

January 26, 2026

Andy Ysaquirre
Director of Operations
City of Laredo
Sames Auto Arena
6700 Arena Blvd
Laredo, Texas 78041
Cell: 956 206 5896
Email: aysaquirre@samesautoarena.com

QUOTATION: Q200710-016ARH – Rev. 8
(Sames Auto Arena)

Dear Andy,

As the preferred supplier to the NHL, Athletica Sport Systems Inc.® we thank you for the opportunity to submit a Budget quote to **Supply with Supervised Installation a CrystaPlex® Series 6A Aluminum Prefabricated Dasher Board System**. This facility is proposed to be 200 ft long by 85 ft wide, with 28 ft radius corners.

This project is to be a **Renovation to an Existing Building** with an **Existing** Refrigerated Slab. **Drawings and Specifications not provided.**

Summary of scope of work by Athletica Sport Systems Inc.® will include:

FRAME

- Frames to be structural aluminum and 41" high. Typical 96" length for straights and 88" for curved panels.
- Frames to be constructed with opposing 'C' channel base.
- Re-use the onsite existing anchors.
- **Repair or replace approximately 80 anchors.**
- The dashers are to be installed onto Steel Ice Dam that is secured to concrete refrigerated floor.
- 4 player gates 30" wide.
- 2 penalty gates 30" wide.
- 1 access gate 36" wide in the radius of the rink.
- 1 double leaf machine gate 120" wide for the end of the rink.
- 4 lift-out sections 48" wide for the side of the rink opposite the player boxes.
- 4 lift-out sections 48" wide for the player box side of the rink.
- 4 lift-out sections 48" wide for the end of the rink.
- 6 removable panels radius of the rink.

ICE DAM

- 2" steel Ice Dam for the entire perimeter of the rink. Steel ice dam to be a C6 x 8.2#/ft channel. Steel channel to be hot dipped galvanized after fabrication. Ice dam to have a 1/2" thick white + 1/2" thick colored poly by 1 1/25" high kick plate nailed to the ice side and insulated with 1 1/2" rigid insulation on the underside.
- Each section of dam shall incorporate a double set of 5/8" anchors for attaching the dasher panels. One set for primary use and one set for backup.

BOARD CLADDING

- .500" thick CrystaPlex® Stay-White polyethylene board facing.
- .500" thick x 8 1/2" high, polyethylene kick plate, and top edge routed to 3/8" radius to overhang to interlock the ice dam.
- Color for the kick plate to be gold or yellow.
- .750" thick polyethylene cap rail top edge, front and back, routed to 3/8" radius.
- Color for the cap rail to be red or dark blue.

ATHLETICA SPORT SYSTEMS INC.® SOFTCAP®

- Athletica Sport Systems Inc.® will supply and install 1" thick SoftCap® safety cap rail on ice side of shielding.
- .750" thick polyethylene cap rail on spectator side of shielding routed to 3/8" radius.

GLAZING AND SUPPORTS

- 99" high **Crystaplex® 590 Plus** acrylic on two ends including radius sections.
- 75" high **Crystaplex® 590 Plus** acrylic on the player box side of the rink.
- 75" high **Crystaplex® 590 Plus** acrylic opposite the player box side.
- The shielding system is to be CrystaPlex® SEAMLESS sides and ends.
- Provide new Crystaplex® Clear HDM Sleeves for entire seamless acrylic shielding.
- The shielding system is to be CrystaPlex® Wide Vision on sides and ends of the rink.
- Provide butterfly clips for seamless acrylic at the radius corners.
- Shielding in front of the scorer's table shall have a 2 ½" 3 ¼" diameter speak hole.

NOTE: **CrystaPlex® 590 Plus** acrylic thickness will not be less than .585" and not exceed to .620"
This material has been tested and approved by the NHL.

PLAYERS, PENALTY AND TIME KEEPERS - BOXES

- Player boxes are to be 38' 8" long and 6 ft deep with side and back walls.
- Penalty boxes are to be 9' 7" long and 6 ft deep with side and back walls.
- Timers box is to be 8' 10" long and 6 ft deep with side and back walls.
- Camera box is to be 6' 11" long and 6 ft deep with side and back walls.
- .375" thick half height backer panel and water bottle shelf to be included for the player's boxes.
- Penalty and Timers boxes are to be located opposite the player benches.
- 1 additional 30" wide gate is to be provided for one of the players boxes.
- 1 additional 30" wide gate is to be provided for the timer's box.
- 1 additional 30" wide gate is to be provided for the camera box.

