
STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale (these “Terms”) govern all quotations, order acknowledgments, sales, and deliveries of goods and related services by SWATH LLC, an Iowa limited liability company doing business as SWATH Branded Goods (“SWATH,” “we,” or “us”) to the purchaser identified on the applicable quotation or order acknowledgment (“Buyer”). Please read Section 1 and Sections 10 through 12 carefully — they limit our liability, disclaim certain warranties, and allocate responsibility for intellectual property in the artwork you provide.

1. Application of These Terms; Objection to Different Terms

These Terms apply to every quotation we issue, every order we accept, and every sale we make, and are incorporated by reference into each SWATH quotation, order acknowledgment, and invoice. Buyer accepts these Terms by any of the following: issuing a purchase order against a SWATH quotation, signing or otherwise assenting to a SWATH order acknowledgment, approving a production proof, or accepting delivery of goods.

SWATH'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO THESE TERMS. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS PROPOSED BY BUYER — INCLUDING TERMS CONTAINED IN A PURCHASE ORDER, VENDOR AGREEMENT, SUPPLIER PORTAL, CLICK-THROUGH, INVOICE APPROVAL SYSTEM, OR ANY OTHER BUYER DOCUMENT — ARE HEREBY OBJECTED TO AND REJECTED, AND DO NOT BECOME PART OF THE AGREEMENT UNLESS SPECIFICALLY AGREED TO BY SWATH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SWATH.

SWATH's commencement of performance or shipment of goods does not constitute acceptance of Buyer's terms and does not waive this Section. The version of these Terms in effect on the date of the applicable order acknowledgment governs that order.

2. Quotations and Pricing

Quotations are valid for thirty (30) days from the date issued unless a different validity period is stated on the quotation, and are not offers capable of acceptance after they expire.

Quoted prices are based on the specific product, quantity, decoration method, number of imprint colors, and number of imprint locations stated on the quotation. Any change to those specifications — including a change in quantity — voids the quoted pricing and requires re-quotation.

Unless expressly stated on the quotation, quoted prices exclude freight, handling, setup charges, run charges for additional colors or locations, artwork redraw or vectorization charges, PMS color match charges, spec samples, rush or expedited production, expedited delivery, and all applicable taxes.

Quoted prices are based on supplier pricing and product availability at the time of quotation. Stock is not reserved and pricing is not locked until Buyer issues a purchase order and SWATH issues an order acknowledgment. If a supplier's price increases between quotation and order placement, SWATH will notify Buyer of the revised price before proceeding; if the increase exceeds five percent (5%) of the quoted price, Buyer may cancel the affected line without charge by written notice within three (3) business days of that notification.

Typographical, clerical, and calculation errors in a quotation, acknowledgment, or invoice are subject to correction.

3. Orders and Acceptance

An order becomes binding on SWATH only when SWATH issues a written order acknowledgment or places the corresponding order with its supplier, whichever occurs first. SWATH may decline any order in whole or in part.

Orders are subject to supplier minimum order quantities and to product availability. If a product becomes unavailable, discontinued, or backordered, SWATH will notify Buyer and offer a comparable substitute, a revised delivery date, or cancellation of the affected line.

4. Artwork, Proofs, and Approval

Buyer is responsible for furnishing production-ready artwork in the format specified by SWATH or its supplier. Artwork that requires redrawing, vectorization, color separation, or other preparation may be subject to additional charges, which will be quoted before the work is performed.

SWATH will issue a virtual proof showing the imprint size, color, and placement. No order is released to production until Buyer approves the proof in writing. Verbal approval is not accepted and is not sufficient to release production.

Buyer is solely responsible for reviewing and verifying the proof in its entirety, including spelling, grammar, punctuation, layout, imprint colors, imprint dimensions and placement, product selection, product color, sizes and size distribution, decoration method, and quantity.

THE PROOF APPROVED IN WRITING BY BUYER IS THE CONTROLLING SPECIFICATION FOR THE ORDER AND SUPERSEDES ALL PRIOR QUOTATIONS, PURCHASE ORDERS, EMAILS, SAMPLES, AND OTHER COMMUNICATIONS AS TO THE ITEMS SHOWN ON IT. SWATH IS NOT RESPONSIBLE FOR ANY ERROR CONTAINED IN AN APPROVED PROOF.

Production time begins on the date of written proof approval, not on the date of the purchase order. Delay in proof approval will delay the ship date accordingly, and SWATH is not responsible for a missed in-hands date caused by delayed approval, delayed artwork, or delayed payment of a required deposit.

5. Intellectual Property — Buyer's Warranty and Indemnity

Buyer represents and warrants that it owns, or holds all licenses, permissions, releases, and other rights necessary to use and to authorize the reproduction of, all artwork, logos, trademarks, service marks, trade dress, copyrighted material, designs, text, photographs, names, images, likenesses, and other content that Buyer furnishes to SWATH or approves for production (collectively, "Buyer Materials").

