

TERMS AND CONDITIONS

1. **Term.** This Agreement shall become effective when signed by Supplier's General Manager. The Initial Term of this Agreement shall commence upon the later of the date when this Agreement is signed by Supplier's General Manager or when Goods or Services are first provided to Customer, and expire 36 consecutive months thereafter. In the event the parties fail to appropriately document the extension, Supplier continues to provide services hereunder, the term of this agreement shall be deemed to be automatically extended on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.
2. **Cancellation.** Customer may not cancel this Agreement prior to expiration of the then-current term unless there is a material deficiency in the Goods or Services supplied and, in that event, only by first giving Supplier (i) detailed written notice of the claimed deficiency within 10 days of the occurrence of the claimed deficiency, and (ii) a period of 30 days after Supplier's receipt of such notice within which Supplier may cure the claimed deficiency. Any claimed deficiency shall be deemed resolved or waived unless Customer gives written notice to the contrary within 10 days after expiration of said 30-day cure period. Supplier may, at its discretion, cancel this Agreement by written notice to Customer if Customer materially breaches any provision of this Agreement, including, without limit, failing to pay any amount due under this Agreement or refusing Goods or Services.
3. **Payment.** The Unit Price for Goods and Services are as shown on the front of this Agreement. Customer shall pay flat-rate pricing figured on 100% of the inventory of Goods put in service. Customer's weekly payment obligation shall never be less than 50% of the highest average of the weekly charges incurred during any quarter of service under this Agreement as amended or extended. Payment is valid credit card unless otherwise agreed by Supplier. If Supplier extends credit to Customer, payment terms are net 30, L.P.C. of 1.5%, A.P.R. 18%. Supplier may revoke credit privileges at any time for any reason. Route Service Representatives do not accept payments. The Unit Price for any Goods or Services added during any term of this Agreement shall be at the rate in effect for those Goods or Services at the time added. Unit Prices for Goods and Services do not include charges for, and Customer agrees to pay Supplier's invoices which include, sales tax and processing, emblems, Special Order Goods Charge, inventory maintenance, budget protection, environmental, energy, fuel, nonstandard sizing, minimums, or other similar standard recurring charges. The energy and environmental charges are not a tax or charge from any governmental agency.
4. **Rate Adjustments.** Supplier shall have the right once annually to automatically increase the Unit Prices and charges then in effect by the amount of the increase in the Consumer Price Index for the previous 12 months or 5%, whichever is greater. Supplier shall also have the right to increase its then-current Unit Prices by more than the annual price increase at any time by notifying Customer in writing (which may be by an invoice reflecting the price increase). Customer may object to such additional price increase by notifying Supplier in writing within 10 days of the first invoice to reflect the increase. If Supplier receives timely notice of the objection, Supplier may either reverse the price increase or cancel this Agreement upon 90 day written notice of cancellation to Customer. If Supplier does not receive timely notice of the objection, Customer shall be bound by the price increase. **No Price Increases during 36-month term**
5. **Unreturned or Damaged Goods.** All Goods in stock and/or in service under this Agreement shall remain Supplier's sole property. Customer may return Goods (except Special Order Goods) supplied for persons that Customer no longer employs during the term of this Agreement. Upon expiration or cancellation of this Agreement, Customer shall return all Goods (except Special Order Goods) to Supplier in a good, usable condition (reasonable wear and tear excepted). Customer shall pay Supplier's standard replacement charges in effect at the time of such expiration or cancellation for all Goods that Customer loses, fails to return, or returns in a damaged condition, i.e., abused, torn, burned, acid-eaten, or stained. Budget protection does not cover Goods that Customer fails to return or returns in a damaged condition in conjunction with cancellation or expiration of this Agreement.
6. **Special Order Goods.** The term "Special Order Goods" means all Goods that are specially manufactured for Customer. Special Order Goods include, but are not limited to, all non-stock Goods and all Goods (including flame-resistant and high visibility garments, mats, and cabinets), with (i) direct embroidery or silk screening; (ii) non-standard style, sizing (e.g., tall or long), color, striping, material, or emblem size and/or placement; and/or (iii) any other non-standard alteration, customization, or personalization (e.g., Customer specific names, emblems, logos, or insignias) that makes the Goods not reusable by Supplier. Customer agrees to pay either a Special Order Goods Charge for all Special Order Goods in service under this Agreement or the replacement charge then in effect for any Special Order Goods that are removed from service for any reason (including expiration or cancellation of this Agreement). Budget protection does not cover Special Order Goods.
