

Sales Agreement

Last Updated: August 9, 2017

This Online Sales Agreement (these "**Sales Terms**"), our Privacy Policy Statement AND the Terms of Use (collectively, the "**Agreement**") represent the legally binding agreement between Hanesbrands Inc. ("**Hanesbrands**") and you in connection with your purchase of products ("**Products**") from Hanesbrands through our website www.hanesbrandsb2b.com (the "**Site**"), and your use of the Site, any content, information or materials available at the Site, and any mirror, backup, substitute, replacement websites, as well as any Hanesbrands proprietary website which you use.

We may refer to you and your company, collectively, as "you" or "your" and may refer to Hanesbrands (including our subsidiaries, affiliates, brands and operating units) as "we", "us" or "our".

ENROLLMENT

In order to participate in our sales program through which you may purchase Products from us through the Site for resale in your retail business (the "**Program**"), you must establish a personal site account (an "**Account**") on the Site. You will be required to register and provide certain information about yourself and your company, which you agree to input, update and maintain accurately and completely as long as you are a registered user. You affirm that you are 18 years of age or older and are fully authorized and competent to enter into, abide by and comply with the terms, conditions, obligations, affirmations, representations and warranties set forth in the Agreement on behalf of your company. Clicking the "Terms Acceptance Acknowledgement" box and "Submit" at the end of these Sales Terms constitutes your signature and your consent to be bound by the terms and conditions of the Agreement in connection with any purchase of Products or any other use of the Site or your Account. Additionally, each time you place an Order, accept Products or access your Account, you renew your acceptance of the Agreement, as amended from time to time.

Upon our request, you will submit a credit application to us for our review and approval. You acknowledge and agree that any and all sales of Products to you are subject to our periodic approval of your credit. Following such approval, you will have access through your Account to submit electronic orders for Products ("**Orders**") by clicking the "ORDER" (or "SUBMIT ORDER") button on the Site.

AUTHORIZED USERS AND PASSWORDS

You will have the ability to set up multiple users in your Account (each a "**User**"). You represent, warrant and covenant that each User and any other person using your Account have and will have the capacity and authority to place Orders for Products on your behalf. You have the sole responsibility for the security and use of your Account and the Site by your Users. Accordingly, you agree to use your best efforts to ensure that only your proper representatives are set up as Users or given access to the Account or Site. Not in limitation of the foregoing, you are solely responsible and liable for any and all activity conducted by your Users or otherwise conducted through your Account, including, without limitation, (a) any Orders placed or charges incurred, (b) any misuse of the Program, and (c) any violations of the Agreement.

You agree to keep all of your passwords and other login information for the Site confidential and comply with any reasonable password security measures that we institute from time to time. If you learn that any password has been lost or compromised, you agree to provide notice to our Customer Service Department promptly by telephone (888-246-5534) or electronic mail (b2b.service@hanes.com). We will attempt to deactivate your Account as promptly as

practical after you inform us of such loss or compromise; however, you remain fully liable for all Orders placed through your Account until such time as we have deactivated your Account.

THE PROGRAM

As a participant in the Program, you are authorized to market, advertise, sell and offer to sell the Products available through the Site to your retail and wholesale customers including, without limitation, (i) to consumers at retail through retail stores owned or operated by you and located in the Territory (as defined below) ("**Participant Stores**"), (ii) to consumers at retail located in the Territory through any e-commerce sites on the Internet of the Participant Stores ("**Participant Websites**"), (iii) to retailers or other businesses at wholesale, and/or (iv) directly to your corporate or institutional customers, all solely in accordance with the terms and conditions of the Agreement. If you wish to market, advertise, sell and offer to sell the Products through Internet/e-commerce channels other than a Participant Website, including, without limitation, any third party marketplace such as Amazon.com, Alibaba.com, Walmart.com (or the marketplace of any Walmart affiliate or subsidiary such as Jet.com), eBay.com, or otherwise, you must first comply with the following requirements:

