MHT™

Thank you for your interest in becoming a retail partner

Since 1968, every MHT hat has been crafted by hand in our Garland, Texas facility, where craftsmanship and consistency remain at the core of what we do.

As a wholesale manufacturer, our focus is on supplying retailers with dependable, made-to-order hats that support your shelves and customers. The account documents that apply to your business provide the information needed to set up your account and ensure accurate ordering and shipping.

Once we receive your completed paperwork, our team will reach out with next steps regarding account setup and ordering procedures.

You will be asked to complete only the forms and addenda that apply to your account and order.

If you have questions, please contact us at customerservice@masterhatters.com or 972-864-5523.

We appreciate your interest in partnering with us.

MASTER HATTERS OF TEXAS

IMPORTANT NOTES

All hats are made to order; MHT does not stock pre-made inventory.

Standard catalog orders generally require at least 30 days before shipment.

Special Production orders generally require at least 60 days before shipment.

Seasonal volume, material availability, or other production conditions may extend timing.

Credit-card orders of $10,000 or more from non-major wholesale accounts require a 50% advance deposit. The threshold and deposit are based on the merchandise subtotal; shipping charges and any sales or use tax are excluded. The remaining balance is due before shipment release. See Sections 3.04 through 3.06.

MHT accepts credit cards through its system, ACH, wire transfers for international customers only, and checks from approved customers. ACH and wire orders ship after payment is received. Klarna, Zelle, Cash App, digital wallets, and cryptocurrency are not accepted. See Section 3.02.

Rush requests require MHT's written approval and available production capacity. Approved Catalog Rush Orders carry a 20% surcharge, and approved Custom Rush Orders carry a 30% surcharge. See Sections 4.10 through 4.19.

Flat-brim hats shipped in master packs.

MASTER HATTERS OF TEXAS, INC.
2945 Market Street, Garland, TX 75041 | 972-864-5523

CREDIT APPLICATION / ACCEPTANCE OF TERMS OF SALE

Name of Business				
Mailing Address		**City**	**State**	**Zip Code**
Shipping Address (Please attach additional pages if more than one ship to)		**City**	**State**	**Zip Code**
Type of Business	**Established**	**Telephone**		
		Email		
		Fax#		

	Names of Owners or Officers	**Title**	**Home Address**	**Home Phone**
Corporation ☐				
Partnership ☐				
Sole Ownership ☐				

Credit Card # (MasterCard or Visa Only)	**Expiration Date**	**3 Digit Ver#**
Name On Card	**Billing Address**	**Zip Code**

Bank Reference - Bank Name _____ **Phone #** _____ **Contact** _____

Trade References (If not listed below)

Name	**Email Address**	**Account #**	**Fax #**	**Phone #**
Name	**Email Address**	**Account #**	**Fax #**	**Phone #**

NO TRADE REFERENCES REQUIRED IF CREDIT CARD CUSTOMER (MasterCard or Visa)

CREDIT REFERENCES

COMPANY NAME	ACCOUNT #	COMPANY NAME	ACCOUNT #
☐ Wrangler		☐ Circle Y	
☐ R.H.E. Hatco, Inc.		☐ Carhartt	
☐ M & F Western Products		☐ Cinch	
☐ Justin Brands, Inc.		☐ Rock N Roll Denim Jeans	
☐ Ariat International		☐ Levi	
☐		☐	

SIGNATURE _____ **DATE** _____

Office Use Only: Terms _____ **Date** _____ **Salesperson** _____

01-339
(Rev.4-13/8)

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone *(Area code and number)*
Address *(Street & number, P.O. Box or Route number)*	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number *(must contain 11 digits)*	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico	

(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, State, ZIP code: _____

Description of items to be purchased on the attached order or invoice:

_____
_____
_____
_____

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

_____
_____
_____

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶ Purchaser	Title	Date

This certificate should be furnished to the supplier.
Do <u>not</u> send the completed certificate to the Comptroller of Public Accounts.

