

TERMS AND CONDITIONS OF SALE
DEROYAL TEXTILES, INC.

1. **General:** In these terms and conditions of sale (the “Terms”), DeRoyal Textiles, Inc. shall be referred to as “Seller” and the party to whom Seller’s quotation, invoice or acknowledgment is addressed shall be referred to as “Buyer.” Buyer and Seller are collectively referred to as “Parties” and individually as a “Party.” Seller’s acceptance of Buyer’s purchase order is expressly conditioned on Buyer’s agreement to these Terms; any purchase order or other communications from Buyer that contain terms and conditions in addition to or inconsistent with these Terms are expressly rejected and will not be binding upon the Seller, unless acceptance of those terms and conditions is made in writing by an authorized representative of Seller. Buyer, by accepting any products covered by the Terms, shall conclusively be deemed to accept the Terms. All terms below are firm unless the Parties agree otherwise in writing.
2. **Orders; Cancellation:** All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or modified by Buyer without Seller’s written consent. If Seller consents to a cancellation, Buyer shall reimburse Seller for all costs, expenses, and losses incurred by Seller as a result of the cancellation. Seller may cancel or modify orders at any time before shipment.
3. **Prices:** All prices quoted by Seller or Seller’s representatives are valid for thirty (30) days, unless otherwise stated in writing; however, all prices are subject to adjustment due to change in specifications, quantities, raw materials, cost of production, shipment arrangements, or other terms or conditions which are not part of Seller’s original price quotation.
4. **Taxes/Fees:** Any prices for products exclude all sales, value added, and other taxes and duties imposed with respect to the sale, delivery, or use of such products. All taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
5. **Payment:** Payment terms for Buyers who are “pre-approved” are net 30 days from the date of Seller’s invoice. If pre-approved Buyer fails to pay any amounts when due, pre-approved Buyer shall pay Seller interest thereon at a period rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, together with all costs and expenses, including without limitation reasonable attorneys’ fees and court costs incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller’s rights hereunder. All Buyers who are not “pre-approved” shall be required to pre-pay Seller’s invoice in full prior to shipment.
6. **Shipment:** Shipment terms are FOB origin, meaning that Buyer is responsible for payment of all shipping and insurance from Seller’s facility. All risk of loss or damage to products passes to Buyer upon pickup from Seller’s designated facility location. Shipment dates are estimated, and Seller will not be liable for late shipments.
7. **Force Majeure:** Seller will not be liable for any delay or failure in performance of any order, in the delivery or shipment of any product, or for any damages or losses suffered by Buyer or any third party which are caused by, or in any manner arise from, directly or indirectly, compliance with any law, decree, request, or order of any governmental agency or authority, any labor disturbances, embargos, riots, storms, fires, explosions, acts of God, terrorism, epidemics, inability to obtain necessary labor or raw materials, accidents or breakdown to, or mechanical failure of, machinery or equipment, changes in economic conditions, delays or interruptions in transportation or any other causes beyond Seller’s control.
8. **Seller’s Warranty & Returns:** Seller’s standard warranty and return policies shall apply, and may be found at <https://www.deroyal.com/support/returns>. These policies may be updated from time to time.
9. **Certificates of Conformance:** Certificates of Conformance for orders will be available within five (5) business days, upon request.
10. **Country of Origin:** Seller will not guarantee country of origin of any specific product unless otherwise agreed in writing signed by authorized representatives of both parties. Seller expressly rejects any language on any Buyer’s order dealing with specific country of origin requirements, including any references to specific government contracts or government regulations.
11. **Seller’s Limitation of Liability:** Except for liabilities which cannot be excluded by law, Seller’s liability with respect to any claim by Buyer or any third party arising out of or in any way relating to any products sold by Seller to Buyer will be limited solely to the cost of such product and any such claim must be filed within 60 days after the delivery of such product. SELLER WILL NOT BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOST PROFITS OR OTHER LOSSES OF BUYER OR ANY THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATING TO THE SALE, USE, OR TRANSPORTATION OF SUCH PRODUCT.
