

# TERMS AND CONDITIONS

Charles River Apparel prides itself on our quality, service and style. We try to provide a high level of service with clear policies that make doing business with us an easy and enjoyable process.

**Sales Policy:** In order to maintain the upstanding brand name of Charles River Apparel and our trademarks, as well as maintain a positive working environment for our employees, all customers ('distributors') of Charles River Apparel are subject to the following outlined terms and conditions. If a customer fails to comply with the policies stated herein, Charles River Apparel may, in its sole discretion and judgment, terminate the relationship with the customer. In the event of such termination, all advertising, sale or display of Charles River Apparel trademarks, products, and other materials by the customer shall cease immediately.

1. Charles River Apparel will sell our products only to authorized customers who, in the sole discretion and judgment of Charles River Apparel, do not advertise, promote, distribute, sell or market in any way that disparages, misrepresents or injures Charles River Apparel's reputation, brand name, products and/or goodwill.
2. Charles River Apparel will sell our products only to authorized customers who, in the sole discretion and judgment of Charles River Apparel, do not distribute or sell products employing any illegal or deceptive selling practices including, but not limited to, 'loss leader' pricing. Charles River Apparel sales policy is classified as 'restricted for customers.' A variety of factors are considered when opening customer accounts including, but not limited to, product lines the customer carries, markets the customer targets and sells, industry affiliations and geographic location including, but not limited to, the existence of other customers in the area. CRA's customers, unless determined by CRA in its sole and absolute discretion, are prohibited from selling CRA apparel on e-commerce websites such as Amazon.com, eBay.com, Sears Marketplace and Sears.com, Walmart.com, Jet.com or other similar sites.
3. No customer of Charles River Apparel shall act, or represent to any party, by implication or otherwise, to be Charles River Apparel or to sell/distribute Charles River Apparel's product on behalf of Charles River Apparel. No customer shall re-sell Charles River Apparel product to a third party or another entity for resale.
4. All customers shall cooperate and deal professionally with Charles River Apparel and its employees, officers, representatives, and agents at all times.
5. Charles River Apparel maintains a "Minimum Retail Account Policy". To open a retail account with Charles River Apparel, customers must place an initial minimum stocking order of \$500. Additionally, customers must order a minimum of \$1,000 within a 12-month period in order to remain active.

**Website Free Freight Promotion:**

We have updated our column pricing benefits – see the chart below for details:

<b>END COLUMN PRICING LEVELS</b>			
THE MORE YOU BUY, THE GREATER THE BENEFITS!			
Pricing levels are based on annual cumulative units purchased over a calendar year			
<b>COLUMN PRICING BENEFITS</b>	 <b>BRONZE</b> (1-199 UNITS)	 <b>SILVER</b> (200-499 UNITS)	 <b>GOLD</b> (500+ UNITS)
Free Shipping Benefits Online	24 pieces	18 pieces	12 pieces
Handling Fee	\$4.95	\$4.95	\$4.95
Samples	30% off on up to 16 pieces	40% off on up to 24 pieces	50% off on up to 40 pieces
<b>WE'VE SIMPLIFIED OUR UPCHARGES: 2XL \$1   3XL \$2   4XL \$3   5XL \$4   6XL \$5</b>			
Self-Promo	30% off decoration and apparel	40% off decoration and apparel	50% off decoration and apparel
Spec Samples (embroidery up to 10K stitches)	\$60 without, \$85 with digitizing	\$50 without, \$75 with digitizing	\$40 without, \$60 with digitizing
Spec Samples (screen print up to 2 colors)	\$60	\$50	\$40
Spec Samples (heat transfer up to 6 sq. in)	\$60	\$50	\$40
<b>SPEC SAMPLE POLICY: SPEC FEES CREDITED BACK WITH AN ORDER OF 36 PIECES OR MORE AS A RESULT OF THE SPEC SAMPLE</b>			

<b>UPDATED SHIPPING RATES FOR SAMPLE ORDERS</b>	
Units	Flat Rate Shipping
1-5	\$5.00
6-11	\$10.00
12+	Standard Shipping

For more information, contact your sales rep or customer service at 1-800-225-0550 EXT 1 or [custserv@charlesriverapparel.com](mailto:custserv@charlesriverapparel.com)

Free freight, based on customer's column pricing requirements, is eligible on blank garments (non-decorated) placed on our website at [www.charlesriverapparel.com](http://www.charlesriverapparel.com) and shipped to a single address in the continental United States. If you choose another shipping option for freight you will pay for that shipping method. Free freight does not apply to shipments that ship via trucking company or that incur extra services (inside delivery, lift gate, residential delivery, etc). Distributors must log in to [www.charlesriverapparel.com](http://www.charlesriverapparel.com) and order via our checkout system to receive free freight benefits—phone/fax/emailed/decorated orders are not eligible. Some customers due to special terms or separate contracts are not eligible for our free freight program. Free freight only applies to regularly priced items & does not apply to samples. Free freight promotion is subject to change/end at any time without notice.

**Termination:** Charles River Apparel reserves the right to terminate any customer relationship in its discretion and judgment at any time whether for a violation of these sales policies or otherwise.

