

STAR★TEE

Dear Potential Vendor:

Thank you for your interest in establishing an account with Startee Apparel, Inc. To process your application, we require:

- A fully completed and signed application with 4 trade references and banking information
- Accurate vendor references including account, phone and fax numbers. Please list references that validate your involvement in the trade industry.
- A copy of your resale certificate

The approval of your application and the establishment of credit terms is a 2 step process. Your application will be initially reviewed by our Sales Manager and then upon acceptance forwarded onto the Credit Department to establish your payment terms. Upon credit approval, you will be notified of your terms and credit limit.

If you are providing a separate company credit reference sheet, please ensure all provided fax numbers business names and account numbers are current. We have found that applicants providing complete and accurate information enjoy a much quicker approval process. Our accounting department will make every effort to establish your credit line, however please understand that the speed of this process often relies on the proper completion, detail, and legibility of the application you provide.

We appreciate your understanding and your business. Please feel free to contact Sales Dept. at 562-926-5200 or via email Sales@StarteeApparel.com to check on the status of your application.

Please fax completed applications to (562) 926-5300

Startee
13563 Alondra Blvd
Santa Fe Springs, CA 90670
Tel: 562-926-5200 Fax: 562-926-5300

Please print the forms and email/fax back to us.

Use this Cover Sheet to return your information to Startee Apparel, Inc.

Please allow 1 business day for processing

To: Startee New Accounts Department
Phone Number: 1-562-926-5200
Fax to: (562) 926-5300
Email to: Sales@StarteeApparel.com
From:

Company Name _____ **Main Contact** _____

Phone Number _____ **Fax Number** _____

Or by Mail: Startee
New Accounts
13563 Alondra Blvd.
Santa Fe Springs, CA 90670

Checklist: The following must be completed before application will be processed

<input checked="" type="checkbox"/> Credit Card Authorization Form (Page 1)	<input checked="" type="checkbox"/> Fully completed, dated, & signed Reseller Application (Pages 2 thru 3)
<input checked="" type="checkbox"/> Completed and signed Uniform Sales & Use Tax Certificate-Multijurisdiction for each state in which you are registered (Page 6)	
<input type="checkbox"/> Financial Statements (Optional)	<input type="checkbox"/> Other _____

Credit Card Authorization Form

Your application will not be processed until this form is fully completed and received by Startee Apparel

Company Name		Card Holder's Name (as shown on statement)	
City, State, & Zip (as shown on statement)		Phone Number	Fax Number
Credit Card: <input type="checkbox"/> Visa <input type="checkbox"/> Master card <input type="checkbox"/> Discover Credit Card Limit \$ _____			
Expiration Date	Credit Card#	3- Digit# on back of credit card	
Name of Bank Issuing Credit Card		Issuing Bank's Toll Free #	

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Signature	
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Please Note: The cardholder must be one of the owners/officers named on the reseller application.

This authorization will be used upon approval of your reseller application. Please note that the credit card information will be kept confidential and the signature will be kept as your authorization for Startee Apparel, Inc. to debit the amount on the credit card. I hereby authorize Startee to charge my credit card for purchases made on behalf of the above company. I further authorize that at any time my account becomes past due that Startee may use this card to settle the debts that are owed on behalf of the company. Copy of both size of credit card in addition to a copy of drivers license.

RESELLER APPLICATION

Section 1 – Business Information

Legal Business Name (As it appears on Business License)		Do you now or have you ever had an Startee Account <input type="checkbox"/> Yes <input type="checkbox"/> No Account # _____		
Business Trade Name – DBA (Required if using a DBA Name)		Date Business Established	Fed Tax ID#	Business Website Address
Business Street Address (Must be actual location of business. No P.O. Boxes)		City	State	Zip
Billing Address (if different)		City	State	Zip
Business Phone Number (No Cell Phone)		Cell Phone #	Business Fax #	Business Toll Free #
Shipping Street Address		City	State	Zip
Authorized Purchaser		Email Address		
Authorized Purchaser		Email Address		
This Company is (check one)	<input type="checkbox"/> Public, Stock Symbol _____ If subsidiary of Public Co. Parent Co. Name: _____ <input type="checkbox"/> Private D & B# (If Known) _____ Annual Sales: _____			
Terms Requested <i>*Please choose your preferred method of payment. Regardless of payment terms selected, application processing will not be delayed.</i>	Credit Limit Amount Requested \$ _____ <input type="checkbox"/> Net Terms (Will require Startee review and approval.) <input type="checkbox"/> EFT/Direct Debit (Check here if you would like for us to send you information on paying your net terms account by direct debit) <input type="checkbox"/> Credit Card (Discover, Mastercard & Visa only) or Prepay Wire Transfer			
Check if you: for future use				
<input type="checkbox"/> N/A <input type="checkbox"/> N/A <input type="checkbox"/> N/A				