1. You shall obtain our prior approval of (a) each e-commerce site that you propose to use to sell Products and (b) each brand and each product category within each such brand of the Products that you propose to sell on such e-commerce site. An approved e-commerce site is referred to herein as an "**Approved Website**" and the Products within the brand and product categories that have been so-approved is referred to herein as "**Approved Products**". In order to seek our approval therefor, you shall complete and submit a Marketplace Approval Form to us, available at <https://www.surveymonkey.com/r/MAF2016>. <https://www.surveymonkey.com/r/MAF2016> Once approved, we may withdraw our approval of any such Approved Website and/or any Approved Products at any time for any reason or no reason. If we withdraw our approval of any Approved Products in accordance with the foregoing, you shall cease offering such Approved Products for sale through such Approved Website immediately and if we withdraw our approval of any Approved Website, you shall cease utilizing such Approved Website in any manner in connection with the Products immediately. All such approvals will be made on a case-by-case basis and no approval of the sale of any Approved Products on a given Approved Website shall be deemed to require us thereafter to approve sales of other Products on the Approved Website or the sale of such Approved Products on an additional Approved Website. You acknowledge and agree that, in some cases, third parties have been granted the exclusive right to sell certain Products through certain channels and the sale by you of Products through e-commerce sites without our prior approval may violate our agreements with third parties.
2. You shall not ship any Products purchased through any Approved Website to addresses outside the Territory without our prior approval.
3. You shall not approach or solicit customers outside the Territory to encourage or induce such customers to purchase the Products through an Approved Website, including through any of the following actions:
 - a. direct mail, including the sending of unsolicited e-mails;
 - b. advertising in media or on the Internet or other promotions, where such advertising or promotion is specifically targeted at customers outside the Territory;
 - c. online advertisements addressed to customers outside the Territory and other

efforts to be found specifically by customers outside the Territory, including the use of territory-based banners on third-party websites and paying a search engine or online advertisement provider to have advertisements or higher search rankings displayed to customers outside the Territory; and/or

- d. advertising or promotion in any form that you would not reasonably carry out but for the likelihood that it will reach customers outside the Territory.
4. You must use the correct Universal Product Code ("UPC") assigned to each Approved Product in any listing on any Approved Website.
 5. You must use the title, description, bullet points, and image provided for the Product in the Sales Materials (defined below) for each Approved Product listed on an Approved Website.
 6. You may not repackage or reconfigure the packaging of any Approved Product prior to listing it for sale on an Approved Website, and the title, description, bullet points, and image of the Product contained in the listing on the Approved Website must be the same in all respects as the Approved Product including, without limitation, the size, color, and quantity contents of such package.
 7. To the extent that we approve your sale of Approved Products on Amazon.com as an Approved Website, the following additional requirements will apply:
 - a. If there is an existing Product Detail Page for the UPC assigned to a given Approved Product, the Approved Product you propose to sell matches the existing Product Detail Page in all respects, including the package configuration and contents (including size, style, and color), and the title, description, bullet points and image of the Product Detail Page are accurate, then you must use the existing Product Detail Page to list the Approved Product for sale without modification or alteration of any kind.
 - b. If the Approved Product you propose to sell does not match an existing Product Detail Page in all respects, then you must create a new Product Detail Page for sale of the Approved Products in accordance with the requirements of these Sales Terms.

You may not sell Products other than directly to corporate or institutional customers or through the Participant Stores, Participant Websites, and the Approved Websites, if any, unless specifically authorized by us in accordance with the "Consents and Approvals" Section of these Sales Terms. Without limiting the generality of the foregoing, the brand and product category of any products to be sold to retailers or wholesalers for resale shall be subject to our prior consent. In addition, you may only sell or offer to sell the Products that you currently have in inventory or that have been ordered from us and which Order has been accepted by us as available for delivery to you.

Upon our request, you shall provide us with a current and accurate list of all of your Participant Stores, Participant Websites, and Approved Websites, if any.

TERRITORY

You acknowledge and agree that Products purchased through the Site are intended for sale only

in the United States and its major protectorates and territories, which includes only American Samoa, the Federated States of Micronesia, Guam, the Marshall Islands, the Northern Mariana Islands, Palau, Puerto Rico and the U.S. Virgin Islands (the "**Territory**"). Sales to American military exchanges via the Military Postal Service Agency shall be considered within the Territory. Any sale or resale by you of Products outside the Territory without our express written authorization obtained in accordance with the "Consents and Approvals" Section of these Sales Terms constitutes a violation of the Agreement.

You are solely responsible for determining and complying with any and all foreign, federal, state and local laws and restrictions that may be applicable to your purchase or sale of Products.

