



TERMS AND CONDITIONS - CUSTOM

These Terms and Conditions are part of the Custom Sales Agreement ("Agreement") between the customer named in the Agreement ("Customer") and CUORE of Switzerland Performance Apparel Ltd., 398-2416 Main Street, Vancouver, BC V5T 3E2, Canada ("CUORE"). All defined terms used in these Terms and Conditions that are not otherwise defined here have the meaning set out in the Agreement. Upon acceptance by both parties, these Terms and Conditions become a contract to the exclusion of any other terms and conditions inconsistent with them.

1. Payment Terms

The Payment Terms are specified in a Final Quote. [For example, 50%-50% means that a deposit of 50% of the Total Amount listed on the Final Quote is required upon acceptance of the Agreement. Completed orders will ship upon payment of the 50% balance due.]

2. Acceptable Forms of Payment

- (1) CUORE will accept the following forms of payment: Cheque, Visa, MasterCard, American Express, Discover Card, Wire Transfer, or Direct Debit Cards. All payments are to be made in Canadian dollars.
- (2) Upon mutual acceptance of the Terms and Conditions, and only upon request, Customers with 50%-50% terms shall provide CUORE with the following information, which will be securely encrypted into CUORE's accounting system: a) Type of Card; b) Credit Card No.; c) Expiration Date; d) Security Code; e) Name on Card; and f) Cardholder's Billing Address. Such Customers hereby authorize CUORE to charge its/his/her credit card 50% of the Total Amount listed on the Final Quote as a deposit for custom merchandise, with the balance due upon shipment. For security purposes, do not write or enter this information on the contract.

3. Final Quote

All Final Quotes are valid for seven (7) days from the date the quote is issued. The Final Quote will not include taxes. Customer's acceptance of this Agreement represents acceptance of the Final Quote and the goods referred to therein and is deemed Customer's agreement with these Terms and Conditions.

4. Pricing

Prices are subject to change and are quoted in Canadian dollars. Upon CUORE's acceptance of this Agreement, Customer agrees to the price, product specification, and these Terms and Conditions of Sale. Price differences related to future or past prices published for CUORE products are not refundable.

5. Final Customer Artwork

Customer understands that this is a custom order produced to the Customer's specifications. There are no refunds or returns. Customer understands that it is its/his/her sole responsibility to scrutinize the artwork for accuracy. By executing this Agreement, Customer understands that it/he/she is accepting the final artwork as accurate and, once the artwork is accepted by Customer, no design or order changes will be accepted, and Customer will be charged in accordance with the Final Quote.

6. Order Acceptance

This Agreement is subject to acceptance by CUORE. CUORE reserves the right at any time after receipt of this Agreement to accept or decline Customer's custom order for any reason. Verification of information prior to the acceptance of any order may be required. Written acceptance or rejection of Customer's custom order will be provided by CUORE, the date of which, if accepted, shall become the effective date of this Agreement.

7. Production

An Order will not be placed, and production will not commence, until: (1) the final artwork has been approved by signature of the Customer; (2) where Customer claims an exemption from any tax, the exemption documentation described under Taxes has been provided to and accepted by CUORE; (3) all Terms and Conditions of the Agreement have been agreed upon by the Customer and CUORE; and (4) the 50% deposit, if applicable, has been paid.

8. Taxes

CUORE is required by law to collect the applicable federal, provincial, and territorial taxes, including goods and services tax (GST), harmonized sales tax (HST), provincial sales tax (PST), and Quebec sales tax (QST) where they apply, based on the shipment destination specified by the Customer, unless the Customer is tax exempt or will take responsibility for payment of the taxes itself/himself/herself. A Customer claiming an exemption must provide valid exemption documentation with the order, such as an exemption certificate or the applicable registration number. An order claiming an exemption will not be accepted and processed until CUORE has received that documentation. If an order is shipped outside of Canada, Customer will be responsible for the payment of any duties, tariffs, import taxes, brokerage fees, or similar charges imposed.



9. Shipping Charges

Shipping dates are approximate. Regular ground shipping charges are included in the price of the product and the product will be shipped via the most economical regular ground shipping method available. In the event that Customer requests that CUORE use an expedited method of shipping, Customer agrees to pay for the expedited shipping costs.