Public Companies – Skip to Section 4

If Private, the company is (check one)	<input type="checkbox"/> C-Corp, State of Incorporation _____	<input type="checkbox"/> S-Corp, State of Incorporation _____	<input type="checkbox"/> LLC	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
Is there a Parent Company	<input type="checkbox"/> Yes, Name of Parent Company _____ <input type="checkbox"/> No				
Is there a Subsidiary	<input type="checkbox"/> Yes, Name of Subsidiaries (or attach list) _____ <input type="checkbox"/> No				
Customer Agrees to Notify Startee of any changes of ownership of it's business within ten (10) days, as set for the herein by certified mail to the following address: Startee Apparel Inc., 13563 Alondra Blvd, Santa Fe Springs, CA 90670					
(List all owners with 25% or greater ownership in business, in order by greatest ownership percentage)					
Owner 1 Name	Percentage of Ownership _____ %				
Owner 2 Name	Percentage of Ownership _____ %				
Owner 3 Name	Percentage of Ownership _____ %				
Owner 4 Name	Percentage of Ownership _____ %				

Section 2 – Additional Owner Information

The following additional owner information is required, if either of the following circumstances is present:

1. Company is a Sole Proprietorship or Partnership **or** 2. Company is requesting net terms and would like Startee to consider the personal credit of the owner (s) in their evaluation.

The undersigned individual (s), who is/are the principal(s) of the credit applicant or a sole proprietor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by above named business credit grantor in the credit evaluation process.

Owner 1 Signature	Social Security Number		
Home Street Address	City	State	Zip
Owner 2 Signature	Social Security Number		
Home Street Address	City	State	Zip

If credit card or pre-pay was requested you may skip to Section 4

Section 3 – Credit Information for Net Terms Request

Section 3A, 3B & 3C are required for ALL Net Terms Requests

3A Financial statements may be required to extend trade credit. You will be contacted if they are needed, or you may include with this application when returned. Please include a minimum of the prior two year's income statement & balance sheet, and interim financials if available.

Person to Contact for Information or Financial Questions:

Name	Title
Phone	Email

check here if Financial statements are attached to this application

3B – Do you currently finance any of your inventory purchases through factors for leverage and/or cash flow?

<input type="checkbox"/> Yes (Complete information below)	<input type="checkbox"/> NO
Finance Company Name	Finance Company Name
Dealer #	Dealer #
Finance Company Address	Finance Company Address
Finance Company Telephone Number	Finance Company Telephone Number

3C – Trade & Bank References

Check here if you have attached a separate trade and bank reference sheet rather than completing below

Trade References (Preferably in the Garment Industry)

1. Company Name	2. Company Name
Company Address	Company Address
Company Phone #	Company Phone #
Company Fax #	Company Fax #
Account Number	Account Number
Contact Name	Contact Name

Section 3C- Con't

Bank Reference		
Bank Name	Account Officer Name (If known)	
Bank Address	Checking Account #	
Bank Telephone #	Savings Account #	
Bank Fax # (if Known)		
Do you have a line of Credit with your Bank?	<input type="checkbox"/> Yes <input type="checkbox"/> NO	Line of Credit Account #

Section 4 – Export Information

Will any of your purchases be for Export? <input type="checkbox"/> Yes <input type="checkbox"/> NO
If Yes, Please complete and submit the exporter Questionnaire with this application. Exporters must also read the informed Exporter Information. Both of these documents can be found at http://www.StarteeApparel.com In the event you intend to purchase product to be exported by Startee to your customer overseas, a seperate Internal Fulfillment Agreement(IFA) will be required. Contact Startee Apparel Sales for more information once your account is established.