ORDERS

The act of clicking "ORDER" (or "SUBMIT ORDER") on the Site shall constitute your signature on an Order and your acceptance and willingness to be bound to purchase the Products listed on such Order for delivery pursuant to the shipping method indicated in the Order. Any Order submitted through your Account shall be (i) treated by us for all purposes as a signed purchase order and (ii) your valid and legally binding obligation. We are not obligated to cancel any Order submitted through your Account for any reason. In addition, if you direct one of our authorized representatives to place an Order on your behalf, then such representative shall be deemed your agent in connection with your use of the Site and placement of Orders.

Each Order shall be subject to all of the terms and conditions set forth in the Agreement. No course of prior dealings between you and us and no usage of trade shall be relevant to supplement or explain any term used in the Agreement. No terms in addition to, in conflict with or that otherwise purport to modify any of the Agreement that are contained in any purchase order or other correspondence or document that you send us (even if receipted for or executed on behalf of us) (each a "**Buyer Term**") shall be binding on us, unless it is the subject of a separate document, specifically identifying the Buyer Term, that includes our express written authorization of such Buyer Term in accordance with the "Consents and Approvals" Section of these Sales Terms. Any and all Buyer Terms are hereby deemed to be material alterations of the Agreement and we hereby expressly object to each and every such Buyer Term.

No Order is effective until we expressly accept it, and we reserve the right, in our sole discretion and without cause, to: (a) reject any Order; (b) limit the quantity or value of Products that you may purchase; (c) require payment in full before we accept an Order; (d) modify requested delivery dates; and/or (e) demand that you provide adequate security for an Order, as determined in our sole discretion. In the event of any of the foregoing events, we shall provide notice to you in accordance with the "Notice" Section of these Sales Terms or through your Account.

We process most in-stock orders within 24-48 hours after we receive them (Monday through Friday) excluding holidays, Distribution Center closures, and occasional system maintenance. Once we verify your credit-card authorization, we'll get your order on its way. Our Distribution Center is closed Saturdays & Sundays so all orders placed during the weekend will begin being processed with Monday's shipments. Plus, we'll send you a shipping confirmation email with the tracking number(s) to let you know your order has shipped. All orders ship from NC 27045 zip code.

STANDARD DELIVERY

Place your in-stock order by 6:00 p.m. Eastern Standard Time (Monday-Thursday). Orders submitted on Friday will be processed with Monday's shipments.

PRIORITY DELIVERY – 3 business days

Includes process and delivery time. Place your in-stock order by 12:00 p.m. Eastern Standard Time (Monday-Friday).

2ND DAY DELIVERY – 2 business days

Place your in-stock order by 12:00 p.m. Eastern Standard Time (Monday-Friday).

NEXT BUSINESS DAY DELIVERY

Place in-stock order by 12:00 p.m. Eastern Standard Time (Monday-Friday).

**For Hawaii, Alaska and certain rural areas, Next Business Day Delivery time is by 5 p.m. Next Business day Delivery is not available in Puerto Rico, Virgin Islands or Guam. Next Business Day Delivery is not available for shipments to P.O. Boxes, APOs or FPOs.*

PRICES

The prices of the Products for any Order will be the prices set forth on the Site at the time the Order is placed. We may change the prices of the Products on the Site from time to time in our sole discretion and without prior notice. The pricing set forth on the Site incorporates and reflects all discounts and allowances available to you except as specifically set forth in these Sales Terms or authorized by us in accordance with the "Consents and Approvals" Section of these Sales Terms.

FREIGHT AND CHARGES

All Product prices provided on the Site are FOB Shipping Point and our responsibility for safe delivery of Products shall cease, and title to the applicable Products shall pass to you, upon our obtaining carrier's receipt in good condition. You shall pay all transportation costs related to any Order or Return (as defined below) unless otherwise expressly consented to by us in accordance with the "Consents and Approvals" Section of these Sales Terms. Delivery schedules we give for accepted Orders are estimates only.

We shall charge you for the shipment of Products in accordance with our shipping price list, as published by us from time to time and in effect as of the date of acceptance of the Order.

TAXES

You are responsible for any duties, taxes or customs charges, if any, imposed by any foreign, federal, state, local or other governmental authority on any sale or delivery of Products ("**Taxes**") and none of those Taxes are included in the prices set forth on the Site. Taxes known to us will be noted on the invoice to the extent practical.