Buyer grants SWATH and its suppliers, decorators, and fulfillment partners a limited license to reproduce, modify for production purposes, and apply the Buyer Materials to the goods for the sole purpose of fulfilling Buyer's order.

BUYER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SWATH AND ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND DECORATORS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS, FINES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING OUT OF OR RELATING TO: (A) ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE DRESS, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT; (B) ANY ACTUAL OR ALLEGED VIOLATION OF ANY RIGHT OF PUBLICITY OR PRIVACY; OR (C) ANY CLAIM OF DEFAMATION, FALSE ADVERTISING, OR UNFAIR COMPETITION — IN EACH CASE ARISING OUT OF OR RELATING TO THE BUYER MATERIALS OR TO ANY PROOF APPROVED BY BUYER.

SWATH may, in its sole discretion and without liability, decline, suspend, or cancel any order involving materials that SWATH believes in good faith may infringe or misappropriate the rights of a third party, may involve a licensed property for which Buyer has not demonstrated authorization, or may violate applicable law or a supplier's policies. Such action is not a breach of these Terms.

Buyer's obligations under this Section survive completion, cancellation, or termination of any order.

6. Color, Materials, and Production Variance

Virtual proofs and on-screen or printed representations are approximations. Screen and print reproduction of color is not exact, and a virtual proof is not a color-accurate representation of the finished product.

PMS and other color matching is approximate. Achievable color varies by decoration method, substrate, material, texture, and production lot. Metallic, fluorescent, and specialty inks are not reproducible in all methods and may not be available on all substrates. SWATH does not guarantee an exact color match and no claim will be accepted on that basis unless an exact match was expressly warranted in writing on the order acknowledgment.

Consistent with promotional products industry practice, suppliers may ship an overrun or underrun of up to ten percent (10%) of the ordered quantity. Buyer will be invoiced for the actual quantity shipped. An overrun or underrun within this tolerance is not a defect and is not grounds for rejection, cancellation, or a claim. If Buyer requires an exact quantity, Buyer must state that requirement in writing before the order is placed, and additional charges may apply.

Products may vary from catalog, website, and sample representations in dimension, shade, finish, and materials. Suppliers may make minor product modifications without notice.

Where sizes are ordered in a distribution (as with apparel), Buyer is responsible for the size breakdown submitted. Size distributions are not adjustable after production release.

7. Changes and Cancellation

All requested changes to an accepted order must be submitted in writing and are effective only if confirmed by SWATH in writing. Changes are subject to supplier acceptance and may result in additional charges, revised pricing, and a revised ship date.

ONCE ARTWORK HAS BEEN RELEASED TO PRODUCTION FOLLOWING BUYER'S PROOF APPROVAL, ORDERS ARE NOT CANCELLABLE. IF BUYER CANCELS OR PURPORTS TO CANCEL AFTER PRODUCTION RELEASE, BUYER REMAINS RESPONSIBLE FOR THE FULL ORDER PRICE, OR AT SWATH'S ELECTION FOR ALL COSTS AND CHARGES INCURRED, INCLUDING GOODS, DECORATION, SETUP, RUN CHARGES, FREIGHT, AND ANY SUPPLIER CANCELLATION OR RESTOCKING CHARGE.

Cancellation before production release is permitted only with SWATH's written consent and is subject to all costs and charges already incurred, including setup charges, artwork charges, and supplier restocking or cancellation fees.

Decorated, customized, personalized, and made-to-order goods are not returnable and are not subject to restocking, except where the goods are nonconforming under Section 9.

8. Delivery, Title, and Risk of Loss

Goods are generally shipped by SWATH's supplier directly to the destination Buyer designates. SWATH does not maintain inventory, and does not decorate, warehouse, or fulfill goods at its own premises.

Ship dates and in-hands dates are good-faith estimates calculated from the date of written proof approval. They are not guarantees. SWATH is not liable for delay caused by a supplier, a carrier, weather, customs, or any cause beyond SWATH's reasonable control, and delay does not entitle Buyer to cancel an order in production or to withhold payment.

UNLESS OTHERWISE STATED ON THE ORDER ACKNOWLEDGMENT, ALL SALES ARE F.O.B. SHIPPING POINT. TITLE AND RISK OF LOSS PASS TO BUYER UPON DELIVERY OF THE GOODS TO THE CARRIER.

Freight is separately stated and, where estimated at the time of order, is billed at actual cost. Buyer is responsible for accurate delivery addresses; charges for address correction, reconsignment, redelivery, storage, or a refused shipment are Buyer's responsibility.