01-339 (Back)
(Rev.4-13/8)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address *(Street & number, P.O. Box or Route number)*	Phone *(Area code and number)*
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

_____
_____
_____
_____
_____
_____

Purchaser claims this exemption for the following reason:

_____
_____
_____
_____
_____
_____

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶ Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.
Do <u>not</u> send the completed certificate to the Comptroller of Public Accounts.

CONTRACT FOR SALE OF GOODS

ARTICLE 1. GENERAL RECITALS

1.01. This Contract is between Master Hatters of Texas, Inc., located at 2945 Market Street, Garland, Texas 75041 ('MHT' or 'Seller'), and the customer identified in the accompanying Credit Application ('Buyer'). It governs Buyer's purchases from MHT unless the parties sign a different written agreement.

1.02. Texas law governs this Contract and each order accepted by MHT.

1.03. This Contract, MHT's written order confirmation, and any signed addendum state the parties' complete agreement concerning the purchase of Goods. Prior discussions and communications do not change these terms.

1.04. Buyer must make payments to MHT at the address or through the payment process MHT provides.

1.05. This Contract and MHT's written order confirmation govern each order. Terms included in Buyer's purchase order, vendor portal, EDI transmission, or other ordering system do not apply unless MHT expressly accepts them in writing. MHT's order confirmation controls the style number, quantity, price, shipping address, and any other terms specific to that order.

ARTICLE 2. GOODS

2.01. Each accepted order identifies the Goods by style number and description. If the accepted order conflicts with website, catalog, or price-list information, the accepted order controls.

2.02. The quantities are stated in the applicable order. An order becomes binding when MHT confirms it in writing or begins production. Each accepted order becomes part of this Contract.

2.03. General account approval does not include private-label ordering. Private labeling requires MHT's separate written approval and a signed Private Label Program Addendum.

ARTICLE 3. PRICE

3.01. Prices are subject to change based on market conditions, material availability, and demand. A price change applies only to an order not yet accepted by Seller unless Buyer agrees in writing to a change for an accepted order. The price shown in Seller's accepted order or written confirmation controls.

3.02. Payment is due within thirty (30) days from the ship date for Buyers approved for credit terms. New customers and Buyers not approved for credit terms must pay before shipment using a payment method authorized by Seller. Seller accepts only the following payment methods: (a) credit cards processed through Seller's approved payment system; (b) ACH payments; (c) wire transfers for international customers only; and (d) checks from customers approved by Seller. Orders paid by ACH or wire transfer will not be shipped until Seller receives payment. Seller does not accept Klarna, Zelle, Cash App, any digital wallet, including Apple Pay or Google Pay, or cryptocurrency. Payment-card information must be provided only through Seller's approved payment process. Any amount not paid when due will bear simple interest on the unpaid balance at one and one-half percent (1.5%) per month, capped at eighteen percent (18%) per year, or the maximum rate permitted by law, whichever is less.

3.03. Buyer is responsible for freight, delivery surcharges, sales or use taxes, duties, and similar charges unless Seller expressly agrees otherwise in writing. Seller may rely on a properly completed resale or exemption certificate and may charge applicable tax if a valid certificate is not on file.

3.04. Unless Seller classifies Buyer as a major retail chain operating under existing payment terms, any wholesale order with a merchandise subtotal of ten thousand dollars ($10,000.00) or more paid by credit card requires an advance deposit equal to fifty percent (50%) of the merchandise subtotal when Seller confirms the order. Shipping charges and any sales or use tax are excluded from both the threshold and the deposit calculation.

(Continued)

3.05. Visa, Mastercard, American Express, and Discover are accepted for covered credit-card orders. The remaining unpaid balance, including shipping charges, any approved rush surcharge, and any other amounts due under this Contract, is due before shipment release. The order will not enter production or fulfillment scheduling until the deposit has been received and processed.