If you are an organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, you may be eligible to avoid sales taxes, depending on applicable state law if you submit to us a valid tax exemption certificate for the state(s) where you are located. If you are a tax-exempt organization, please provide the specific [tax exemption document\(s\)](#) for each applicable state via fax to: 336-519-0253 or email to: b2b.service@hanes.com.

TERMS OF PAYMENT

Payment terms for all Orders (excluding credit card transactions) are net thirty (30) DOI (date of invoice) unless otherwise approved by us in accordance with the "Consents and Approvals" Section of these Sales Terms. All payments shall be made in U.S. Dollars. We reserve the right to impose finance charges on past due balances and on payments not made within the specified terms, including amounts unpaid due to unauthorized charge-backs. Such finance charges shall

be the lesser of 1-1/4% per month or the maximum rate permitted by law. If permitted by applicable state law, you are required to pay us any reasonable attorney's fees that we incur in the enforcement of our rights hereunder.

Your obligation to pay for the Products sold hereunder shall be absolute, notwithstanding any claim that you may assert against us. You have no right to set-off, charge against or make any deduction from any payment due hereunder for any reason whatsoever.

INVOICES

An invoice from us may be the only documentation provided by us for purchase and payment of Products ordered through the Site, and that such invoice may be delivered electronically or in paper form. We will send a copy of the invoice to you by e-mail or U.S. mail in accordance with the "Notice" Section of these Sales Terms. Invoices may also be made available through your Account.

PROMOTIONAL ALLOWANCES

The trade spending promotions that we offer from time to time on branded products will be available to participants in the Program. In order to receive the allowance for any such promotions, you must present us with proper documentation to support the promotions such as a copy of the sales advertisement with the date(s) of sale, selling styles, number of units sold, and all other required documentation. For more information, you may contact us by telephone(888-246-5534) or electronic mail (b2b.service@hanes.com). Documentation should be mailed to: Attn: Hanesbrands B2B Sales Support, 531 North Ridge Park, Rural Hall, NC 27045.

BUSINESS DEVELOPMENT ALLOWANCES

Various business development incentives may be available from time to time to participants in the Program. Participants may qualify based on metrics such as sales growth, expansion of categories or brands, exclusivity, or other metrics that we establish. Metrics as well as the length and amount of any such incentives are subject to change at any time. For more information, you may contact telephone (1-888-246-5534) or electronic mail (b2b.service@hanes.com). Documentation should be mailed to: Hanesbrands B2B, Attention: Sales Support, 531 Northridge Park, Rural Hall, NC 27045.

PACKAGING

We will provide the Products to you in our standard packaging, appropriate for sale of the Products in the United States. You may not repackage or relabel the Products in any manner prior to sale, except to the extent necessary to comply with applicable foreign, federal, state and local laws and restrictions, in each case relating to any purchase, sale, resale, distribution, promotion, labeling, packaging or marketing by you of any Products purchased under the Agreement. You are solely responsible for determining and complying with any and all such foreign, federal, state and local laws and restrictions.

ADVERTISING AND MARKETING

As a participant in the Program, you are authorized to market, advertise and promote the sale of the Products in the Participant Stores, through the Participant Websites, and through any Approved Websites solely in a manner that reflects favorably at all times on the Products and our good name, goodwill, and reputation and is consistent with our global marketing and advertising criteria, strategy and image as set forth in the Brand Guidelines for the Products made available on the Site. In any such marketing, advertising or promotions, you should use the images for such Products and the Product descriptions that are made available with respect

to the Products on the Site, including, without limitation, titles, descriptions and bullet-points suitable for use on Approved Websites (collectively, "**Product Information**") and the other marketing, advertising, and/ or collateral materials provided by us on the Site (collectively with the Product Information, the "**Sales Materials**"), including in any print and magazine advertising, comps, ad slicks, in-store merchandising, direct mail to customers, Internet and e-commerce marketing and advertising, and public relations initiatives. You may not use any other product information, marketing, advertising or collateral materials without first receiving our prior approval in accordance with the "Consents and Approvals" Section of these Sales Terms.