Buyer must inspect each shipment on receipt, note any visible damage or shortage on the carrier's delivery receipt at the time of delivery, and retain all packaging. Failure to note damage on the delivery receipt may bar recovery from the carrier.

9. Shortages, Defects, and Claims

ALL CLAIMS FOR SHORTAGE, DAMAGE, DEFECT, OR NONCONFORMITY MUST BE MADE IN WRITING AND RECEIVED BY SWATH WITHIN TEN (10) BUSINESS DAYS AFTER DELIVERY. GOODS MUST BE RETAINED IN THEIR ORIGINAL CONDITION AND PACKAGING AND MADE AVAILABLE FOR INSPECTION AND, IF REQUESTED, RETURN. GOODS NOT TIMELY CLAIMED ARE CONCLUSIVELY DEEMED ACCEPTED.

No goods may be returned without SWATH's prior written return authorization. Goods that have been distributed, used, further decorated, altered, or laundered may not be claimed.

FOR ANY GOODS PROPERLY AND TIMELY CLAIMED AS NONCONFORMING, BUYER'S SOLE AND EXCLUSIVE REMEDY, AND SWATH'S ENTIRE LIABILITY, IS — AT SWATH'S OPTION — REPLACEMENT OF THE NONCONFORMING GOODS, OR CREDIT OR REFUND OF THE PURCHASE PRICE ALLOCABLE TO THE NONCONFORMING GOODS. THIS REMEDY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REMEDIES.

A claim as to part of a shipment does not entitle Buyer to reject the balance of the shipment or to withhold payment on any other order.

10. Warranty and Disclaimer

The goods SWATH sells are manufactured and decorated by third-party suppliers. SWATH passes through to Buyer, to the extent transferable, whatever warranty the manufacturer or supplier extends on the goods, and will use commercially reasonable efforts to assist Buyer in pursuing a supplier warranty claim. SWATH does not itself manufacture or decorate the goods.

SWATH warrants only that it will perform its own services in a competent and workmanlike manner consistent with promotional products industry practice.

EXCEPT FOR THE EXPRESS WARRANTY STATED IMMEDIATELY ABOVE, SWATH MAKES NO WARRANTIES OF ANY KIND, AND SWATH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THAT THE GOODS ARE SUITABLE AND LAWFUL FOR BUYER'S INTENDED USE, RECIPIENTS, AND DISTRIBUTION CHANNEL, INCLUDING WITHOUT LIMITATION ANY USE INVOLVING CHILDREN, FOOD OR BEVERAGE CONTACT, PERSONAL PROTECTIVE EQUIPMENT, MEDICAL OR THERAPEUTIC APPLICATION, OR DISTRIBUTION OUTSIDE THE UNITED STATES. SWATH MAKES NO REPRESENTATION THAT ANY PRODUCT MEETS ANY PARTICULAR REGULATORY, SAFETY, TESTING, OR CERTIFICATION STANDARD UNLESS SUCH A STANDARD IS EXPRESSLY STATED ON THE ORDER ACKNOWLEDGMENT.

11. Limitation of Liability

IN NO EVENT SHALL SWATH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, DAMAGE TO REPUTATION, COST OF SUBSTITUTE GOODS OR SERVICES, COST OF A REPRINT OR REORDER PERFORMED BY A THIRD PARTY, OR COSTS ASSOCIATED WITH A MISSED EVENT, CAMPAIGN, OR DEADLINE — EVEN IF SWATH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

SWATH'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO ANY ORDER, THE GOODS SOLD UNDER IT, OR THESE TERMS — WHETHER THE CLAIM IS BROUGHT IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, STATUTE, OR ANY OTHER THEORY — SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY BUYER TO SWATH FOR THE SPECIFIC ORDER GIVING RISE TO THE CLAIM.

The parties agree that the limitations in this Section reflect a deliberate and reasonable allocation of risk between them, are an essential basis of the bargain, and are reflected in the price of the goods. Nothing in this Section limits Buyer's payment obligations or Buyer's indemnity obligations under Section 5.

ANY ACTION ARISING OUT OF OR RELATING TO AN ORDER OR THESE TERMS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OR IT IS PERMANENTLY BARRED.

12. Payment Terms

Unless SWATH has extended written credit terms, orders from new accounts require a deposit of fifty percent (50%) of the order total at the time the order is placed, with the balance due before the goods ship. Production is not released until the deposit is received.

For accounts to which SWATH has extended written credit terms, payment is due net thirty (30) days from the invoice date. SWATH may require a credit application, trade references, and a personal or corporate guaranty, and may modify or withdraw credit terms at any time on written notice.

Past-due balances accrue a service charge of one and one-half percent (1.5%) per month (18% per annum), or the maximum rate permitted by Iowa law if lower, from the due date until paid. Buyer is responsible for all costs of collection, including reasonable attorneys' fees, court costs, and collection agency fees.

