



SILVER JEANS CO. TERMS AND CONDITIONS

DEFINITIONS

“WGWW”: Western Glove Works, a partnership comprised of Western Glove Works Ltd., and WGWW Limited Partnership. Doing business as Silver Jeans Co.

“Customer”: the entity(s) or person(s) requesting to purchase goods or services from WGWW.

“Customer Profile Form”: A formal document completed by a prospective customer during the onboarding process, which serves to collect pertinent information for account setup and credit evaluation purposes. This document was formerly referred to as the “Credit Application.”

TERMS OF SALE AND PAYMENT: All sales are subject to any applicable WGWW order form and any terms and conditions therein (“Order Form”) and the terms and conditions outlined below (together with the documents referenced herein, collectively, the “Terms and Conditions”). All WGWW products are sold EXW (Ex Works Incoterms[®] 2020) or DAP-F (Delivered at Place minus Freight Incoterms[®] 2020) Lakewood, WA warehouse and shipped according to the freight terms in the Customer Profile Form. Customer shall be liable for, and agrees to promptly pay when due, all charges set forth in the applicable WGWW invoice (without deduction or setoff). All invoices are due thirty (30) days from invoice date. Payments shall be applied at WGWW’s discretion to any outstanding invoices. Interest shall accrue against any amount which remains unpaid by Customer under these Terms and Conditions for more than thirty (30) days from the date of invoice. Interest shall be payable to WGWW at the rate of one and a half percent (1.5%) per month compounded (nineteen point six percent (19.6%) per annum, actual rate), or the maximum allowed by law, whichever is less, and shall be payable monthly in arrears. All taxes, levies or duties of any nature applicable to the sale of WGWW products shall be paid by Customer, or in lieu thereof, Customer shall provide WGWW with a tax exemption certificate acceptable to the relevant taxing authorities. In the event Customer is in breach of these Terms and Conditions, WGWW may, in its sole discretion, suspend or cancel Customer’s credit privileges without prior notice. Following suspension or cancellation of credit privileges, all moneys owing to WGWW for goods supplied and invoiced shall be due and payable immediately.

SHIPPING: Shipping dates are approximate. In no event will WGWW be liable for any costs, losses or damages including, without limitation, re-procurement costs arising out of, or caused by, delay in delivery or non-delivery of WGWW products.

CANCELLATIONS AND MODIFICATIONS TO ORDERS: Any and all orders from Customer are subject to final acceptance by WGWW and WGWW reserves the right to accept or to reject any such order, in whole or in part. WGWW reserves the right to: (a) cancel Customer orders at any time; and (b) cancel or suspend delivery of any uncompleted order in the event of non-payment or other breach of these Terms and Conditions by Customer. WGWW shall have no liability to Customer for any costs, losses, or damages of any kind whatsoever arising out of any such cancellation or suspension. WGWW has sole discretion to approve or deny any Customer request to cancel or change previously submitted and accepted orders. Upon WGWW’s approval of a Customer’s request to cancel or change an order, the Customer undertakes to indemnify WGWW against all losses, including the cost of all labour, materials, overhead, damages, charges and expenses arising out of the order and/or its cancellation.

SHORTAGES: WGWW is not liable or responsible for loss or damage in transit. Shipments should be inspected upon delivery for carton count and condition. Any shortage or damage must be noted on carrier’s delivery receipt and reported to the carrier’s office. Shortages discovered after delivery must be reported to WGWW within five (5) days of merchandise receipt.

DEFECTIVE MERCHANDISE: Return of merchandise considered to be defective must be pre-authorized by WGWW or WGWW’s authorized agent. Defective returns require a return authorization number and must be shipped prepaid by the Customer.

WGW INTELLECTUAL PROPERTY: Customer acknowledges and agrees that WGW and/or WGW's affiliates are the sole and exclusive owners of all trademarks, trade dress and trade names used by WGW and its affiliates in relation to WGW products sold (collectively, the "Trademarks"). Any use of the Trademarks by Customer shall be made only with WGW's prior written approval and any such use shall inure to the benefit of WGW and/or its affiliates. In no event shall Customer or its affiliates file any application to register a trademark or a domain name or use any trademark, domain name, business name or trade style that incorporates or is confusingly similar to any of the Trademarks. If Customer files any application of any kind that incorporates or is confusingly similar to any Trademark, it shall immediately transfer such application, or any rights derived therefrom, to WGW or an affiliate as designated by WGW.

CONFIDENTIAL INFORMATION: Customer may receive from WGW certain confidential business, technical, and/or financial information, including information contained in these Terms and Conditions and all WGW product pricing (collectively, "WGW Confidential Information"). Customer shall hold all WGW Confidential Information, including, without limitation, pricing, offered discounts, and other specifics or selling and distribution practices or methodologies of WGW, confidential for any and all purposes except for the purpose of fulfilling Customer's obligations under these Terms and Conditions. Customer shall safeguard WGW Confidential Information with the same degree of care it uses to safeguard its own proprietary and confidential information but, in no event, shall use less than a reasonable degree of care. Customer shall promptly notify WGW of any actual or suspected misuse or unauthorized disclosure of WGW Confidential Information. Upon termination or expiry of these Terms and Conditions, Customer shall return or destroy all WGW Confidential Information in Customer's possession or control.