10. Delivery time, Shipment, Transfer of Risk

- (1) Shipment shall only be made against prepayment. 50% of the invoice amount shall be due upon placing the order, the remaining 50% of the invoice amount before delivery. Delivery times and delivery schedules shall only be binding when expressly confirmed by CUORE in writing. Delays in payment may result in a delay of shipment. While the customer is reviewing the design approval (so-called "good for print"), the delivery time is paused, from the day the approval is sent to the customer until the approval is received. If the customer requires further chargeable amendments to the order, a new delivery time starting from the date of the new printing approval shall apply.
- (2) If CUORE misses a confirmed delivery date through its own fault, CUORE will be in default only after the customer has given written notice and a reasonable period of time to deliver. A Force Majeure event, as described below, entitles CUORE to postpone delivery for as long as the hindrance lasts.
- (3) Delivery shall be made for the account of and at the risk of the customer, including carriage-paid shipments. Risk shall be transferred to the customer as soon as the consignment has been handed over to the person or company responsible for carriage. If the customer requests a specific mode of delivery or dispatch route, the customer has to cover the extra expenses thereby incurred. The customer shall inspect the delivery immediately after receipt for completeness and proper condition. Should the parcel be damaged, the customer shall inform the carrier immediately and have the damage assessed on the spot.

11. Delivery

Delivery is subject to production schedules unless a specific date has been agreed upon in writing. CUORE shall not be liable for special, indirect, consequential, or punitive damages because of any delay or failure to make delivery.

12. Force Majeure

CUORE shall not be responsible for delays in producing, procuring or delivering the custom goods caused by acts of God, fires, war, terrorism, riot or insurrection, strikes, lockouts or other labour disputes, government interference, inability to secure transportation, weather conditions, or other contingencies out of CUORE's control.

13. Cancellations

No cancellations will be permitted on custom sublimation orders. In the event that Customer cancels the custom order, Customer agrees that (i) any amounts paid to CUORE for custom sublimation orders will be retained by CUORE as a reasonable pre-estimate of the costs and losses CUORE incurs on a cancelled custom order, and/or (ii) CUORE shall be authorized to retain any cancelled goods already produced for its own use or sale.

14. Production Overruns

Unless otherwise specified, a production overrun of 5 to 10% will be allowed. CUORE shall be authorized to retain any production overruns for its own use or sale.

15. Repeat Orders

Original production materials will be held on file for twelve months unless otherwise required by the Customer. After 12 months, original production materials will be disposed of without further notice to the Customer. Repeat orders will be accepted on a minimum quantity basis of 25 pieces unless otherwise agreed in writing.

16. Fabric Types and Characteristics

- (1) CUORE offers custom apparel using two primary fabric types, each with distinct characteristics and performance attributes. Customer acknowledges and agrees to the following:
- (2) Dyed Fabrics: Garments produced using pre-dyed fabrics offer richer, more saturated colours and enhanced durability compared to printed fabrics. However, design customization options are limited due to the manufacturing process. Dyed fabrics are recommended for customers prioritizing longevity and colour depth.
- (3) Prepared for Print (PFP) Fabrics: Garments produced using PFP fabrics allow for unlimited design customization and full-colour printing capabilities. However, Customer acknowledges that PFP fabrics have inherent limitations, including: (a) colours may appear less saturated than dyed fabrics; (b) the base white fabric may become visible when the garment is stretched during use; and (c) PFP fabrics are less durable than dyed fabrics and may show wear, fading, or degradation more quickly under normal use conditions.
- (4) Customer expressly acknowledges that reduced durability and colour visibility under stretch are known characteristics of PFP fabrics and not defects in materials or workmanship. Any complaints, warranty claims, or return requests related to these inherent PFP fabric



characteristics will not be accepted. Customer is solely responsible for selecting the appropriate fabric type based on their priorities regarding design flexibility versus durability and appearance.

17. Complaints, Material Defects

The customer shall check the correctness of the order confirmation and immediately raise any objections relating to it. Upon approval, CUORE shall not be liable for any mistakes missed during the proofing. Defects in part of a delivery do not entitle the customer to refuse or return the whole delivery. The customer shall inspect the goods immediately upon delivery and advise CUORE of any defects within the periods set out under Returns or Claims below or, where longer, the periods stipulated by law. CUORE reserves the right to repair, replace, or reduce the purchase price. Technically unavoidable tolerances in colour, quality, material, weight, and other specifications are not cause for complaint by the customer. Textile print may be subject to small tone fluctuations despite the greatest care, and screen settings may also cause slightly different tonal values. These slight deviations shall not be a cause for complaint by the customer.