When listing Products for sale on any Participant Website or Approved Website, you shall use the Product Information, including bullet-point lists, if any, included in the Sales Materials. You may only use current Sales Materials and are responsible for monitoring image expiration dates, changes to Product availability and changes to Product descriptions and updating your listings accordingly. Check the Sales Materials on the Site regularly to make sure you are not in violation of this requirement. You shall not use any other images, descriptions, bullet-point lists, specifications, marketing, advertising, and/ or collateral materials with respect to the Products in any such listing.

In all cases, you must use the Sales Materials, including the Product Information, brand names, trademarks and brand logos in a manner consistent with the requirements set forth in the applicable Brand Guidelines.

CREATIVE MATERIALS USAGE AGREEMENT

From time to time, we may provide you with copies of our trademarks, brand logos, labels, images, and/or other creative materials, including the Sales Materials as described above (the "**Creative Materials**"), which are owned by or under license to us, in graphical image files or other media.

Sales Materials are available for download from the Site. From time to time, you may also request and we may provide you with additional Creative Materials for use in accordance with the restrictions set forth in these Sales Terms. You agree to make any such request in a timely manner, providing us with sufficient time (but no less than five (5) business days in any event) for us to process the request. You may use the Creative Materials provided by us solely in connection with the marketing and/or sale of the Products in accordance with the Sales Terms or as otherwise approved by us in advance on a case by case basis. The Creative Materials may contain images that have restrictive usage rights and/or time-sensitive imagery; therefore, you represent and warrant that you will use the Creative Materials in the manner in which you originally requested and that we approved, if applicable, and in any event only as authorized by these Sales Terms and within the time period approved by us.

You agree not to alter, deface or otherwise change the appearance of any Creative Materials, including but not limited to the color, character, and integrity of same. You acknowledge and agree that all title to and ownership of the Creative Materials and all derivative works thereof shall at all times remain with us. You will ensure that all Creative Materials hereunder are adequately and correctly displayed on all applicable Products, and that such display shall include any markings we request to show evidence of trademark or copyright protection and our ownership of the Creative Materials. In no event shall you use the Creative Materials in a manner that will weaken or disparage the Products, or our other products, trademarks, or reputation. You do not have the right to change or alter any Creative Materials, except with our prior written consent provided in accordance with the "Consents and Approvals" Section of these Sales Terms, or to display the Creative Materials in connection with your own trademarks or

other indicia in such a way as to suggest your ownership of the Creative Materials.

We may terminate the usage rights regarding any Creative Materials granted herein at any time by written notice to you in accordance with the "Notice" Section of these Sales Terms or through your Account. Upon such termination, you shall immediately discontinue any and all use of the Creative Materials. Furthermore, upon notice from us in accordance with the "Notice" Section of these Sales Terms or through your Account, you will immediately discontinue any use of Creative Materials that we object to as contrary to the terms of these Sales Terms. Upon our request, you shall also promptly remove any content related to the Creative Materials or to us from the Participant Stores, the Participant Websites, and/or the Approved Websites, if any as we may instruct.

You will not obtain, register, accept assignment of, or use any domain name or uniform resource locator that incorporates a trademark, service mark, trade name, or product name associated with, belonging to, or licensed by us, or any word confusingly similar to such marks or names as determined by us in our sole discretion.

You shall operate the Participant Websites, and shall ensure that the Approved Websites, if any, are operated, in a manner that is consistent with, protects, and supports our prestige, image, and reputation, and the Products and our other products. To that end, you agree: (i) to present the Products in a commercially reasonable manner, and in a manner no less favorable than the other products displayed on the Participant Websites and/or the Approved Websites, if applicable; (ii) to comply with the Code of Online Business Practices established by the Better Business Bureau; and (iii) to operate the Participant Websites and ensure that the Approved Websites, if any, are operated in such a manner as is an appropriate environment for the sale of the Products, as determined by us in our sole discretion.

PRODUCT INFORMATION

Product Information that is made available on the Site is for information purposes only, and we do not guarantee that you will be able to see accurately the actual colors or specific features of any Product. You also acknowledge and agree that there may be unintentional inaccuracies, omissions or errors regarding price, inventory or other matters in the Sales Materials and otherwise on the Site and we are not liable for any such inaccuracies, omissions or errors.

We reserve the right to change any Sales Materials on the Site at any time. Additionally, Products made available through the Site may, from time to time, be out of stock or discontinued.

