of the contract price for Goods in process and for all materials acquired for the purpose of fulfilling this Order which Seller is unable to cancel, return or otherwise use in Seller's operations. Should Buyer so desire, cancellation charges shall be subject to Buyer's audit. Within ten (10) business days after receiving notice of any Order termination by Buyer, Seller shall advise Buyer in writing of any termination or cancellations charges it desires to impose as a direct result of such termination. Any request by Seller for cancellation charges shall be deemed waived if not asserted within ten (10) business days after Buyer's termination notice contemplated hereunder.
12. Indemnification. In the event Seller, its employees, agents, subcontractors and/or lower-tier subcontractors enter premises occupied by or under the control of Buyer in the performance of this Order, Seller agrees that it will indemnify and hold harmless Buyer, its officers and employees from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
13. Compliance; Indemnification. Seller warrants, and it is a condition of this Order, that (a) Seller has reviewed Buyer's Vendor Code of Conduct in hard copy format or online at <https://www.elevatetextiles.com/suppliers> and acknowledges and agrees to comply with the provisions and requirements contained therein, including without limitation any certification requirements thereunder, and (b) all Goods and services called for herein will be produced, manufactured, performed and delivered in accordance with all applicable federal, state and local laws, regulations, rules and executive orders as from time to time amended, including, but not limited to OSHA; environmental regulations, licenses or permits; the Walsh-Healy Act of 1936, as amended; the Fair Labor Standards Act of 1938, as amended; Sections 274A and Section 274B of the Immigration and Nationality Act; and the Employer Responsibilities under the Memorandum of Understanding with the

Department of Homeland Security (DHS) required for enrollment in E-Verify. Buyer is an Equal Opportunity/Affirmative Action/Disabled/Protected Veteran Employer. As such, Seller shall not, in performing the work required by this Order, unlawfully discriminate against any applicant for employment or employee because of race, color, sex, sexual orientation, gender identity, religion, national origin, age, disability or veteran status. In addition, the provisions and requirements of the following are hereby incorporated by reference, if and to the extent applicable under law: Equal Opportunity / Affirmative Action Clause prescribed by E.O. 11246 and 11375, as amended (41 CFR Chapter 60); Affirmative Action Clause prescribed by the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (41 CFR Chapter 60); Affirmative Action Clause prescribed by Section 503 of the Rehabilitation Act of 1973, as amended (41 CFR Chapter 60); Minority Business Enterprises Clause requirements of E.O. 11625 (41 CFR Part 1); the Union Dues Clause prescribed by E.O. 13201 (29 CFR Part 470), the Employee Notice Clause prescribed by E.O. 13496 (29 CFR Part 471, Appendix A to Subpart A); and the Lilly Ledbetter Fair Pay Act of 2009. **In addition to the above, if applicable, Seller specifically agrees to abide by the requirements of 41 C.F.R. §60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Similarly, if applicable, Seller shall abide by the requirements of 41 C.F.R. §60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.** Until received by Buyer, all products are Seller's sole responsibility including, but not limited to, the responsibility for proper, lawful handling or shipment of such products, or of any by-product or waste stream resulting therefrom. Seller shall indemnify, defend and hold harmless Buyer, its officers, directors, employees, and agents from any and all claims, demands, expenses, fines, levies, penalties, investigations, suits, actions or liabilities, whether employment, immigration or environmentally related or of any other nature whatsoever, including reasonable attorney's fees, costs and expenses arising from claims related to Seller's alleged negligent performance or omission of any specified, required or requested services for or on behalf of Buyer or failure to comply with applicable laws and regulations outlined in this Order.

