



● A Tradition of Excellence. A Reputation for Reliable Performance ●

Ordering Terms and Conditions

Orders for Bay Island Sportswear goods (the "Goods") are subject to the following terms and conditions of sale. These terms and conditions of sale shall govern the sale of Goods from Bay Island Sportswear, Inc. to you and/or the company you are authorized to represent ("you"). Bay Island Sportswear performance is expressly made conditional upon your agreement to these terms and conditions of sale. Any provisions or conditions of any purchase order or other document which are inconsistent with or in addition to these terms and conditions are hereby rejected and shall be inapplicable and not binding upon Bay Island Sportswear.

Ordering. Bay Island Sportswear shall accept your orders in writing, by phone (with follow up written confirmation) or through electronic means for web based orders. You may not cancel an order accepted by Bay Island Sportswear (i.e., they are non refundable), except upon the consent of Bay Island Sportswear in each instance. You may pay for your first order by Cash on Delivery, pre payment, credit card or with a company check upon prior credit approval by Bay Island Sportswear. Bay Island Sportswear shall deliver Goods F.O.B. Bay Island Sportswear's shipping facility; risk of loss for Goods passes to you once Goods are loaded onto the courier at Bay Island Sportswear facility. Bay Island Sportswear shall make commercially reasonable efforts to meet any shipment date stated on the face of any accepted order. However, you understand and agree that shipment of Goods is subject to availability, and Bay Island Sportswear expressly disclaims liability for any failure to meet such delivery dates. Bay Island Sportswear shall have the right to deliver Goods at one time or in portions from time to time, and to invoice for those portions delivered. Payment will not be considered final until all freight charges and taxes billed to you have been paid. You may order samples from Bay Island Sportswear and receive a full refund if you return them within thirty (30) days and pay for all related shipping and handling charges.

Payment. You shall purchase Goods in accordance with Bay Island Sportswear standard price list in effect at the time of the order (less discounts, if any). Prices are exclusive of all sales or use taxes and other governmental charges. Late payment of any amount will be grounds for Bay Island Sportswear to discontinue performance under this terms and conditions of sale. Any amounts not paid by the due date will be subject to a finance charge at a rate equal to the lesser of 1.5% per month or the maximum rate allowed by law. However, payment of such finance charge will not excuse or cure a breach or default for late payment. Returned checks will be subject to a \$40.00 per check charge. All freight is F.O.B. point of origin. You remain responsible for all shipping and handling charges including, without limitation, failure by the consignee to pay shipping charges, failure by any third party to pay shipping charges, or an incorrect or invalid shipping account number. Bay Island Sportswear accepts American Express, Discover, Visa and MasterCard (please ask your sales representative for details).

Pricing. All prices are subject to change without notice. Prices featured in Bay Island Sportswear's current price list only apply to orders paid on cash terms such as cash payments, pre paid orders, purchases paid by C.O.D., or with Bay Island Sportswear pre approved credit. Bay Island Sportswear assumes no responsibility and shall incur no liability whatsoever if price change notices are not received. In the event of new federal or state taxes or legislation affecting the costs of products or items, Bay Island Sportswear reserves the right to increase prices as it deems appropriate or necessary. Merchandise is subject to change or withdrawal, or may be temporarily or permanently out of stock. We assume no liability for delays or failure to deliver due to our inability to obtain supplies. Check with sales representatives regarding minimum order status.

Returns and Cancelled Orders. It is your responsibility to check for discrepancies or defects in an order before any alterations or embellishments are made. Returns must be authorized by Bay Island Sportswear in advance. Claims for returns for defective Goods must be made in accordance with the warranties in Bay Island Sportswear General Terms & Conditions of sale. Altered or embellished garments, excluding irregulars, are not returnable. Authorized returns must be accompanied by a return

authorization form or number from Bay Island Sportswear. Returns without original corresponding invoice number(s) will be credited at the lowest published price. Cancelled orders or returns of unwanted merchandise must be approved in advance and will be subject to a 20% restocking fee plus applicable freight charges. Merchandise that is not Bay Island Sportswear's will be returned to you at your expense or disposed of by Bay Island Sportswear. Discontinued or closeout items are not returnable. All returns must be prepaid. Please contact Bay Island Sportswear Customer Service for a return authorization and shipping address.