18. Returns or Claims

Due to the custom nature of this order, all sales are final and no returns will be accepted unless the merchandise is defective or upon mutual written agreement of the parties. Customer must notify CUORE in writing within 48 hours of delivery of any merchandise that is visibly defective, damaged, or incomplete. Defects that could not reasonably have been found on inspection are dealt with under the Warranty section. Customer shall be responsible for the safe packaging and timely return of any defective merchandise. Claims for loss or damage sustained in transit must be made upon the delivering carrier by Customer. It is suggested that the Customer hold all damaged goods and retain all cartons and packing materials for inspection by the delivering carrier.

19. Warranty

- (1) CUORE of Switzerland products are built to last according to the legal definition that applies where you live, which can vary by province and country. CUORE of Switzerland products are fully warranted to the original owner against defects in materials and workmanship. If a product fails due to a manufacturing or material defect, CUORE will replace or repair it without charge, at its option. This warranty does not include product failures resulting from accidents, misuse, improper care, or normal wear. This warranty policy supersedes all previous warranty policies. Due to the unique process of sublimation, CUORE reserves the right to substitute a similar item if necessary. If Customer prefers to send the item to CUORE, shipping must be prepaid and insured. For hygiene reasons, products accepted for warranty must be clean. Please include your name, address, phone number, e-mail address and a description of the product defect, and ship to: CUORE of Switzerland, Attn: Warranty Department, 3121 Longhorn Rd, Suite A, Boulder, CO 80302, USA. CUORE is responsible for the customs duties, taxes and brokerage charges on warranty items sent from Canada to that address and on repaired or replacement items sent back to the Customer in Canada. Please note that while the sublimation process delivers outstanding colour, design and individuality, fading of the garment is normal over extended periods of time.
- (2) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OTHER THAN THE LIMITED WARRANTY SET FORTH ABOVE, CUORE SHALL NOT BE LIABLE TO THE CUSTOMER OR TO ANY PERSON WHO PURCHASES FROM THE CUSTOMER OR USES ANY PRODUCTS SUPPLIED BY CUORE FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY DELAY, ACT, ERROR, OR OMISSION OF CUORE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH ABOVE IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

20. Logos

The CUORE of Switzerland logo and trademarks will appear prominently on all products, generally in the locations specified within the design templates, though CUORE will work to accommodate Customer's designs where possible. Customer is not authorized to use any CUORE of Switzerland trademarks, except on the products ordered by Customer. No right, title, or interest in such trademarks is transferred to Customer by this Agreement. Customer acknowledges CUORE's ownership of and rights in such trademarks.

21. Ownership

All artwork shall become and remain the sole property of CUORE, and CUORE reserves the right to resell all uniform designs. Customer hereby grants to CUORE an exclusive, royalty-free right to sell the Products to third parties for resale or retail, including the right to use the Customer's Intellectual Property in the Products for: (a) the term of this Agreement and eighteen (18) months thereafter; or (b) until CUORE sells its inventory of the Products on hand at the time of termination, whichever is longer.

22. Moral Rights

Customer confirms that each author of any artwork or other Material that Customer supplies to CUORE has waived, in writing, all moral rights in that work in favour of CUORE, its licensees, and its successors, or has agreed not to assert them, for the uses described in these Terms and Conditions. Where Customer is an author of that work, Customer waives its/his/her moral rights in the same way.