3.06. The deposit is non-refundable unless Seller is unable to fulfill the covered order for any reason, in which case Seller will refund the deposit. If Buyer requests cancellation after the deposit is collected, Seller is not required to approve the cancellation or refund any portion of the deposit. Seller may, in its sole discretion, approve a cancellation exception. If Seller approves an exception, Seller may retain an amount equal to twenty-five percent (25%) of the covered order's merchandise subtotal from the deposit as the total cancellation fee and either refund the remaining deposit amount or apply it as a credit toward Buyer's next order. Sections 3.04 through 3.06 control deposit payment, refundability, and the financial treatment of an approved cancellation exception for a covered order; Section 4.18 controls all other cancellation matters.

ARTICLE 4. ORDERING, RUSH ORDERRS, SHIPMENT AND DELIVERY

4.01. Standard catalog orders generally require at least thirty (30) days before shipment; Special Production orders generally require at least sixty (60) days. Production and delivery timing may be extended by seasonal volume, material availability, or other production conditions. Cancellation requests must be received in writing and are governed by Section 4.18. Any stated lead time is an estimate measured from the date Seller has accepted a complete order and received all required specifications, artwork approvals, customer-supplied materials, and any payment or deposit required before production.

4.02. Orders can be placed through the MHT order form using the appropriate style numbers, an approved and pre-coordinated EDI platform, or by calling MHT Customer Service with the correct style numbers. Third-party apps or platforms will not be accepted without prior approval. To guarantee accuracy, all orders rely on style numbers, as hat names have been reused multiple times over MHT's 50+ year history.

4.03. Seller's standard shipping area is the forty-eight (48) contiguous United States. Orders for Alaska, Hawaii, Canada, or any other location outside that area are accepted only with Seller's prior written approval and are subject to separately quoted freight, duties, taxes, documentation, and other charges. Those charges may exceed the cost of a small order.

4.04. Master Hatters of Texas ships all orders via FedEx or UPS, selecting the carrier that provides the best delivery time and pricing. Orders are shipped via Ground service by default. Expedited shipping options are available upon request and will incur additional costs based on service type and destination.

4.05. Home delivery includes an added charge compared to business delivery. If a third-party transit company other than UPS or FedEx is preferred, Buyer is responsible for all scheduling, coordination, and associated payments. Unless Seller agrees otherwise in writing, if Buyer selects or arranges a carrier other than UPS or FedEx, delivery occurs and risk of loss passes to Buyer when Seller tenders conforming Goods to that carrier at Seller's Garland facility.

4.06. Delivery and Post-Delivery Loss. Delivery is complete when the carrier delivers the shipment to the shipping address provided by Buyer, or to another location or recipient authorized by Buyer, as shown by the carrier's tracking or proof-of-delivery record. After confirmed delivery, Buyer bears the risk of loss resulting from theft, disappearance, or unauthorized removal, and Seller will not be responsible for replacing or crediting the affected Goods.

This provision does not apply to carrier misdelivery, damage occurring in transit, defective or nonconforming Goods, or Goods shipped incorrectly by Seller. Buyer is responsible for providing a secure delivery location and requesting any available signature-required or hold-for-pickup service before shipment. Any additional carrier charges for these services are Buyer's responsibility.

4.07. Returns, exchanges, replacements, and credits are available only as expressly provided in Article 5.

4.08. If a shipment arrives with visible exterior damage, Buyer must photograph the unopened carton, note the damage with the carrier when reasonably possible, retain the Goods and all packaging, and notify Seller within the time stated in Section 5.07. Concealed damage must be documented and reported within the same period. Buyer may not discard packaging or return Goods without Seller's instructions. Seller will provide claim, return, or replacement instructions after review.