FORCE MAJEURE

We will have no liability for any damages resulting from our failure to deliver any Products or otherwise perform our obligations under these Sales Terms where such failure is due to fire, flood, storm, earthquake, epidemic, war, terrorism, embargo, labor disputes, failure to secure material from usual sources of supply or any other circumstances beyond our control not enumerated above that prevent us from making deliveries or otherwise performing under these Sales Terms in the usual course of business. Nothing contained herein shall obligate us to settle any labor dispute.

WARRANTY

We represent and warrant that the Products sold to you through the Site (i) will conform to the specifications for those Products described on the applicable Order and (ii) will be free from defects in materials and workmanship. **WE DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO**

THE PRODUCTS SOLD THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, TRADE USAGE OR OTHERWISE.

PROHIBITED ACTS

Notwithstanding anything to the contrary in the Agreement, you shall not make any representations, warranties, guarantees, indemnities, similar claims, or other commitments: (a) actually, apparently, or ostensibly on behalf of us, or (b) to any retail consumer regarding the Products, which representations, warranties, guarantees, indemnities, similar claims, or other commitments are additional to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, similar claims, or other commitments in these Sales Terms, or (c) engage in any unfair, competitive, misleading, or deceptive practices respecting us, our trademarks or brand logos, or the Products, including any product disparagement or "bait-and-switch" practices. **YOU HAVE NO AUTHORITY TO WARRANT THE PRODUCTS OTHER THAN AS EXPRESSLY SET FORTH IN WRITING BY US. ANY WARRANTY THAT YOU PROVIDE IS AT YOUR OWN RISK.**

CLAIMS AND DAMAGES

You must provide us notice of any claim relating to Products delivered by us to you under these Sales Terms in accordance with the "Notice" Section of these Sales Terms within thirty (30) days after your receipt of the Products. After such time, you will be deemed to have accepted such Products.

Without limiting the effect of any other requirement or provision contained herein, you must bring any claim or cause of action arising out of or relating to the Products, any Order or these Sales Terms within one (1) year after any such claim or cause of action arises. Provided the Product is returned to us in unused condition, if we determine that the Product is non-conforming, then we will, at our option, either replace the Product or refund of the price of the Product. The remedy provided for in this Section, and in the "Limitation of Liability" Section below, are your sole and exclusive remedies and our total liability for any breach of our obligations herein.

RETURN POLICY

We are not obligated to accept the return of any Products (each a "**Return**"). We will not accept or recognize any Return unless we approve and issue a Return Authorization shipping label prior to our receipt of such Return. We will not accept any Returns of worn and/or embellished merchandise. To obtain an authorization to return merchandise, a fully completed form for Returns (hereinafter "**Return Form**") must be generated and submitted through your Account no later than ninety (90) days following our original shipment of the Products. If we approve the Return request, we will send a Return Authorization email to you. Authorized Returns may be subject to a restocking fee of up to fifty percent (50%) of the purchase price of the returned Products plus any applicable additional shipping and handling fees.

LIMITATION OF LIABILITY

IN NO EVENT, UNDER NO LEGAL OR EQUITABLE THEORY (WHETHER TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE), SHALL WE OR ANY OF OUR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR THIRD PARTIES, BE LIABLE HEREUNDER OR OTHERWISE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM THE THESE SALES TERMS, THE

SALE, DISTRIBUTION, DELIVERY, NON-DELIVERY, CONDITION, USE, OWNERSHIP, POSSESSION, OPERATION, TRANSPORTATION, LOADING, UNLOADING OR RETURN OF THE PRODUCTS, OR ANY CLAIM MADE AGAINST YOU BY ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOST ANTICIPATED PROFITS, LOSS OF GOODWILL, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IF WE ARE HELD LIABLE IN A COURT OF COMPETENT JURISDICTION IN CONNECTION WITH THE PRODUCTS OR THIS ONLINE SALES AGREEMENT, IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS IN RESPECT OF WHICH SUCH CLAIM IS MADE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY LIMITATION ON REMEDIES, DAMAGES OR LIABILITY IS PROHIBITED OR RESTRICTED BY LAW, WE SHALL REMAIN ENTITLED TO THE MAXIMUM DISCLAIMERS AND LIMITATIONS AVAILABLE UNDER THE AGREEMENT, AT LAW AND/OR IN EQUITY.