14. **Verification of Work Authorization.** Seller warrants that every individual providing services under this Order is legally authorized to work in the United States and authorized to provide services to Seller. Seller further warrants that Seller has verified the identity and work authorization of each such individual or, as applicable, required each subcontractor to verify the identity and work authorization of each such individual by proper completion of an I-9 employment eligibility verification form, and that the information provided on the I-9 form has been confirmed by the E-Verify system maintained by the Department of Homeland Security (DHS) if required by state or federal law and/or if Seller or its subcontractors have enrolled in E-Verify. Seller further warrants that, in the case of workers who are aliens with limited work authorization, Seller and its subcontractors have complied with all federal or other requirements for providing services under this Order, including, but not limited to, statutory and regulatory requirements for placement of H-1B workers at worksites other than those of the H-1B petitioner.
15. **Confidential Information.** Seller agrees that it will at all times hold in confidence for Buyer all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by Buyer to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of Buyer, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Seller hereunder. Any technical knowledge or information of Seller which the Seller shall have disclosed or may hereafter disclose to Buyer in connection with the Goods or other performance covered by this Order shall not unless otherwise specifically agreed upon in writing by Buyer, be deemed to be confidential or proprietary information and shall be acquired by Buyer free from any restrictions as part of the consideration of this Order. The obligations of this section will survive the cancellation, termination, or completion of this Order.
16. **Correspondence.** Seller shall place Buyer's applicable Order number, Order part number, Order quantity, Order price, and Order corresponding line on all notices, correspondence, invoices, packing slips and packages pertaining thereto. All written correspondence other than invoices shall be sent to the attention of the person identified as Buyer on the applicable Order, emailed or addressed to the identified buyer listed on such Order. All invoices must be submitted to the Buyer's Accounts Payable Department (or such other written address as may be expressly requested by Buyer in any Order) within twenty-four (24) hours from delivery of the Goods and, if applicable, as per the email address or the address listed on the applicable Order. No invoices will be processed unless the information listed in this Section has been satisfied.
17. **General Provisions.** This Order shall be construed and interpreted solely in accordance with the laws of North Carolina without regard to conflict of law principles. Buyer's remedies as set forth herein are cumulative and in addition to any other or further remedies provided in law or equity or in this Order. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If an action is instituted by Buyer or Seller hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. Buyer and Seller agree that these Terms and Conditions constitute a Business Contract within the meaning of N.C. Gen. Stat. §6-21.6, and otherwise comply with the requirements thereof.
18. **Force Majeure.** Neither Buyer nor Seller shall be liable to the other for any failure to perform in accordance with this Order if such failure arises out of any cause or event beyond its reasonable control and without its fault or negligence including, but not limited to, war, national emergency, terrorism, riot, plant breakdown, fire, flood, windstorm, explosion, accident or other act of God, strike, lockout or other labor dispute, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind; provided that such act or event (i) renders impossible the affected party's performance of its obligations under this Order, (ii) is beyond the control of the affected party and not due to its fault or negligence, and (iii) could not have been prevented or avoided by the affected party through the exercise of due diligence, including the expenditure of any reasonable sum taking into account the price under this Order. In the event Buyer is delayed or restricted in its ability to make use of the Goods as originally contemplated by reason of any event beyond its reasonable control and without its fault or negligence, Buyer may postpone the delivery dates or cancel or modify this Order in whole or in part to such extent as is reasonable under the circumstances without any obligations or liability to Buyer.
19. **Indemnification and Insurance.** Seller shall defend and indemnify Buyer against all damages, liability, claims, losses, and expenses (including attorneys' fees) arising out of, or resulting in any way from any defect in the Goods purchased hereunder or from any act or omission of Seller, its agents, employees or subcontractors. Seller shall maintain such public liability insurance, including products liability, Workers' Compensation and employer's liability insurance as will adequately protect Buyer against such damage, liabilities, claims, losses and expenses (including attorneys' fees). Seller agrees to promptly submit certificates of insurance evidencing its insurance coverage when requested by Buyer.
20. **Electronic Means.** Seller acknowledges that this Order may be transmitted by electronic means, and Seller's performance under this Order (in part or in whole) shall constitute Seller's agreement to the use of electronic means. No electronic alteration of this Order not made or expressly consented to by Buyer shall be binding on Buyer.

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