(Continued)

4.09. Flat-Brim Hats Shipped in Master Packs. This Section applies to any hat with a flat brim, including an open-crown hat with a flat brim, that is master-packed with other hats rather than individually boxed. Seller may select either of two standard packing methods: (a) securing the brim in the pre-cut slot in the hat insert, which may cause the brim to arrive with temporary curvature; or (b) leaving the brim flat and untucked across the insert, which may allow the divider or outer carton to contact the brim during transit, particularly on larger hat sizes, and may cause correctable bending or creasing. Before shipment, completed hats may remain boxed at Seller's factory while Seller completes the balance of an order or awaits payment required before release. Extended storage in warm factory conditions may cause or contribute to temporary relaxation or loosening of the brim or loss of flatness. Buyer acknowledges that the disclosed packing methods and pre-shipment storage conditions may require the brim to be professionally reshaped upon receipt. Temporary curvature, relaxation, loosening, bending, creasing, or loss of flatness resulting solely from those disclosed conditions and correctable through normal professional hat shaping do not constitute transit damage, a defect, nonconformity, or shipping error and are not eligible for repair, replacement, return, or credit by Seller.

BUYER INITIALS: _____

RUSH ORDER TERMS

4.10. Rush Requests and Capacity. A rush request is not accepted until Seller confirms acceptance in writing. Rush requests are reviewed case by case and accepted only when production capacity allows. Seller may decline any rush request that cannot be reasonably accommodated.

4.11. Catalog Rush Orders. A Catalog Order is an order for a hat included in MHT's current collection as listed on its website when Seller accepts the order. A Catalog Order requested to ship in fewer than fourteen (14) days is a Rush Order.

4.12. Custom Rush Orders. A Custom Order is any design, specification, or production not included in MHT's current collection as listed on its website when Seller accepts the order, including Special Production. A Custom Order requested to ship in fewer than twenty-one (21) days is a Rush Order.

4.13. Private-Label Rush Orders. A private-label order may be either a Catalog Order or a Custom Order based on the underlying hat. Private labeling alone does not make an order custom. Availability of customer-specific materials may affect whether Seller can accept a rush request and the production timing.

4.14. Timing Calculation. The rush period is measured from the date Seller accepts a complete order and has received all required specifications, artwork approvals, customer-specific materials, and any payment or deposit required before production.

4.15. Catalog Rush Fees. A twenty percent (20%) surcharge applies to Seller's invoiced unit price for each affected Catalog Rush Order hat, excluding freight and sales or use tax.

4.16. Custom Rush Fees. A thirty percent (30%) surcharge applies to Seller's invoiced unit price for each affected Custom Rush Order hat, excluding freight and sales or use tax.

4.17. Payment. The full invoice total, including all rush surcharges, must be paid before shipment. Seller will not release the order until payment is received in full.

4.18. Cancellations and Changes. Except for a covered credit-card order governed by Sections 3.04 through 3.06, Buyer may cancel an order without charge only if Seller receives written notice at least thirty (30) days before the scheduled shipment date. An order scheduled to ship within thirty (30) days is non-cancellable. A Rush Order cannot be modified or cancelled without Seller's written approval. Seller may, in its sole discretion, approve a cancellation exception in writing. If Seller approves cancellation of an order other than a covered credit-card order, the total cancellation fee is twenty-five percent (25%) of the total order price. No additional Rush Order or Special Production cancellation charge will apply. Sections 3.04 through 3.06 control the financial treatment of any approved cancellation exception for a covered credit-card order. Seller may condition approval of an order change on revised pricing, rush fees, or production timing.

4.19. Delivery Timing. Seller will make every reasonable effort to meet an approved expedited ship target. Unless Seller expressly guarantees a date in writing, rush ship-by and delivery dates are estimates and are not guaranteed, especially during peak or holiday seasons. Seller will notify Buyer of a material anticipated delay when reasonably practical.

ARTICLE 5. REMEDIES AND LIABILITIES

5.01. Except for post-delivery losses allocated to Buyer under Section 4.06, risk of loss remains with Seller until delivery. Buyer's rights to inspect the Goods and report transit damage, defects, nonconformity, or shipping errors are governed by Sections 5.02 through 5.07. The exception stated in Section 4.05 applies when Buyer selects or arranges a third-party carrier.

5.02. Buyer must inspect the Goods promptly after delivery. Any rejection based on a nonconformity reasonably discoverable during that inspection must be made by written notice within fourteen (14) days after delivery. The notice must include the Purchase Order Number (PO #) and Work Ticket Number (Work Ticket #) shown on the packing list, state the alleged nonconformity, and identify the portion of the shipment being rejected.

