

## POLICIES AND PROCEDURES

### *SALES POLICY*

Merchandise in this catalog is available through Z Wear, Inc.

### *GUARANTEE*

Our products are guaranteed against defects in workmanship. If defects are found, advise our company immediately.

### *PRICES*

Prices prevailing at the time order is received at the factory must apply to all orders. Purchase orders received which do not comply with existing prices will be entered under correct pricing.

### *TERMS*

Terms are net 10 days F.O.B. Houston, TX. 1-1/2% per month will be charged for all delinquent accounts (18%) per annum. Z Wear, Inc. does not agree to terms or conditions stipulated on Buyer's Purchase Orders or similar documents, unless written confirmation from Z Wear, Inc. stipulating acceptance of such terms and conditions. If order is accepted by Z Wear, Inc. the dealer agrees policy statements of Z Wear, Inc.

### *CREDIT POLICY*

New accounts must furnish credit references, credit applications and adequate financial information to Z Wear before consideration of an open account. New accounts will be placed on a C.O.D. Basis until credit can be established. Most in-stock merchandise will be shipped on a C.O.D. Basis. Company checks are not acceptable on a C.O.D. Orders (cash or certified checks only). Special order merchandise, will be shipped on a C.O.D. Basis only. Pending orders on past due accounts will be held from scheduling. If any order is delayed because of a credit verification or credit hold, delivery time stated shall become void.

### *FREIGHT*

All freight F.O.B. Houston, Texas; therefore, the title of the goods passes to the buyer upon delivery to the carrier and Z Wear, Inc. Responsibility ceases. Z Wear, Inc. does not pay freight due to non-compliance of anticipated ship date .

### *SAMPLES*

Samples will be billed at 20% off catalog price. Sizes or colors may not be specified. Samples may not be returned for any reason.

### *COLORFASTNESS*

Z Wear, Inc. Uses the finest dyes obtainable consistent with price of garment offered, but we do not guarantee matching of color shades or fastness of color. We try to match color shades on stock orders but cannot guarantee exact color match. Game Jerseys made of multiple materials may not match exactly.

### *SHRINKAGE*

Because of the various methods of cleaning and laundering of athletic garments, we will not guarantee our fabric against shrinkage. We use every method to hold shrinkage to a minimum; therefore, we cannot accept responsibility after laundering or cleaning takes place. Silkscreened garments usually tend to shrink one size after screening.

### *CANCELLATIONS*

Orders may not be cancelled once the material has been cut or 10 days after the acknowledgment, whichever come first.

### *MINIMUM ORDER SERVICE CHARGE/SMALL QUANTITY CHARGES/RUSH CHARGES*

A services charge of \$125 will be applied to any order totaling less than 12 pieces.

### *RETURNS AND CLAIMS*

All returns will be refused by our receiving department unless our authorized label is attached. No merchandise can be accepted for return or exchange after five days. All merchandise accepted for repair or adjustment must be cleaned prior to returning. ZWear, Inc. Does not repair work on garments damaged due to normal usage i.e. material cuts and tears. Authorized returns where Z Wear, Inc. is not at fault will be subject to a 25% handling charge. No merchandise can be returned after lettering. Repair work due to customer error will not be accepted.

### *ACCEPTANCE OF ORDER*

All orders are subject to laws of the State of Texas and the acceptance of Z Wear, Inc. Sale Dept. at Houston, Texas with Confirmation supplied on request. Order acceptance is also contingent upon approval of credit. Despite the fact that special or definite delivery dates or cancel dates may be specified on your order, we cannot take responsibility for any oversight or non-compliance. Each order is shipped to the best of our ability based on the amount of the work already in process, but in no way serves as a guarantee of accomplishment.

### *CHARGES FOR EXTRA SIZE AND LENGTH*

Add 10% to each unit 3" extra unit body, sleeve, or leg length.

Add \$1.50 to each unit for size XXL

Add \$3.00 to each unit for size XXXL

Larger sizes up to size 60 - 100%

### *CHANGES IN POLICY*

Terms are subject to change without notification from Z Wear, Inc.

### *LEGAL MATTERS*

All legal matters will be handled at the Houston County Courthouse, Houston, Texas.