SWATH may withhold shipment, suspend production, or decline to accept new orders while any balance is past due, without liability and without waiving any other remedy.

If Buyer disputes any portion of an invoice, Buyer must notify SWATH in writing within ten (10) business days of the invoice date, identifying the disputed amount and the basis for the dispute. Undisputed amounts remain due on the original due date. Buyer may not set off, deduct, or withhold any amount owed to SWATH against any claim.

Returned payments and failed transfers are subject to a \$35 charge. Payment by credit card may be subject to a separately stated processing surcharge where permitted by law.

13. Taxes and Exemption Certificates

All prices exclude sales, use, excise, and similar taxes. Buyer is responsible for all such taxes other than taxes on SWATH's net income.

Taxable deliveries within Iowa are subject to Iowa state and applicable local option sales tax on the goods, decoration, and setup charges. Separately stated delivery charges are treated as exempt under Iowa law.

Buyer claiming resale or another exemption must furnish a properly completed exemption certificate acceptable to SWATH before invoicing. Absent a valid certificate on file, tax will be charged. If an exemption Buyer claimed is later disallowed, Buyer is responsible for the tax, together with any interest and penalty assessed.

For deliveries outside Iowa where SWATH is not registered to collect, no Iowa tax is charged and Buyer is responsible for any applicable use tax in the destination jurisdiction.

14. Samples

Random samples and spec samples are billed at the rates stated on the quotation. Random samples returned in resalable condition within the period stated on the invoice may be credited, less freight. Spec samples, which are decorated to Buyer's artwork, are non-returnable and non-creditable.

15. Confidentiality

Each party will use reasonable care to protect non-public information the other party designates as confidential, will use it only in connection with the order, and will not disclose it to third parties other than to employees, suppliers, and advisors who need it and are bound by comparable obligations. This does not apply to information that is public, independently developed, rightfully received from another source, or required to be disclosed by law.

Unless Buyer notifies SWATH otherwise in writing, SWATH may identify Buyer as a customer and display non-confidential images of completed work in SWATH's portfolio and marketing materials, provided such use does not disclose pricing or confidential program details.

16. Force Majeure

SWATH is not liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, fire, flood, severe weather, epidemic or pandemic, war, terrorism, civil unrest, labor dispute, strike, shortage or unavailability of materials or components, supplier or decorator failure, carrier delay or capacity shortage, port congestion, tariff or customs action, governmental order, utility failure, cyber incident, or communications outage. SWATH will notify Buyer and may extend the delivery date, allocate available supply, substitute comparable goods, or cancel the affected portion of the order without liability.

17. Governing Law, Venue, and Attorneys' Fees

These Terms and every order are governed by the laws of the State of Iowa, including the Iowa Uniform Commercial Code, without regard to conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

THE EXCLUSIVE VENUE AND JURISDICTION FOR ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR ANY ORDER IS THE STATE AND FEDERAL COURTS LOCATED IN LINN COUNTY, IOWA, AND EACH PARTY IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION AND VENUE IN THOSE COURTS AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS.

In any action to enforce these Terms or to collect amounts owed, the prevailing party is entitled to recover its reasonable attorneys' fees and costs.

18. General

These Terms, together with the applicable SWATH quotation and order acknowledgment and the proof approved by Buyer, constitute the entire agreement between the parties as to the order and supersede all prior and contemporaneous proposals, negotiations, representations, and understandings, whether written or oral.

No waiver of any provision is effective unless in writing signed by SWATH, and no waiver on one occasion operates as a waiver on any other occasion. If any provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or severed, and the remaining provisions will continue in full force.

Buyer may not assign an order or delegate its obligations without SWATH's prior written consent. SWATH may use suppliers, decorators, and fulfillment partners in performing an order. The parties are independent contractors; nothing creates a partnership, joint venture, agency, or employment relationship.

Notices must be in writing and are effective when delivered by hand, by nationally recognized overnight courier, or by email with confirmation of receipt, to the addresses on the order acknowledgment.

Sections 5, 9, 10, 11, 12, 13, 15, 17, and 18 survive completion, cancellation, or termination of any order.

SWATH may revise these Terms at any time by posting a revised version. The version in effect on the date of the applicable order acknowledgment governs that order. The current version is available at swathbranded.com/terms.

SWATH LLC dba SWATH Branded Goods · Cedar Rapids, Iowa · (319) 214-0322 · ryan@swathbranded.com · swathbranded.com

Standard Terms and Conditions of Sale, Version 1.0, effective August 1, 2026. The current version is published at swathbranded.com/terms. Superseded versions are retained on file. The version in effect on the date of the applicable order acknowledgment governs that order.