DISCLAIMER: WGW MAKES NO GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO ANY WGW PRODUCTS. ANY PURPORTEDLY APPLICABLE WARRANTIES, TERMS AND CONDITIONS ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. WGW DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE. CUSTOMER SHALL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER RELATING TO WGW PRODUCTS OR RELATING TO WGW.

INDEMNITY: Customer shall indemnify, defend and hold WGW, its affiliates, and its and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns (collectively, "WGW Representatives") harmless from and against any and all damages (including incidental and consequential damages), losses, costs and expenses (including legal fees) and third-party claims, which WGW or WGW Representatives may suffer or incur, arising out of (i) any breach of these Term and Conditions by Customer; (ii) any acts or omissions by Customer, its employees, agents or subcontractors; (iii) Customer's or its employees, agents, or subcontractors' failure to comply with all applicable laws, rules, or regulations.

LIMITATION OF LIABILITY: IN NO EVENT SHALL WGW OR WGW REPRESENTATIVES UNDER ANY CIRCUMSTANCE, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, LOST SALES OR REVENUE, EVEN IF ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL THE LIABILITY OF WGW AND WGW REPRESENTATIVES EXCEED THE AMOUNT ACTUALLY RECEIVED BY WGW FOR THE TRANSACTION THAT GAVE RISE TO THE CLAIM. THESE LIMITATIONS WILL APPLY TO ALL CLAIMS, INCLUDING WITHOUT LIMITATION, CLAIMS IN WARRANTY, CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY.

SALES, PURCHASES, ASSIGNMENTS: Customer will not (a) sell WGW's products other than at retail locations specified on the Customer Profile Form; (b) sell, transfer or assign its right as an authorized retailer of WGW without written consent of WGW; (c) sell or transfer WGW's products to a retailer, distributor, agent or broker; (d) sell or offer to sell WGW's products to any third party through any broker or agent; or (e) sell any products purchased from the WGW through any third-party channel, such as online marketplaces. Customer may not directly or indirectly assign any of Customer's rights or obligations under these Terms and Conditions without the prior written consent of WGW.

MINIMUM ADVERTISED PRICE POLICY ("MAP Policy"): Customer agrees to adhere to WGW's MAP Policy. WGW has the right to amend the MAP Policy at any time. A current copy of WGW's MAP Policy can be obtained at <https://www.westerngloveworks.ca/retailerterms/>.

TERMINATION: These Terms and Conditions may be terminated at any time by WGW with or without notice to Customer, without limiting Customer's obligation in respect of orders accepted by WGW. WGW may terminate these Terms and Conditions and cancel all pending orders immediately upon notice if: (a) Customer is in breach of these Terms and Conditions; or (b) Customer becomes insolvent, a petition in bankruptcy is filed by or against the Customer, or Customer

makes an assignment for the benefit of its creditors; or a receiver or trustee is appointed for any of the Customer's property.

ENTIRE AGREEMENT: Customer agrees that these Terms and Conditions as set forth herein shall constitute the entire agreement between Customer and WGW and that all sales and/or transactions between Customer and WGW shall be governed solely by these Terms and Conditions. Any additional and/or different terms and conditions, including but not limited to any Customer purchase orders, are hereby expressly rejected and will be of no force and effect. These Terms and Conditions may not be modified except by prior written consent of WGW. WGW reserves the right to change any of the Terms and Conditions on thirty (30) days advance notice.

FORCE MAJEURE: WGW shall not be liable or responsible to Customer, or be deemed to have defaulted under or breached these Terms and Conditions, for any failure or delay in its performance under these Terms and Conditions due to acts or circumstances beyond WGW's control, including, without limitation, acts of war, acts of God, epidemics, pandemics, public health emergencies, earthquakes, floods, embargoes, riots, sabotage, terrorism, or governmental acts.

GOVERNING LAW: For purchases made within the United States, these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Delaware and the applicable federal laws of the United States. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the State of Delaware for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

For purchases made within Canada, these Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Manitoba and the applicable laws of Canada. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Manitoba for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

RELATIONSHIP OF PARTIES: Customer and WGW are each independent contractors, and neither party is an employee, agent, representative, partner, or joint venturer of the other. Neither Customer nor WGW has any authority to assume or create any obligation or liability of any kind on behalf of the other.

WAIVER: No failure or delay by WGW in exercising any of its right, power or privilege hereunder shall operate as a waiver of such right, power or privilege.

SEVERABILITY: The invalidity, illegality, or unenforceability of any provision in these Terms and Conditions does not affect any other provision herein, or the validity, legality, or enforceability of such provision in any other jurisdiction.

MISCELLANEOUS: Customer shall execute and deliver all such further documents and instruments and do all acts and things as WGW may reasonably require to carry out the full intent and meaning of these Terms and Conditions. Time is of the essence for Customer's obligations under these Terms and Conditions. These Terms and Conditions shall enure to the benefit of and be binding on the parties, their respective successors and permitted assigns. Notices to Customer will be sent to the Billing Address set out on the first page of the Customer Profile Form. Notices to WGW will be sent to **555 Logan Avenue, Winnipeg, MB, Canada, R3A 0S4**. These Terms and Conditions may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument. The *United Nations Convention on Contracts for the International Sale of Goods* will not be applicable to these Terms and Conditions.