PLAYERS, PENALTY AND TIME KEEPERS - SHIELDING

- 75" high **Crystaplex® 590 Plus** acrylic for the sides and back of the players boxes.
- 75" high **Crystaplex® 590 Plus** acrylic for the front and sides and back of the penalty boxes.
- 75" high **Crystaplex® 590 Plus** acrylic for the front and sides and back of the timer's box.
- 75" high **Crystaplex® 590 Plus** acrylic for the front and sides and back of the camera box.
- Bumper pads are to be provided on supports at shield's termination points.

CURVED ACRYLIC TERMINATIONS FOR BOX DIVIDERS

- Provide 2 NHL approved curved acrylic terminations for player's box dividers.
- Provide 2 spare curved acrylic termination assembly PLUS storage cart.

PLAYERS, PENALTY AND TIME KEEPERS - FLOORS

- Floors for the players, penalty and timers boxes are to be of aluminum framed construction with 3/4" plywood nailed to base. Rubber flooring to be stapled to plywood or loose laid on top of plywood.
- Coach's walkway, 8" high by 18" wide to be provided for each player box.

PLAYERS, PENALTY AND TIME KEEPERS - BENCHES

- Benches are 1/2" thick white or red or dark blue polyethylene top fastened to a 9 1/2" wide aluminum channel.
- Player box benches are to be 32 ft long.
- Benches in the penalty boxes are to be 6' 3" long.
- Player and penalty benches are to be permanent or removable.
- Timers table is to be provided.

CLEAR D ZONE RINK CLEANING KITS

- 2 Clear D Zone Restoration System Kit. Each kit includes: ONE high speed polisher, ONE backing plate, TWO Pads, ONE cleaning brush, TWO micro fiber towel and ONE squirt bottle.
- 8 gallons of Clear D Zone Polish. (4 gallons / NHL size rink)

SPARE ACRYLIC

- 4 pieces of **Crystaplex® 590 Plus** acrylic 75" wide x 99" high for ends and sides of the rink.
- 2 pieces of **Crystaplex® 590 Plus** acrylic 75" wide x 99" high to handle all special size acrylic.
- 2 pieces of **Crystaplex® 590 Plus** acrylic 44" wide x 99" high as spares for radius corners.
- 2 pieces of **Crystaplex® 590 Plus** acrylic 57 ¾" wide x 96" high as spares for machine gate.

ADDITIONAL ITEMS INCLUDED IN BASE BID

- Costs included to Field Measure existing site conditions by a qualified Athletica Sport Systems Inc.® representative.
- **Performance Bonds**

Material Price Escalation and De-Escalation Clause

Athletica Sport Systems Inc.® shall perform the work described in its proposal at the price quoted, subject to the following adjustment: In the event that the price of any material(s) to be used in Athletica Sport Systems Inc.® production of the product increase or decrease by 3% percent or greater from the price used for that material(s) at the time the quote was signed, then the price for the material(s) in the contract between Athletica Sport Systems Inc.® customer shall be increased or decreased to reflect the additional or reduced cost to obtain that material or materials. Customer agrees that Athletica Sport Systems Inc.® shall be entitled to an adjustment to the contract price to reflect any price increases of material(s) that occur as a result of Athletica Sport Systems Inc.® incurring additional costs when it orders material(s).

INSTALLATION SUPERVISOR:

An approved Athletica Sport Systems Inc.® representative will field measure the existing site prior to the manufacturing process. **Installation is based on local UNION rates.**

Athletica Sport Systems Inc.® will provide ONE supervisor to oversee the installation of the rink system for 70 hours (9 days @ 8 hours per day). A minimum charge of \$1000.00 per day will be assessed for delays, extra work and expenses caused by the site not being ready or Athletica Sport Systems Inc.® terms and conditions not being met.