23. Right to Use Trademarks

- (1) Customer represents and warrants to CUORE that it/he/she has the right to use, copy and distribute each trademark, trade name, logo, statement, graphic, artwork, name, photograph, portrait, picture, image or allusion of any person or any other intellectual property (collectively, the "Customer Intellectual Property") in the way it is to be printed or sublimated to materials ordered by the Customer from CUORE. Customer is solely responsible for obtaining proper permissions and licences, except as may be permitted by copyright law, from third parties whose rights may be violated or infringed upon by the use of any material protected by trademark, service mark, copyright or other proprietary rights (the "Material").
- (2) Customer warrants and covenants that, in obtaining the Material and submitting it to CUORE for reproduction, it/he/she has not violated the intellectual property rights of a third party. In connection with the Materials and Products ordered by Customer from CUORE, Customer agrees not to use or submit to CUORE any logo or other graphic Material in a manner that would infringe upon a third party's ownership rights in any copyright, trademark, service mark or other proprietary mark, intellectual property or Material. Customer also agrees not to use any logo or trademark in a vulgar, defamatory, disparaging or otherwise unlawful manner. CUORE assumes no responsibility for damages or any wrongdoing that the Customer may cause by using or submitting to CUORE a logo, trademark or copyrighted item in connection with the Materials ordered by Customer. Customer agrees to indemnify, defend, and hold harmless CUORE and its owners, officers, employees, representatives and agents from any suit, demand, claim, loss, liability, damage or expense made, asserted or filed against CUORE due to the alleged breach of these warranties and covenants or the unauthorized, improper, or illegal use of any logo, trademark, copyright or other intellectual property that is printed on, sublimated or otherwise applied to Products ordered or purchased by Customer from CUORE, and Customer also agrees to pay any judgment or settlement resulting from any suit, demand, or claim, along with any legal fees and all associated costs incurred by CUORE in defending against any such suit, demand, or claim.

24. Customer Information Policy

- (1) CUORE collects personal information from Customer, such as name, contact details, delivery address, sizing details, and payment information, to process and deliver the order, provide sizing and service support, and meet legal and tax obligations. CUORE uses security safeguards appropriate to the sensitivity of that information and limits access to the people who need it for these purposes. Customer information is stored in CUORE's database and will not be used or disclosed for any other purpose without notice to and consent from Customer, except where permitted or required by law.
- (2) CUORE may use service providers, such as payment processors, carriers, and production partners, to handle information for these purposes. CUORE's systems and some of its service providers are located outside Canada, so personal information may be stored or processed in other countries and may be accessible to courts, law enforcement, and other authorities there under local law.
- (3) Where Customer gives CUORE personal information about other individuals, such as the names, sizes, and contact details of team members, Customer confirms it has the consent needed to do so.
- (4) Customer may ask for access to or correction of the personal information CUORE holds about Customer, or may withdraw consent subject to legal and contractual limits, by writing to CUORE at the address above. Withdrawing consent may prevent CUORE from completing an order. CUORE handles personal information in accordance with Canada's Personal Information Protection and Electronic Documents Act and, where it applies, British Columbia's Personal Information Protection Act.

25. Legal Fees

If any legal action is necessary to enforce the terms and conditions of the Agreement, the prevailing party in such action shall be entitled to recover all reasonable legal fees, costs and expenses incurred in connection with such action.

26. Governing Law and Jurisdiction

The Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable there. The courts of British Columbia have exclusive jurisdiction over any action, suit or proceeding arising from the Agreement, and each party waives any objection to the venue of any such action, suit or proceeding in those courts, whether on the basis of an inconvenient forum or otherwise. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

27. Mandatory Law

Nothing in these Terms and Conditions limits or excludes any right that Customer has under consumer protection or other laws that cannot be limited or excluded by agreement. If any provision of these Terms and Conditions conflicts with such a law, the law prevails for the affected Customer to the extent of the conflict, and the remaining provisions stay in effect.



28. Entire Agreement and Amendment

The Agreement (including all of its constituent documents) constitutes the entire agreement and understanding between the parties with respect to the subject matter specified herein and all prior or contemporaneous oral and all prior written documents with respect to the subject matter hereof are hereby superseded. This Agreement may not be changed or modified except in a writing manually signed by a duly authorized representative of each party. No failure of either party to enforce any provisions hereof shall constitute a waiver by that party of its right subsequently to enforce the same or any other provision hereof. No waiver of any provision of this Agreement shall be effective unless in a writing manually signed by the party claimed to have waived such provision.

Errors and misprints excepted. Status: October 2026

ADDRESS:
CUORE of Switzerland
Performance Apparel Ltd.
398-2416 Main St.
Vancouver, BC V5T 3E2
CANADA

CONTACT:
E-Mail: info_us@cuore.com
www.cuore.com