7. **Remedies.** Customer acknowledges that early cancellation of this Agreement will cause Supplier a loss of revenue and profits in amounts that are difficult to estimate accurately. If this Agreement is cancelled for any reason prior to the end of the then current term (except for cancellation by Supplier under Section 4 of this Agreement), Customer shall pay Supplier 50% of the average weekly recurring charges during the 26 weeks preceding such cancellation (or such lesser number of weeks as have actually elapsed during the term, and if service has not commenced, the anticipated initial weekly charges) times the number of weeks remaining in the balance of the term, plus all replacement charges and all other accrued and unpaid charges, as liquidated damages and not as a penalty. The parties acknowledge that such damages are a reasonable forecast of Supplier's actual losses resulting from early cancellation.
8. **Venue; Applicable Law.** This Agreement shall be governed, interpreted, and enforced according to the laws of the State of Missouri without regard to conflict of laws rules. Customer and Supplier submit to the exclusive jurisdiction of and venue in the Missouri state courts located in the City of St. Louis, Missouri, or the United States District Court for the Eastern District of Missouri for purposes of any suit arising out of or relating to this Agreement. The parties hereby waive trial by jury in any proceeding arising out of or in any way connected to this Agreement. Customer shall pay all attorneys' fees, expert witness fees, and other expenses and costs Supplier incurs in prosecuting or defending any lawsuit arising out of this Agreement or out of Supplier's Goods or Services, or in collecting any amount owed under this Agreement.
9. **Assignment.** This Agreement is binding upon any successors or assigns of the parties, and the respective parties shall so inform any such successor or assign. Supplier may assign this Agreement without the consent of Customer. On such assignment being made, Supplier is relieved from any liability which may thereafter arise.
10. **Disclaimer.** Unless otherwise specified in writing, Supplier does not represent or warrant that any Goods supplied under this Agreement are flame-resistant and/or flame-retardant, adequate for Customer's use or intended use, or, regarding visibility garments, adequately visible or conspicuous. Customer acknowledges that the items rented under this Agreement are not designed or intended for use in areas of flammability risk or where contact with ignition sources or hazardous materials is possible. Customer acknowledges that Supplier makes no representation, warranty or covenant regarding the visibility performance of any reflective Goods and that reflective properties may be reduced or ultimately lost through laundering. Customer agrees that Customer has selected the Goods and is responsible for determining their appropriateness and for the safe and proper use of the Goods. Customer represents and warrants and shall ensure that soiled textiles delivered or returned to Supplier contain no free-flowing liquids or hazardous materials harmful to Supplier's employees, equipment, environment, or other business-related assets. Customer agrees to indemnify, hold harmless, and defend Supplier and Supplier's affiliates and each of their officers, directors, shareholder(s), members, employees, agents, or attorneys from and against any claims, damages, liabilities, costs of remediation, or expenses arising out of or associated with Customer's use of or acts or omissions related to the Goods (including, without limit, defective Goods), any obligations arising under an agreement with a third party, or breach of this Agreement by Customer, including, without limit, any breach of a Customer representation or warranty. **SUPPLIER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** Notwithstanding anything in this Agreement to the contrary, in no event will Supplier or Supplier's affiliates or each of their officers, directors, shareholder(s), members, employees, agents, or attorneys be liable to Customer for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including lost profits, loss of use, business interruption damages or loss of opportunity costs), regardless of the form of action, damage claim, liability, costs expense, or loss, whether in contract, statute, tort (including, but not limited to, negligence and strict liability), or otherwise.
11. **Notice.** The notices required or to be given under this Agreement must be in writing and sent by certified U.S. Mail, return receipt requested.
12. **Miscellaneous.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and oral or written communications or agreements between the parties concerning the subject matter hereof are superseded hereby. This Agreement may not be amended except in writing signed by both Supplier and Customer, provided, however, that any additional Goods or Services which Customer requests orally or in writing as reflected in Supplier's invoices shall be added as additional Goods and Services under this Agreement in the quantity and frequency and at the Unit Prices set forth in such invoice(s). No waiver by Supplier of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Supplier. No failure by Supplier to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. Customer represents and warrants that nothing in this Agreement violates or interferes with Customer's obligations under a contract with any third party.

Customer

Supplier: Clean Uniform Company

By _____
Customer Authorized Signature

By _____
Supplier Authorized Signature

By _____
Supplier General Manager

Print Name and Title

Print Name and Title

Print Name and Title

Date

Date

Date