THE REMEDIES PROVIDED HEREIN, AND THOSE SPECIFIED IN THE "CLAIMS AND DAMAGES" SECTION ABOVE, ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

INDEMNIFICATION

You agree to indemnify and hold us and each of our respective successors and assigns, and their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all losses, expenses, damages, costs and expenses (including attorneys' fees), arising out of, relating to, or resulting from any claim of a third party:

- (a) alleging or relating to any breach or non-fulfillment of any representation, warranty, covenant or agreement in the Agreement by you, your Users or any of your personnel, representatives or agents ("**Representatives**");
- (b) alleging or relating to any act or omission of you or your Representatives (including any recklessness or willful misconduct) in connection with the performance of your obligations under the Agreement;
- (c) alleging or relating to any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of you or your Representatives;
- (d) relating to a purchase of a Product by any person or entity purchasing directly or indirectly through you or your Representatives and not directly relating to a claim of breach of our warranties set forth in these Sales Terms;
- (e) relating to the sale of Products by you or your Representatives through an e-commerce site without our approval or after we have revoked our approval of such sales;
- (f) relating to any failure by you or your Representatives to comply with any applicable

United States or foreign, federal, state or local laws or restrictions;

- (g) relating to your or your Representatives' use of the Creative Materials or breach of any of the terms or conditions of these Sales Terms governing your use of the Creative Materials; or
- (h) alleging that you or your Representatives breached your agreement with a third party as a result of or in connection with entering into, performing under or terminating the Agreement.

We reserve the right to assume the exclusive defense and control of any demand, claim or action arising hereunder or in connection with the Site and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defense of any such demand, claim, action, settlement or compromise negotiations, as requested by us.

The foregoing indemnities shall survive the expiration, termination, or cancellation of the Agreement for any reason.

INJUNCTIVE RELIEF

Since we would be irreparably damaged if you violate any provision contained in the Agreement (including, without limitation, your use of the Creative Materials in a manner not authorized hereunder), in addition to any other rights and remedies available to us, we shall be entitled to full injunctive relief restraining any such violation without any bond or security being required, to the extent permitted by applicable law.

ENFORCEABILITY

You hereby waive any right to challenge the validity or enforceability of the Agreement or any Order on the grounds that the Order was electronically transmitted or authorized.

COMPLIANCE WITH LAWS AND REGULATIONS

You are responsible for complying with any and all applicable United States laws or regulations, including, without limitation, any United States export law or regulation, as well as any applicable foreign, federal, state and local laws and restrictions, in each case relating to any purchase, sale, resale, distribution, promotion, labeling, packaging or marketing by you of any Products purchased under the Agreement.

TERMINATION

We may terminate your Account and your right to participate in the Program at any time, with or without cause, immediately upon written notice to you in accordance with the "Notice" Section of these Sales Terms or through your Account. You may terminate your Account and your participation in the Program by sending an e-mail, containing your name and address and the date on which participation in the Program should be terminated to b2b.service@hanes.com. You may also send the same information in writing to the Web Master, at the postal address set forth in the "Notice" Section of these Sales Terms. At our option, we may cancel any deliveries of Products to you that are scheduled to be made after the effective date of termination, whether or not any Orders for the Products had been accepted by us.

Without limiting the generality of the foregoing, your Account will be reviewed annually and may be terminated if we find that there has been insufficient activity or Product purchases during the

period of review.

NOTICE

We may provide any notice required under these Sales Terms to you, including notices of changes to these Sales Terms, by any of the following methods: (a) first class mail, postage prepaid at the address provided in your Account; (b) electronic mail at the address provided in your Account; or (c) by posting a notice on the Site. Except as set forth above in connection with notice regarding passwords, which must be given in accordance with the requirements of the "Authorized Users and Passwords" Section of these Sales Terms, you may provide notice or submit requests in writing to us by first class mail, postage prepaid, return receipt requested properly addressed to the following:

Attn: Hanesbrands B2B Sales Support, 531 North Ridge Park, Rural Hall, NC 27045, or electronic mail to b2b.service@hanes.com.

