

TERMS OF USE

Last Updated: [March 4, 2021]

THIS FOLLOW TERMS OF USE (THE “TERMS”) CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE OPERATOR OF THIS WEBSITE, HATCO INTERNATIONAL (HEREAFTER, “HATCO,” “WE,” “US” OR “OUR”). PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS CONCERNING YOUR USE AND ACCESS TO ANY HATCO WEBSITES, INCLUDING CAPSANDSHIRTS.COM AND ANY SUB-DOMAINS OR RELATED SITES (INCLUDING, WITHOUT LIMITATION, SHOP CAPSANDSHIRTS.COM), AND HATCO ONLINE TOOLS AND APPLICATIONS (INCLUDING THE ONLINE STORE ACCESSIBLE VIA SHOP.CAPSANDSHIRTS.COM) (ALL OF THE FOREGOING COLLECTIVELY REFERRED TO AS THE “WEBSITE”). THE TERMS APPLY TO ALL USERS OF THE WEBSITE AND THE SERVICES OFFERED THROUGHOUT THE WEBSITE (COLLECTIVELY REFERRED TO AS THE “SERVICE”).

THE TERMS ARE INTENDED FOR ALL USERS OF THE WEBSITE AND SERVICE, INCLUDING THOSE WHO ARE SIMPLY NAVIGATING THE WEBSITE OR THOSE WHO REGISTER AN ACCOUNT TO PURCHASE OUR GOODS. BY USING OR ACCESSING THE WEBSITE OR SERVICE, YOU AGREE TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE THE WEBSITE OR SERVICE. IF YOU (OR THE BUSINESS ENTITY WHOM YOU REPRESENT OR ARE ACTING ON BEHALF) HAVE A SEPARATE AGREEMENT WITH HATCO (INCLUDING, WITHOUT LIMITATION SPECIFIC PURCHASE ORDER AGREEMENTS), THE TERMS OF THAT SEPARATE AGREEMENT(S) SHALL GOVERN TO THE EXTENT THEY ARE INCONSISTENT WITH OR OTHERWISE CONFLICT WITH ANY OF THE TERMS.

1. Privacy: Any information (including personally identifiable information and payment account information) you submit to the Service is governed by the Privacy Policy. The Privacy Policy encompasses all information you may provide via the Website or Service either for purposes of creating an account, utilizing any features of the Service, making user submissions, submitting inquiries or to receive further information, updates, and promotions about or related to the Website or Service.

2. Amendments to the Terms of Use: HATCO reserves the right, at our sole discretion, to change, modify or otherwise alter the Terms at any time. Any such modifications shall become effective immediately upon the posting thereof. It your responsibility to review the Terms on this web page on a regular basis to keep yourself informed of any modifications.

3. Eligibility:

Account Registration: As a condition of your use of certain features of the Service, you may be required to register an account with HATCO and must provide true and accurate account information at all times (including, without limitation, ensuring that your account information always remains current by updating your account profile.)

Account Security: As part of the registration process, you will be instructed to choose a username and password. The selected username and password may only be used by you. You are solely responsible for maintaining and protecting the confidentiality of your username and password and are fully responsible for all activities that occur thereunder. We reserve the right to reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark on those usernames. Accounts using business names and/or logos to mislead others will be permanently suspended.

Minimum Age: The Website and Service are intended solely for persons who are 18 years of age or older. Any access to or use of the Website or Service by anyone under 18 years of age is expressly prohibited. By accessing or using the Website or Services, you represent and warrant that you are 18 years old or older.

4. ORDERING TERMS & CONDITIONS

ORDER MINIMUMS (*ALL ORDERS*)

· A minimum order of 12 pieces (1 dozen) of the same style, size and color is required.

- Order increment(s) of 12 pieces (1 dozen) per SKU of style, size and color is required.

- Styles may be combined to receive the next column pricing.

SHIPPING (Based on Stock Availability)

- Orders placed by 11:00 pm will ship the same day unless otherwise advised.

- All orders are shipped from multiple warehouses throughout the United States and shipped by UPS, FedEx, or designated forwarder.

- Insurance charges (when applicable) will be added to all shipments.

- You will be advised of any delay to your order asap.

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- New account orders are shipped credit card (Visa, MasterCard, American Express and Discover).

- Returned checks sent in for pre-payment are subject to a \$40.00 service charge per returned check.

- We reserve the right not to accept an order paid with a credit card when the shipping and billing address is different and receivers address cannot be verified with the billing address.

CLAIMS AND RETURNS

- Claims for shortages, damages, or incorrect merchandise due to Hatco's error must be made within five (5) days of your receipt of goods.