**Trademarks:** Customer acknowledges that Charles River Apparel is the owner of all trademarks, service marks, trade names, marketing materials and other intellectual property associated with Charles River Apparel products. This agreement does not give the customer any right or interest in any intellectual property or trademarks of Charles River Apparel. No Charles River Apparel trademarks, trade names, marketing materials or other intellectual property names shall be used or registered by the customer or used as part of customer's internet domain names, email addresses, meta tag or keyword, including shown through an affiliate or third party (including but not limited to third party websites), without Charles River Apparel's express written consent, which consent may be revoked at any time.

**MAP Policy (Minimum Advertised Price):**

1. All Charles River Apparel prices are subject to change without notice. Charles River Apparel assumes no responsibility and shall incur no liability whatsoever if price change notices are not received. Merchandise is subject to change or withdrawal or may be temporarily or permanently out of stock. Charles River Apparel assumes no liability for delays in product availability or for failure to deliver product for any reason, including due to any inability to obtain supplies. Charles River Apparel reserves the right to add service, handling or other fees to its pricing at its discretion at any time and without notice.
2. Customers may not advertise or promote Charles River Apparel products or cause the products to be advertised or promoted at prices discounted below Charles River Apparel's MAP Policy. Please [click here](#) to learn more about our MAP Policy.

All questions regarding this Agreement shall be directed, in writing, to: Charles River Apparel, Attn: Legal Counsel, 1205 Providence Highway, Sharon, MA 02067, USA. Charles River Apparel will not, under any circumstances, discuss the business dealings of any authorized customer with any other authorized customer. Charles River Apparel reserves the right to elect not to enforce advertising price policies for high volume orders or under special contractual agreements and reserves the right to modify or amend these policies unilaterally, at any time or without notice.

**Guarantee:** All clothing is guaranteed for materials and workmanship upon original sale of garment to the Charles River Apparel Distributor. Should a defect be discovered, the garment may be returned for credit or replacement by the Charles River Apparel Distributor. No returns are accepted from End User/Consumers directly to Charles River Apparel.

**Prices:** All prices are effective for merchandise shipped after January 17, 2022. Constantly changing market conditions may require in-season price adjustments without notice. Our website reflects suggested retail prices for blank goods (non-decorated). Orders for tall and extended sizes are subject to additional charges. For tall sizes, add \$2.00. For larger sizes, add \$1.00 for 2XL, \$2.00 for 3XL, \$3.00 for 4XL, \$4.00 for 5XL, and \$5.00 for 6XL.

**Returns:** Returns cannot be accepted unless accompanied by a Return Authorization number (RA). RA's must be obtained within 30 days of invoice and product must be in resalable condition. Spec samples are not returnable.

**Donation of Returned Items:** Charles River Apparel is proud to run the Charles River Cares™ Program which has utilized thousands of returned, damaged and distressed apparel to help those in need across the country and internationally. Any items you are returning may be used in conjunction with this program or may be re-sold. If you do not wish your goods to be used in this program please email us at [custerv@charlesriverapparel.com](mailto:custerv@charlesriverapparel.com) and indicate your company name and return authorization number and clearly indicate that you "do not wish to have your goods donated." You will receive a confirmation from us specifically addressing your request, confirming that the goods will not be donated or re-used in any manner.

**Restocking Fees:** Merchandise returned to us because of refused shipments or customer error will be subject to a 10% restocking charge, in addition to freight charges.

**Shade Variance:** We have made every effort to control shading variations, but exact color matches cannot be guaranteed from dye lot to dye lot or from knit to woven fabrics. If jacket and pants are intended to be used as a set, please notify our Customer Service Dept. upon placing your order. All garments must be inspected before decorating.

**Logos:** Any logos shown on garments or depicted in Charles River Apparel's marketing materials are for illustration purposes only and are not available for manufacture or sale without the consent of their trademark owners. All logos are property of their primary trademark owner and do not represent endorsement of Charles River Apparel. Charles River Apparel, at our sole direction reserves the right to terminate a relationship with a customer if the customer is embellishing our products with any mark, name, design or logo of a pornographic nature, for organizations that promote illegal activities or that disparage the Charles River apparel brand.

**Trademarks/Representation:** No customer of Charles River Apparel shall act, or represent to any party, by implication or otherwise, to be Charles River Apparel or to sell/distribute Charles River Apparel's product on behalf of Charles River Apparel. No customer shall re-sell Charles River Apparel product to

a third party or another entity for resale. Customer acknowledges that Charles River Apparel is the owner of all trademarks, service marks, trade names, marketing materials and other intellectual property associated with Charles River Apparel products. This agreement does not give the customer any right or interest in any intellectual property or trademarks of Charles River Apparel. No Charles River Apparel trademarks, trade names, marketing materials or other intellectual property names shall be used or registered by the customer or used as part of customer's internet domain names, email addresses, meta tag or keyword, including shown through an affiliate or third party (including but not limited to third party websites), without Charles River Apparel's express written consent, which consent may be revoked at any time.

**Website Terms of Use:** If you continue to browse and use this website or any others owned by Charles River Apparel, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Charles River Apparel's ("CRA") relationship with you in relation to this website. You are responsible for reviewing our terms and conditions/privacy policy periodically to ensure that you are aware of any changes to it. If you disagree with any part of these terms and conditions, please do not use our website.