General Terms & Conditions of Sale

Orders for Goods are also subject to the following general terms and conditions of sale. These terms and conditions of sale shall govern the sale of Goods from Bay Island Sportswear to you and/or the company you are authorized to represent. Bay Island Sportswear's performance is expressly made conditional upon your agreement to these terms and conditions of sale. Any provisions or conditions of any purchase order or other document which are inconsistent with or in addition to these terms and conditions are hereby rejected and shall be inapplicable and not binding upon Bay Island Sportswear.

Warranties, Disclaimer, Limitations on Liability. Bay Island Sportswear warrants only that: (a) the Goods shall be free from material defects on the delivery date, provided, you store and handle the delivered Goods in such a manner that meets or exceeds the storage and handling procedures utilized by Bay Island Sportswear; and, (b) the Goods will conform to the requirements of state, federal and local laws in the United States. You must provide Bay Island Sportswear with written notice of any warranty claims no later than thirty (30) days after receipt of the applicable order of Goods. Failure to provide written notice within such 30 day period shall void Bay Island Sportswear's warranties in their entirety. As Bay Island Sportswear's sole responsibility and liability, and YOUR ONLY AND EXCLUSIVE REMEDY for any breach or breaches of such warranties, Bay Island Sportswear shall, upon written notice from you, either (at Bay Island Sportswear's option) replace the defective portion of the Goods, or accept return thereof and refund the price paid by you for the defective portion. Any misuse, improper handling, storage, use, modification or alteration of the Goods by any third party shall void the forgoing warranty. You shall remain entirely responsible for any shipments by you or your company for purposes of returning defective products or packages hereunder to Bay Island Sportswear, and all risk of loss or damage during shipment shall be born by you. Bay Island Sportswear will pay (or reimburse you for) reasonable shipping and handling charges limited to valid warranty claims.

You agree and acknowledge that any benefits derived from use or resale of the Goods will depend on factors which vary from business to business and which are not within Bay Island Sportswear's control. YOU ARE RESPONSIBLE FOR THE SELECTION OF THE GOODS TO MEET YOUR, YOUR COMPANY'S OR ITS CUSTOMERS' NEEDS, AND Bay Island Sportswear MAKES NO WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OR SALE OF THE GOODS IN YOUR BUSINESS. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY Bay Island Sportswear. Bay Island Sportswear EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE AND ANY IMPLIED INDEMNITIES.

IN NO EVENT WILL Bay Island Sportswear BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR BREACH OF THIS AGREEMENT, OR THE USE OR SALE OF GOODS BY YOU, OR ANY OTHER PARTY, OR FROM THE MANUFACTURE, SALE, OR USE OF ANYTHING MADE BASED ON THE GOODS, EVEN IF Bay Island Sportswear IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR INJURIES TO CONSUMERS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF Bay Island Sportswear. You agree that, regardless of the form of action, whether in contract or tort, including negligence, Bay Island Sportswear's liability for damages claimed by you with respect to the Goods shall not exceed fees received by Bay Island Sportswear from you for the applicable Goods hereunder. Regardless of the form of action, whether in contract or tort, including negligence, Bay Island Sportswear's liability for damages claimed by third parties with respect to the Goods, as between Bay Island Sportswear and you shall not exceed fees paid to Bay Island Sportswear hereunder. No action, regardless of form, arising under this Agreement (other than an action for non payment of any purchase prices or other amounts owed by you to Bay Island Sportswear), may be brought by either party more than one (1) year after the date of the alleged breach. Bay Island Sportswear shall not be liable for any failure to perform under this Agreement where such failure is due to any cause beyond Bay Island Sportswear's control.