- **Headwear and Apparel must be inspected before embellishing. Customers are responsible for verifying style, color, size, and quality of headwear.**

- **Embroidered or printed headwear and apparel is not returnable.**

- Under NO circumstances are we responsible nor will we incur embroidery costs on incorrectly ordered goods being returned, no matter the reason.

- No returns accepted without a return authorization number (RMA#) and must be returned to our warehouse no more than two (2) weeks after receipt.

- Defective merchandise must have tape placed over the flaw before returning.

- All refused shipments are subject to a 20% restocking fee in addition to shipping charges.

- All returns are subject to a 15% restocking fee in addition to shipping charges.

- All prices are subject to change without notice.

- HATCO assumes no responsibility and shall incur no liability whatsoever if price change notices are not received.

- SAMPLES: Subject to surcharge and are not refundable.

5. Use of the Website/Service by All Users

PRODUCTS/SERVICES INFORMATION: We strive to ensure that information on the website is complete, accurate and current. Despite our efforts, the information on the website may be inaccurate, incomplete, or out of date. We do not 100% guarantee the accuracy and how current the website's information is. All features, specifications, and other details of the products and services offered via the service and website and, as applicable, prices of products and services described or depicted on the Website are subject to change at any time without notice.

LIMITED LICENSE: By agreeing to the Terms, HATCO grants you a limited, reversible, non-exclusive, personal, non-sublicensable, non-transferable, non-assignable license to access and use the service for your personal or business entity use only. To the extent your use of the service encompasses Hatco's application or platform, or related tools provided through online software, the foregoing license is limited to accessing and using such software through a device owned or controlled by you or your business entity. HATCO expressly reserves all rights in its intellectual property associated with the Service not expressly granted to you in the Terms.

You acknowledge and agree that you will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial or any other non-personal purpose any content accessible via the service without the express written consent of HATCO. HATCO retains the right to determine whether your use of the service is consistent with the terms. We may suspend, restrict, or terminate your use of the website or services and to refuse any future use of all or portions of the website or services if your use breaches or fails to comply with any of the terms. Additionally, we may seek all other remedies available to it, including (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the Terms; and/or (b) seeking damages relating to any breach or failure to comply with any of the Terms.

Prohibited Use of the Website/Service: In consideration of being allowed to use the Service (or any portion or features thereof), you agree that the following actions, without limitation, shall constitute a material breach of the Terms:

- Utilizing the Service or otherwise engaging in conduct via the Service in violation of any applicable local, state, national, or international law or regulation.

- Interfering with or damaging the Service, including, without limitation, by viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology.

- Transmitting or submitting orders for materials that infringe or violate the intellectual property or contractual rights of others or the privacy or publicity rights of others.

- Using the Website or Services for any commercial or competitive purpose whatsoever without express, written permission from HATCO.

- Transmitting content that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person or entity as determined by HATCO in its sole discretion.

- Using the Service in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others.

- Collecting information about others, including e-mail addresses.

- Using any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic device, program, algorithm, or methodology which does the same things, to use, access, copy, acquire information, generate impressions, or clicks, input information, store information, search, generate searches, or monitor the Service or any portion thereof, without the express, written consent of the HATCO.

- Taking any action with respect to the Service which we deem to be (in our sole and absolute discretion) inappropriate for, damaging to, or not in the best interest of, the Service or the best interests of HATCO's business operations.

- Assisting any other party in doing or engaging in any of the foregoing conduct.

HATCO expressly reserves the right, in its sole discretion, to terminate a user's access to the Service or any portion thereof due to any act that would constitute a violation of the Terms. In addition to violating the Terms, the foregoing actions on your part, or on behalf of any entity you are employed or otherwise acting as an agent for, involving intentional, unauthorized access of a protected computer or user accounts, may constitute a violation of state and federal law, including, but not limited to the Computer Fraud and Abuse Act (18 U.S.C. § 1030), and may potentially subject you and any affiliated parties to civil liability and criminal prosecution.

Third Party Content and Websites. The Service (and any portions thereof) may contain features and functionalities that may link to other websites with goods and services offered by third parties which may be of interest to you. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by HATCO of the linked website and/or the content and materials found at the linked website, except as specifically stated otherwise by HATCO. It is your responsibility to take precautions to ensure that whatever you select for your use is free of viruses or other items of an intrusive nature. We do not accept responsibility for those sites. Accessing any such links from the Service to gain access to other websites is at your own risk.

6. Termination. HATCO reserves the right to terminate your account and access to the Service at any time. Termination by HATCO shall include removal of access to the Service, deletion of your password, deletion of all related information and files, may include the deletion of content associated with your account (or any part thereof), and other steps intended to bar your further use of the Service.