5.03. After receiving notice, Seller will provide instructions for inspection, return, or other disposition of the Goods. Seller may have an agent inspect the Goods within seven (7) days after receiving notice; otherwise, inspection may occur after the Goods are returned to Seller's facility. Buyer may not return Goods without Seller's authorization.

5.04. Buyer is responsible for inspecting Goods before resale. If an end customer later reports a condition that a reasonable inspection would have revealed and Buyer did not report it within the period stated in Section 5.02, Seller may deny the claim. If Seller nevertheless approves a return, exchange, or replacement, Buyer is responsible for related shipping charges and the twenty-five percent (25%) restocking fee unless Seller determines that the Goods were defective, nonconforming, or incorrectly shipped when delivered.

5.05. If Buyer orders an incorrect size or style, Seller may approve an exchange in its discretion. Buyer is responsible for return shipping, outbound shipping for replacement Goods, and the twenty-five percent (25%) restocking fee. No exchange will be processed until the returned Goods are received and approved by Seller.

5.06. If Seller confirms that it shipped defective Goods or a size or style different from the accepted order, Seller will, at its option, repair, replace, or issue credit for the affected Goods at no cost to Buyer. Buyer must notify Customer Service within the time provided in Section 5.07, and Seller will provide return instructions and, when appropriate, a prepaid return label.

5.07. Visible transit damage, defects or nonconformity reasonably discoverable by inspection, and shipping errors must be reported to Seller within fourteen (14) days after delivery. A defect not reasonably discoverable during the initial inspection must be reported promptly after discovery. Any authorized return must be shipped within thirty (30) days after Seller issues the return authorization unless Seller agrees otherwise in writing.

5.08. If Seller approves a claim for defective, nonconforming, or incorrectly shipped Goods, Seller will provide the applicable repair, replacement, or credit under Section 5.06 rather than a refund of the purchase price. Except for the repairs, replacements, exchanges, or credits expressly provided in this Article 5, all sales are final.

5.09. If Buyer defaults, including by failing to pay for the Goods, Buyer will reimburse Seller for reasonable collection costs, court costs, and attorney's fees actually incurred, to the extent permitted by law.

5.10. The packing- and pre-shipment storage-related flat-brim conditions described in Section 4.09 are excluded from the remedies provided in Sections 5.02 through 5.07 only to the extent the condition is correctable through normal professional hat shaping. This exclusion does not apply to permanent heat damage; damage unrelated to the disclosed conditions, including damage caused by a visibly crushed or punctured shipping carton; or defective, nonconforming, or incorrectly shipped Goods.

ARTICLE 6. TERMINATION

Either Party may terminate this Contract by written notice with respect to future orders not yet accepted by Seller. Termination of this Contract does not cancel or modify any order accepted before the effective date of termination. Each accepted order remains binding and is governed by this Contract, including the cancellation provisions in Section 4.18 and all payment obligations.

ARTICLE 7. MODIFICATION OR RESCISSION

This Contract may be modified or rescinded only by a written agreement signed by both Seller and Buyer.

A waiver must be in writing, signed by the party granting it, and applies only to the matter stated.

(Continued)

ARTICLE 8. ASSIGNMENT AND DELEGATION

8.01. Buyer may not transfer this Contract or an accepted order without MHT's prior written consent. MHT will not unreasonably withhold consent when the transfer will not interfere with production, payment, or MHT's obligations to other customers.

8.02. MHT may assign its right to receive payment by giving Buyer reasonable notice.

8.03. This Contract is binding on the parties and their permitted successors and assigns.

8.04. If one provision is found invalid or unenforceable, the remaining provisions will continue in effect.

Electronic signatures and signed counterparts are accepted and together form one agreement.

BUYER

Authorized Signature _____ Date _____

Printed Name / Title _____

Approved By: **MASTER HATTERS OF TEXAS, INC. / SELLER**

Authorized Signature _____ Date _____

Printed Name / Title _____