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Hinano Tahiti Apparel
Mainland USA

Island Four-Cast, Inc.
15411 Red Hill Ave. Suite D Tustin, Ca 92780
Phone: 714.259.1361 Fax: 714.259.1362

Terms & Conditions

These Terms and Conditions apply to any merchandise or other products purchased from Island Four-Cast, Inc. delivered or used by Purchaser.

1) Payment

- a) All purchases under \$500 shall be paid COD. All other payments are due in full within thirty days after receipt of the merchandise. Purchaser agrees to pay sales, use, property, excise and other taxes and charges related to the purchase and shipment of the merchandise, other than those measured by Island Four-Cast's net income. All payments shall be unconditional and not subject to any abatement, reduction, setoff, counterclaim, or other defense, for any reason.
- b) A late charge of 1.5% per month shall accrue on all overdue amounts. If payment in full is not made and the matter is referred for collection, Purchase will be liable for all the costs of collection, including, but not limited to, reasonable attorney's fees, court costs, deposition and discovery expenses and other expense incurred in collection the balance due.
- c) Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received may be applied by -Island Four-Cast against any obligation the Purchaser has to Island Four-Cast, whether or not incurred in connection with a particular shipment for which it may be earmarked, regardless of any statement appearing on or referring to check, without discharging the Purchaser's liability for any balance or additional amounts owed to Island Four-cast, and acceptance by Island Four-Cast of such check shall not constitute a waiver of its right to pursue collection of any remaining balance(s).
- d) Prices for any undelivered product may be increased by Island Four-Cast prior to delivery if the costs of the supplies, raw materials, labor or services, or any increases in Purchaser's cost results from governmental action or any other act beyond the control of Island Four-Cast.
- e) Island Four-Cast may at any time in its sole discretion s change the terms and conditions of the extension of any credit extended to Purchaser. It is understood that this transaction is at arms length and NOT a consumer transaction as defined in the Uniform Commercial Code.
- f) Any freight, transportation costs, or other such charges or costs shall be the responsibility of Purchaser.

2) Deliveries/Title

- a) Subject to the right to stop delivery while in transit by Island Four-Cast, delivery of the merchandise to the carrier/shipper shall constitute delivery to Purchaser and all risk of loss shall be borne by Purchaser, however, title shall remain with Island Four-Cast until such time as payment in full has been tendered, received and finally negotiated.
- b) Freight terms are F.O. B. Island Warehouse's Warehouse (Irvine)
- c) Delays in delivery beyond the control of Island Four-Cast automatically extend the time for Island Four-Cast's performance by the number of days of delay plus 1 day for each ten days delay, or Island Four-Cast may at its sole discretion and option cancel the contract.

3) Orders

- a) All orders placed are subject to written acceptance by Island Four-Cast.
- b) Any merchandise not normally stocked or otherwise deemed a special order due to timeliness or quantity shall be non-cancelable and non-refundable after Island Four-Cast accepts the order. Orders for all other merchandise may not be canceled after Island Four-Cast delivers the merchandise to the carrier/shipper.
- c) In the event of a shortage of merchandise, Island Four-Cast reserves the right to with unfettered discretion prioritize the allocation of the delivery of merchandise for any orders placed.

4) Warranty And Limitation of Liabilities

- a) Island Four-Cast makes no warranty respecting the merchantability of the merchandise or their suitability or fitness for any particular purpose or use.
- b) Purchaser's remedies shall be limited to the replacement of the merchandise or the refund of monies paid upon timely return (20 days from date purchased with receipt and subject to a 15% restocking charge). Purchaser shall not in any event be entitled to, and Island Four-Cast shall not be liable for, indirect, special, incidental or consequential damages of any nature, including, but not limited to, loss of profit, overhead, manufacturing or promotional expense, injury to reputation, or loss of customers. Notwithstanding the foregoing, any action or claim by Purchaser shall be limited to the amount paid by Purchaser to Island Four-Cast in connection with the applicable order, irrespective of the nature of the claim , whether in contract, tort, warranty or otherwise.

5) Acceptance By Purchaser

- a) Purchaser is deemed to have accepted the merchandise unless notice of rejection, along with a reasonable time not to exceed seven (7) days after the merchandise is delivered to Purchaser. Purchaser waives any right to revoke acceptance seven days after receipt.
- b) Any claim for breach for late delivery unless made prior to receipt, is waived by the acceptance of the merchandise.
- c) Return Merchandise Authorization ("RMA") may be granted by Island Four-Cast if Purchaser desires to return unopened merchandise within 20 days or receipt. A 15% restocking fee will apply, which Island Four-Cast will waive for any defective merchandise. Any returned product must be returned in its original packaging. A complete description of the reason for return must accompany the return and must have the RMA on the description. Any unauthorized return will be refused and/or returned at Purchaser's cost, to Purchaser. Purchaser shall pay all freight and other charge related to the return of any merchandise.

6) Miscellaneous.

- a) Unless previously agreed by the company in writing, Purchaser shall not dispose of the merchandise other than by the way of retail sale to public at locations approved by Island Four-Cast. Purchaser specifically acknowledges and agrees that trade practices known commonly as "diverting", "transshipping" or that "parallel import/export" are prohibited. Customer also acknowledges and agrees that sales or advertising of the good via online market, including the Internet, are prohibited absent the written consent of island Four-Cast. In addition to other territory restrictions set forth in these terms or otherwise by the parties, Purchaser shall not sell or market the merchandise anywhere outside of North America.
- b) Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance due to any causes beyond its reasonable control, including, acts of war, acts of God, earthquakes, flood, embargo, riot, sabotage, labor shortage or dispute, or governmental act.
- c) The rights and obligations of each party hereunder shall inure to the benefit of and shall be binding upon the successors and assigns of such party.
- d) Either party's failure to enforce any of these terms and conditions shall not in any way be construed as a waiver of any such term or condition, nor prevent that party thereafter from enforcing each and every other term and condition. The rights granted to both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

SIGNATURE _____ DATE _____

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