For Canada & United States Supervision - Required tools will be supplied by Athletica Sport Systems Inc.®. All equipment that needs to be rented is the sole responsibility of the purchaser. All equipment must be on the job for the duration of the installation.

The purchaser shall provide 6 employees from the conversion staff with good carpentry skills for the duration of the project at its own expense (including any overtime pay, fringe benefits, insurance premiums (including worker's compensation insurance if required by state law), and taxes. The supervisor will work 8 hours a day for 9 consecutive days (excluding weekends). The Installation team, provided by purchaser, will work the same schedule. If the above listed requirements are not met, expenses due to failure to meet the required work schedule will be charged to the purchaser.

The site must be accessible to a tractor-trailer and industrial forklift and driveways to the rink slab/surface must support all necessary equipment. Power outlets with no less than a 15amp breaker must be within 50' of the rink slab/surface or a portable generator with a minimum of 5KW power rating. The surface will be broom clean and work area will be free of all materials and debris. A dumpster (minimum size of 10 yards) and/or an area for trash must be available within 100' of the rink slab/surface so the installers can remove their debris.

Indoor - The rink slab/surface must support at least a 5000lbs forklift and its load (12,000lbs). Athletica Sport Systems Inc.® will accept no responsibility for damage to the rink slab/surface caused by driving a forklift on the rink slab/surface. All overhead work, including but not limited to painting, electrical, HVAC, and insulation must be completed in the rink and the building must be enclosed and lockable. Adequate lighting must be in and operational.

Before the supervisor leaves the job site, he will be required to obtain an authorized signature from the purchaser that the job is complete and that both parties have fulfilled the terms of this contract. If the job is not completed and signed off within the hours stated in this contract, additional charges will apply. Failure to comply will result in voiding the warranty.

To the fullest extent permitted by law, the purchaser shall indemnify and hold harmless Athletica Sport Systems Inc.®, its supervisor, and its agents and employees from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of, relating to or resulting from any of the work performed by the workers supplied by the purchaser or the condition of the property or premises upon which the installation occurs. Provided that such claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the purchaser or the workers supplied by the purchaser, or anyone employed directly or indirectly by the purchaser or for whose acts the

purchaser may be liable, regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by a party indemnified hereunder.

*Concrete work to be responsibility of others.

ITEMS NOT INCLUDED IN BASE BID

- Federal, State or Local Taxes
- **Tariff Surcharge or Duties**
- Special Insurance Requirements
- OCIP/CCIP Enrollment Fees
- Any Applicable Permit and/or License Fees
- Garbage Removals / Dumpsters
- Cleaning of Boards
- Electrical Work or Concrete Work
- **Removal and Disposal of existing Dasher boards and Shielding**

PRICING BREAKOUT:

| | | |
|-------------------------|---------------|----------|
| Dasher boards | \$ 230,100.00 | US FUNDS |
| Acrylic Shielding | \$ 95,765.00 | US FUNDS |
| Ice dam | \$ 40,765.00 | US FUNDS |
| Benches and boxes | \$ 30,400.00 | US FUNDS |
| Curved Acrylic | \$ 8,500.00 | US FUNDS |
| Supervised Installation | \$ 20,235.00 | US FUNDS |

| | | |
|-----------------------------|---------------|----------|
| BASE BID (freight included) | | |
| TO SUPPLY & SUPERVISE | \$ 425,765.00 | US FUNDS |
| PERFORMANCE & PAYMENT BOND | \$ 8,515.00 | US FUNDS |
| ESTIMATED TARIFF SURCHAGRE | \$ 18,515.00 | US FUNDS |

TOTAL PRICE **\$ 452,795.00** **US FUNDS**

PLUS ANY APPLICABLE TAXES

Pricing based on Sourcewell Contract Pricing #081425-BAP-1

Decline _____

Accept _____

**TAXES ARE NOT INCLUDED IN YOUR BID.
IF YOU ARE TAX EXEMPT, AN EXEMPT CERTIFICATE MUST BE PROVIDED
IN ORDER TO ALLOW TAXES NOT TO BE ADDED TO THIS QUOTATION.**

IT IS VERY IMPORTANT THAT THE FOLLOWING BE FILLED OUT:

PROPOSED PROJECT **COMPLETION** DATE Summer 2026

Manufacturing lead-times can vary throughout the year. Please contact your Athletica Sport Systems Inc.® Representative to discuss how we can best meet your delivery needs.