You hereby release and shall defend and hold Bay Island Sportswear and its owners and agents harmless from and against any actual or threatened claims, losses, liabilities (including without limitation any punitive damages and fines), costs and expenses (including without limitation reasonable costs of litigation and attorneys' fees) related to third party actions (a) in which it is determined that Bay Island Sportswear is not at fault; and/or (b) arising from or relating to any acts or omissions by you, your company or your customers.

Miscellaneous. Our relationship is one of independent contractors. No agency, employment, partnership or joint venture shall be created by or founded upon this Agreement. You shall not make or assign, or represent to any party, by implication or otherwise, that it may make or assign, any warranty or representation by or for Bay Island Sportswear, nor shall you attempt, or represent that it is entitled, to make any commitment, waiver or settlement on behalf of Bay Island Sportswear or to pledge the credit of Bay Island Sportswear. This Agreement shall be governed by and construed under the laws of the State of South Carolina, without regard to any conflicts of law principles to the contrary. The parties consent to exclusive jurisdiction and venue in the state circuit courts sitting in Greenwood County, South Carolina, unless a federal subject matter jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the Greenwood Division of the Federal District Courts of South Carolina. You agree not to object to this jurisdiction and venue, and hereby waive all defenses of lack of personal

jurisdiction and forum non conveniens. You also agree to the application of South Carolina law for all matter arising from or related to this instrument. Any notice or request hereunder shall be made in writing delivered in person to an authorized officer of the respective party or mailed or transmitted by cable or telecopier, for Bay Island Sportswear, to the current contact information on our website at www.BayIslandSportswear.com. and, for you, to the address Bay Island Sportswear has on file for you in your most recent approved credit application (unless changed by written notice of a different address). Your rights hereunder are personal to you and the company you represent, and may not be assigned or transferred in whole or in part by you, nor may any benefit hereunder inure to any trustee in bankruptcy, receiver, or successor, whether by operation of law or otherwise, without the prior written consent of Bay Island Sportswear, and any attempted assignment or transfer without such consent shall constitute a breach hereunder and shall be void. No omission or delay on the part of either party hereto in requiring due and punctual fulfillment of the obligations of the other party shall be deemed to constitute a waiver of any of the rights of the omitting or delaying party unless such rights are waived in the particular instance in a writing delivered to the other party, and no such waiver shall apply to any other instance or obligation. If any provision of this Agreement is held to be invalid or unenforceable to any extent in any context, it shall nevertheless be enforced to the maximum extent allowed by law and the parties' fundamental intentions in that and other contexts, and the remainder of this Agreement shall not be affected thereby.

Credit Applications. The next step in the process of serving you as a Bay Island Sportswear client will be the complete Application process. You are responsible for the information furnished in the credit application and warrant that it is true, complete, and accurate. Bay Island Sportswear, Inc. is authorized to obtain a credit report and other credit information on the Customer for the purpose of evaluating the creditworthiness of the Customer in connection with this credit application and agreement. Customer further agrees to provide such additional financial information to Bay Island Sportswear, Inc. as it requests. Customer agrees to pay all sums as they come due pursuant to invoiced payment terms. Customer agrees to pay a monthly late charge on past due balances of 1.5% (annual rate of 18%) or the maximum rate otherwise allowed by law; and further agrees to pay reasonable attorneys' fees, expenses and costs incurred in enforcing this Agreement, including without limitation, fees and costs incurred in a bankruptcy proceeding, whether or not a lawsuit is filed. Customer consents to the personal jurisdiction of the courts of the State of South Carolina and irrevocably agrees that venue may be placed in Greenwood County, South Carolina, at the option of Bay Island Sportswear, Inc. and waives any objection Customer may have to such personal jurisdiction and/or venue. This agreement and the Terms and Conditions will be construed, and the rights, duties, and obligations of the parties will be determined in accordance with the laws of the State of South Carolina, without regard to its conflicts of law principles.

Please download the application:

☐ WORD

☐ Adobe Pdf.