

Additional Terms and Conditions

1. **DISCLAIMER OF WARRANTIES.** WHISPERING PINES SPORTSWEAR (“SELLER”) MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. ALL PRODUCTS ARE SOLD IN “AS IS” CONDITION. BUYER SHOULD INSPECT GOODS CAREFULLY PRIOR TO ACCEPTANCE.
2. **LIMITATION OF REMEDY.** BUYER HEREBY WAIVES ALL REMEDIES AGAINST SELLER FOR ANY FAILURE, NON-PERFORMANCE, OR DEFECT IN A PRODUCT WHICH FAILURE OR DEFECT WAS NOT CAUSED IN WHOLE OR IN PART BY SELLER. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT FOR ANY INCIDENTAL, CONSEQUENTIAL, ACTUAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS ARISING FROM THE FAILURE OR NON-PERFORMANCE OF, OR DEFECT IN, A PRODUCT. BUYERS SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF, OR DEFECT IN, A PRODUCT SHALL BE REPLACEMENT OF ANY DEFECTIVE PRODUCT TO THE EXTENT THAT ANY PORTION OF THE ABOVE LIMITATION ON BUYER’S REMEDIES IS HELD BY A COURT TO BE IN CONFLICT WITH FEDERAL OR STATE LAW, THEN SAID PORTION SHALL BE DISREGARDED AND THE REMAINDER ENFORCED.
3. **INTEREST.** In the event that any portion of the purchase price is not paid when due, interest shall run at the rate of 1.5% per month (18% per year) in the remaining balance until paid in full.
4. **ATTORNEYS FEES AND EXPENSES.** Buyer will reimburse Seller for all attorneys’ fees and other expenses that Seller may incur on order to collect any sum due hereunder and/or in order to enforce any of its rights hereunder.
5. **GOVERNING LAW; VENUE.** This contract of sale shall be governed and construed as to meaning performance, and breach according to the laws of the State of North Carolina. Buyer hereby agrees that no litigation

involving this agreement and/or the products sold hereunder shall be instituted against Seller in any court other than the Court of Common Pleas for Union County, North Carolina, and Buyer hereby consents to jurisdiction and venue in said Court.

6. **INTEGRATED ENTIRE AGREEMENT.** Buyer and Seller agree and acknowledge that this document constitutes an integration and is the entire agreement between them regarding the subject matter hereof. All prior agreements, statements, representations, warranties and promises, whether written or oral, are merged herein, are of no further force nor effect, and may not be relied upon by purchaser for any purpose whatsoever.
7. **NO IMPLIED WAIVER.** Any failure and/or delay by Seller (1) in enforcing any provision hereof, (2) in asserting any rights created hereunder, and/or (3) in asserting any breach by Buyer of the terms hereof shall not institute a waiver of any such provision, breach, or right, and Seller shall remain free in the future to assert or to enforce such provision, right, and/or breach as though no delay or failure had ever occurred.
8. **NO IMPLIED MODIFICATIONS.** This contract of sale may not be modified by course of dealing, course of performance, and/or trade usage. Any modification of the terms hereof, in order to be effective, must be in writing and signed by Seller and Buyer.
9. **BINDING EFFECT.** This contract of sale shall be binding upon, shall ensure to the benefit of each of the parties hereof and their respective heirs, assigns, successors and representatives.
10. **REFUSED AND CANCELLED ORDERS.** All refused, cancelled and unclaimed shipments, or those returned due to customer error, are subject to a 10% restocking charge in addition to all freight costs.