Unless otherwise set forth in the Agreement, you will be deemed to have received any notice provided under these Sales Terms three (3) business days after it is sent or posted unless otherwise specifically set forth in the Agreement, regardless of whether you actually receive or see the notice during such timeframe. We will be deemed to have received any such notice three (3) business days after our actual receipt. Any inquiries regarding any Order may be made in writing to the addresses above or by telephone to Customer Service at (888) 246-5534, but no such communication will be deemed proper notice for purposes of these Sales Terms.

ASSIGNMENT OF RIGHTS

You may not assign any rights, nor delegate any duties, under the Agreement, including, without limitation, your rights and obligations with respect to the Creative Materials, to any third party, including any of your affiliates, without our prior written consent provided in accordance with the "Consents and Approvals" Section of these Sales Terms. The Agreement is freely assignable by us. The Agreement shall be binding on and inure to the benefit of any permitted successors and assigns.

MODIFICATIONS

We reserve the right, at any time and from time to time, to revise the Agreement we have with you. We will post revisions on our Site or otherwise notify you, and the revisions will be effective as soon as we post them or, if later, on the date specified in the notice or posting. If you do not wish to be bound by the revised Agreement or at any time you no longer agree with all the terms and conditions that apply to you, as described in the Agreement, then your sole remedy shall be to cease ordering Products and discontinue any further use of the Site.

You are always bound by the terms and conditions that apply at the time of you place an Order and you should periodically visit this page to review them so you know the terms and conditions that apply to you. Your continued use of our Site to order Products or otherwise means that you accept and fully agree to the terms and conditions that apply at the time of your use.

You have no right to amend any portion of the Agreement without our express written consent obtained in accordance with the "Consents and Approvals" Section of these Sales Terms.

CONSENTS AND APPROVALS

Whenever these Sales Terms require our consent, approval, or express authorization, such consent, approval or authorization will not be valid unless it is set forth in writing, specifically identifies these Sales Terms, is signed by an officer of Hanesbrands Inc., and is delivered to you in accordance with the "Notice" Section of these Sales Terms or through your Account.

RELATIONSHIP OF THE PARTIES

Each of us are independent contractors and nothing in the Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship, franchise or business opportunity between us. Neither of us, by virtue of the Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other. Each of us assumes responsibility for the actions of our own personnel under the Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the transactions contemplated by the Agreement will be accomplished. Except as provided otherwise in the Agreement, you have the sole discretion to determine your methods of operation. The relationship created hereby between us is solely that of supplier and purchaser.

GENERAL

If any provision of the Agreement is held invalid or unenforceable, it shall not affect the enforceability of the rest of the Agreement. If we fail to act or enforce any particular terms or conditions of the Agreement, it does not constitute a waiver and shall not limit our rights with respect to that or any other breaches. The Agreement, including any additional terms and conditions, shall be governed by and construed in accordance with the laws of North Carolina and the Federal laws applicable thereto, without regard to conflicts of law provisions. You and we hereby expressly exclude the application of the 1980 United Nations Protocol on the Limitation Period in the International Sale of Goods with respect to the sales covered by these Sales Terms. Any action or proceeding arising out of or related to the Agreement or the Products must be brought in a state or federal courts sitting in Forsyth County in the Middle District of North Carolina, and you consent to the exclusive personal jurisdiction of such courts. We have the right to obtain equitable relief from a court of competent jurisdiction, including, without limitation, injunctions, restraining orders, and specific performance, without the requirement of posting a bond or other security or proving money damages are insufficient. The Agreement is the entire agreement between you and us regarding the subject matter and supersedes any and all prior or inconsistent terms and conditions.

By clicking the "Terms Acceptance Acknowledgement" box and "Submit" you are verifying that (i) you have read and understand the terms and conditions set forth in the Agreement, (ii) you are 18 years of age or older and are fully authorized and competent to enter into, abide by and comply with the terms, conditions, obligations, affirmations, representations and warranties set forth in the Agreement on behalf of your company, and (iii) you and your company wish to accept and agrees be bound by the terms and conditions of the Agreement. Clicking the "Terms Acceptance Acknowledgement" box and "Submit" at the end of these Sales Terms constitutes your signature and your consent to be bound by the terms and conditions of the Agreement in connection with any purchase of Products or any other use of the Site or your Account.

If you are not sure whether you are authorized to accept the Agreement on behalf of your company, or otherwise wish not to accept the terms and conditions of the Agreement on behalf of your company, you must click "Cancel."