7. Modification, Limitation and Discontinuance of the Service. HATCO reserves the right at any time to limit access to, modify, change, or discontinue any aspect of the Service with or without notice to you. In no event will HATCO be liable to you for any such modification, suspension, or discontinuance of the Service. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you. You agree that HATCO will not be liable to you or to any third party for any such limitation, modification, change, suspension, or discontinuance of the Service.

8. Intellectual Property. Except where expressly stated otherwise, HATCO LLC is the owner, or the licensee of all intellectual property rights associated with the Website and Service and/or located on any HATCO websites, online tools or mobile applications and in the materials published or otherwise made available via the Website or Service. Those works, marks or inventions are protected by copyright, patent and trademark laws and treaties around the world and may not be modified, copied, printed, reproduced, distributed, republished, performed, downloaded, displayed, posted, transmitted and/or otherwise used in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, unless expressly permitted by us. Except where expressly provided otherwise by us, nothing made available to users via the Service may be construed to confer any license or ownership right in or materials published or otherwise made available through our site or our services, whether by estoppel, implication, or otherwise. All rights not granted to you in the Terms are expressly reserved by us.

9. DISCLAIMER: UNLESS PROVIDED FOR IN A SEPARATE AGREEMENT BETWEEN YOU AND HATCO, THE WEBSITE AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HATCO ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE WEBSITE OR SERVICE. HATCO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE

SERVICE WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR WE COLLECT WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN THE SERVICE (OR ANY PORTION OR FEATURE THEREOF) WILL BE CORRECTED. YOU AGREE THAT USE OF THE SERVICE IS AT YOUR OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HATCO OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OF ANY KIND. IN SOME JURISDICTIONS, DISCLAIMERS OF IMPLIED WARRANTIES ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU AS THEY RELATE TO IMPLIED WARRANTIES

10. LIMITATION OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF HATCO INTERNATIONAL, OR ANY OF ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS, EXCEED **\$100.00**. YOU EXPRESSLY UNDERSTAND AND AGREE THAT HATCO WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF HATCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE ANY ASPECT OF THE WEBSITE OR SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE WEBSITE OR SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE WEBSITE OR SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY HATCO OR OUR FAILURE TO PROVIDE THE WEBSITE OR SERVICE OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. THIS PARAGRAPH SHALL NOT AFFECT THE RIGHTS LISTED BELOW IN THE SECTION TITLED "INDEMNIFICATION."

11. INDEMNIFICATION. You (and/or the business entity you represent) agree to indemnify, defend and hold harmless HATCO INTERNATIONAL, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of the Terms by you; (b) any content or other information provided by you to HATCO or that you submit, transmit or otherwise make available through the Service; (c) your use of the Website or Service; or (d) any violation of any rights of another or harm you may have caused to another. HATCO shall retain sole control of the defense of any such damage or claim.

12. No Agency. Except where provided for in a separate agreement with HATCO, no agency, partnership, joint venture, or franchiser-franchisee relationship is intended or created by the Terms. Without limiting the foregoing, except as expressly set forth herein, HATCO is not acting and does not act as an agent for any user or visitor of the Website or Service.

13. Notice. You agree that HATCO may communicate any notices to you under the TERMS, through electronic mail, regular mail or posting the notices on the Website. All notices to HATCO will be provided by either sending: (i) an email to your registered e-mail account; or (ii) a letter sent via first class mailing, to the physical address associated with your account. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

14. Entire Agreement. Unless you enter into a separate written agreement with us that provides otherwise, this Agreement governs your use of the Website and Service and constitutes the entire agreement between you and HATCO. It supersedes any prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between you and HATCO regarding the subject matter contained in this Agreement.

15. Governing Law & Exclusive Venue. All claims relating to or arising out of your use of the Website or Service shall be governed by the laws of the State of Florida and litigated in the County of Broward in the State of Florida. Any disputes, actions, claims, or causes of action arising out of or in connection with the Terms or the Website or Service shall be subject to the exclusive jurisdiction of the state and federal courts located in the County of Broward in the State of Florida.

16. Miscellaneous. You may not assign these Terms without the prior written approval of HATCO. Any purported assignment in violation of this section shall be void. HATCO reserves the right to use third party providers in the provision of the Website

and Service. In the event of any litigation of any controversy or dispute arising out of or in connection with these Terms, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. All rights not expressly granted herein are reserved by HATCO.

17. Contact Us. Please feel free to contact us with any comments, questions, or suggestions you might have regarding the Website and Service. You may contact us as provided for on our contact page.