12. **Use, Improper Use, Liability and Indemnity.** Seller assumes no liability or responsibility for any acts, misuse of product, advertising, violations of any local, state or federal regulations or laws violated by the Buyer. Buyer assumes all responsibility for its acts and is responsible for applicable local, state or federal regulations relating to the sale or use of Seller’s Products. Buyer shall indemnify, defend, and hold Seller and its affiliates, and each of their respective members, managers, officers, directors, employees, agents and representatives, harmless from any claim, liability, damages, lawsuits, and costs (including attorney’s fees and costs), whether for personal injury, property damage or other, brought by or incurred by Buyer, Buyer’s employees, or any other person, arising out of (i) improper selection, improper application or other (mis)use of products purchased by Buyer from Seller, (ii) the design, manufacture, integration or usage of a product which alone or as a component in an assembly, is alleged or proved to have caused injury or damage, (iii) Buyer’s failure to comply with all applicable foreign, U.S. federal, state or local laws, ordinances, rules, orders and regulations, including without limitation U.S. export control laws and any regulations and/or orders thereof, or failure to provide Seller adequate information related thereto, (iv) the acts or omissions of Buyer, its agents and employees and others under its direction or control, except to the extent such liabilities are caused by or are the result of the gross negligence or willful misconduct of Seller, and (v) any other breach of Buyer’s obligations hereunder.
13. **Confidential Information; Intellectual Property:** For a period of five (5) years following the last delivery under these Terms, neither party (including the party’s employees, officers, and agents) shall use, publish, or disclose, or cause anyone else to use, publish, or disclose the existence of any confidential information obtained in connection with the negotiation and implementation of these Terms (including, but not limited to trade secrets, intellectual property, confidential and other proprietary information, whether in written, graphic, oral, computer readable, or other tangible or intangible form). *Notwithstanding any provision herein to the contrary, trade secrets shall be protected indefinitely.* The Parties agree that the Party disclosing information is and shall remain the exclusive owner of all information and intellectual property contained therein. No licenses of such rights are granted or implied by these Terms.
14. **Termination:** Seller shall have the right to terminate the Terms if (i) Buyer materially breaches any of the terms herein, (ii) Buyer becomes insolvent, files for bankruptcy or is subject to bankruptcy proceedings, is subject to a receivership, or (iii) Seller reasonably believes Buyer will default or become insolvent. In such event, all payments due from Buyer to Seller, may, at Seller’s sole discretion, become immediately due and payable, and concurrently, or in the alternative, Seller may, at its sole option, terminate any existing order(s) between the Parties and exercise any other remedies available to Seller under applicable law. In cases of default, Seller may be awarded reasonable fees (including reasonable attorneys’ fees and court cost) in connection with the recovery of any payments due under these Terms.
15. **Specifications:** Seller, where applicable, shall control all product specifications. Seller shall only provide notice in writing of any specification changes in “off-the-shelf” products resulting in change to fit, form, or function.
16. **Hierarchy of Terms; Entire Agreement:** In the event of a conflict of terms between the Terms and a separate, valid, fully executed agreement between Seller and Buyer, the terms of such separate, valid, fully executed agreement shall control. In the absence of a separate signed agreement between the Parties, Seller’s quotation, invoice, these Terms, and Seller’s order acknowledgement constitute the entire agreement (the “Entire Agreement”) between the Parties with respect to the sale of Seller’s products to Buyer, superseding all prior representations, agreements, or understandings between the Parties without limitation. These Terms cannot be amended orally or by any course of trade between the Parties, but may be amended by a written agreement executed by the Parties. The failure by Seller to (i) enforce any provision hereof will not be construed as a waiver of such provision or of Seller’s right to enforce such provisions and (ii) object to provisions contained in any purchase order or other communication from Buyer will not be construed as a waiver of these Terms not an acceptance of any such Buyer provisions.
17. **Successors and Assigns:** These Terms shall be binding upon and inure benefit to the Parties and their respective successors and assigns, provided, however, that Buyer shall not assign any of its rights or duties hereunder without Seller’s prior written consent, which may be withheld in Seller’s sole discretion.
18. **Governing Law, Jurisdiction, Venue:** These Terms shall be interpreted in accordance with the laws of the State of Tennessee, without regard to the choice of law provisions thereof. The Parties agree that all disputes shall be resolved exclusively in the State or Federal courts in Knoxville, Tennessee.