COLOR OF KICKPLATE _____ COLOR OF TOP SILL _____

FOB: Laredo, Texas
Unload in Parking Lot (Loading Dock not available)
 Prices firm for 30 days

****SHIPPING MUST TAKE PLACE WITHIN 180 DAYS OF ACCEPTANCE BY BOTH PARTIES. IF PROJECT EXTENDS BEYOND THE 180 DAYS FOR ANY REASON WHATSOEVER THEN THE PRICES REFLECTED IN HERE WILL BE SUBJECT TO REVIEW.**

Payment Terms: All payment terms based on Credit Approval (O.A.C)

- 45% with placement of signed quotation or purchase order
- 45% two weeks prior to shipping
- 10% due 10 days after installation

Please Note: When a contractor's payment and performance bond has been issued to the owner, a copy must accompany all contracts, signed quotes or purchase orders.

By: _____
Reid Hart – Director of Sales

If you require any additional information, please contact Reid Hart at 519-404-9465 or in the corporate office, 877-778-5911 x 260 or via email at rhart@Athletica.com.

Notwithstanding the foregoing, should Athletica Sport Systems Inc.® be delayed in the commencement, prosecution or completion of the work by any cause beyond Athletica Sport Systems Inc.® control and not due to any fault, neglect, act or omission on its part, then Athletica Sport Systems Inc.® shall be entitled to an extension of time as agreed upon by the parties hereto in writing and shall not be held liable for any liquidated damages for any delays caused by either the owner or general contractor.

This bid is subject to Athletica Sport Systems Inc.® standard terms and conditions and Limited warranty and may be withdrawn without penalty at any time before contract execution. If accepted, sign and return one copy, and retain a duplicate for your files. When approved by one of our officers and returned, it becomes a binding contract. This quotation is subject to change, withdrawal, or cancellation until accepted by you. If we have not received your acceptance within 60 days from the date hereof, this quotation shall automatically expire. Athletica Sport Systems Inc.® retains a security interest in all the products covered in this agreement until all sales' terms have been met. In addition, the purchaser agrees to sign any additional documents for Athletica Sport Systems Inc.® to perfect its security interest in the products.

The above proposal is accepted:

(Please make sure you indicated either an accept or decline in the options listed above as well as your completion date and color of kick plate and sill cover in the box provided above. Thank you.):

President/Owner/General Manager

Athletica Sport Systems Inc.®

Name of Signee (please print)

Name of Signee (please print)

Date _____

Date _____

PLEASE COMPLETE THE FOLLOWING ACCOUNT INFORMATION:

Payment Terms (from listed options above) _____

Federal ID Number: _____ (for direct importing purposes).

State Tax ____% Local Tax ____% *Exempt (see below)

*If you are tax exempt, please send us a copy of your Tax Exemption Certificate along with this signed quote. Credits will not be issued after invoicing is complete. Thank you.

IN ADDITION TO THE QUOTATION THE FOLLOWING ITEMS HAVE BEEN INCLUDED

1. Definitions. In these terms "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, *among any other terms*, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

2. Payment. Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none – at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer's incorporation. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

3. Prices, Duties and Taxes. Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. Delivery. Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.

5. Retention of Title. Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, whereby proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

6. Warranty.

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations.

b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. Claims and Liability.

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition.

b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling and application of the Goods.

c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, than Seller's liability shall in any event be limited to the

minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues.

d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller harmless, from and against any claim or liability for damages in any way relating to the supply or use of the

Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations.

e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller.

9. Independent Delivery. Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment therefor.

10. Cancellation. Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.

11. No-Assignment. No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. Force Majeure. Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such case, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. Advice. Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

14. Entire Agreement. This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-personam and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. Law and Arbitration. This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation

as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccuk.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.



554 Parkside Drive
Waterloo, Ontario, Canada N2L 5Z4
Tel: 519-747-1856

720 Innovation Drive
Shakopee, Minnesota, USA 55379
Tel: 952-890-2690

athletica.com