IN ORDER NOT TO DELAY YOUR ORDERING ABILITY, PLEASE MAKE SURE YOU HAVE PROVIDED ALL INFORMATION REQUESTED. PLEASE NOTE: ACCOUNTS THAT HAVE NO SALES ACTIVITY WITHIN A 12 MONTH PERIOD WILL BE DELETED FROM OUR SYSTEM.

This application and agreement is submitted by applicant to Startee Apparel Inc.(Startee Apparel), a California corporation, to obtain trade credit. Startee Apparel reserves the right to decline credit to any applicant. In the event credit is extended to applicant, Startee Apparel reserves the right at any time thereafter to change or revoke such credit for any reason, including but not limited to, credit policy changes by Startee, applicant's financial condition, applicant's payment record, applicant's failure to meet sales volume requirements established by Startee Apparel, and/or applicant's utilization of such credit limit. All product sales by Startee apparel to applicant will be subject to Startee's standard Sales Terms and Conditions as published on Startee's website at www.StarteeApparel.com at the time of sale. Any variance from those terms and conditions will be effective only if agreed to in writing by Startee prior to the time of sale. Customer acknowledges and agrees that Startee may send customer marketing and business communications from time to time via various means, including e-mail.

Customer agrees to make payment in full to Startee Apparel for all amounts due according to Startee's invoice(s). Customer also agrees to pay Startee's, as interest, an amount equal to 1 1/2% per month, or the maximum provided by law (whichever is less) for invoice amounts that are past due. Should customer default in any such payment(s), Startee's shall have the right, without notice to customer, to declare all invoice amounts due and payable. In the event Startee should commence any action or actions, or otherwise seek to enforce this agreement against customer, customer agrees to pay reasonable attorney(s) fees, court costs, and other expenses incurred by Startee's, whether or not suit is filed. This agreement is strictly confidential and is not transferable or assignable without prior written consent of Startee's. Customer agrees that any change in liability for any debts incurred to Startee's due to a change in customer's form of business, shall not be effective as to Startee's, until Startee's receives actual notice of the change by certified mail. This application and agreement shall be construed, interpreted, and enforced under and in accordance with the internal laws of the State of California, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. Venue shall be in Los Angeles County, California, as determined by Startee Apparel, Inc.

Signature Section

Applicant hereby agrees to the foregoing and authorizes the release of credit and banking information to Startee by the references listed on this application. The following must be completed in order to have an account

Owner/Partner/Corporate Officer Name- Please Print **(Required)**

Title **(Required)**



As of this _____ day of _____, 20_____

Owner/Partner/Corporate Office Name – Signature **(Required)**

IMPORTANT TAX INFORMATION – Resale Tax

Startee Apparel is a distributor/wholesaler.

To establish and maintain your account, we require that you provide us with a Resale Certificate valid in the state where you are located, as well as any other state in which you are registered, and that you update your certificate(s) on a periodic basis in accordance with state laws and/or Startee policy. Our Resale Tax Department will notify you by mail when an updated certificate is required. Failure to provide an updated certificate may result in delayed shipments, rejection of your orders, and/or the closure of your account. Orders that are drop-shipped may be subject to sales tax if you have not provided Startee Apparel a Resale Tax Certificate for the ship-to location. The Resale Certificate must include:

1. Legal business name
2. Business trade name(s); DBA
3. Business address and phone number
4. Type of business as registered with your state
5. General description of business
6. State sales registration number of each state in which you are licensed for resale
7. Signature of owner or officer signing application
8. Name and title of person signing certificate
9. Date certificate is signed

Startee Apparel has special sales tax requirements for shipments to the following states:

- California** Sales tax will be applied to all shipments to the State of California unless a valid California Resale Certificate is provided. If you have any questions, please contact your Sales Representative or the Resale Tax Department prior to requesting Startee ship to California on your behalf.
- Massachusetts** Sales tax will be applied to all shipments to the State of Massachusetts unless a valid Massachusetts Resale Certificate is provided. If you have any questions, please contact your Sales Representative or the Resale Tax Department prior to requesting Startee ship to Massachusetts on your behalf.
- Tennessee** Sales tax will be applied to all shipments to the State of Tennessee unless a valid Tennessee Resale Certificate is provided. If you have any questions, please contact your Sales Representative or the Resale Tax Department prior to requesting Startee ship to Tennessee on your behalf.
- IL/NY/PA** If you will be requesting us to ship product into these states, and you are not registered in these states, additional documentation is required. You will need to provide us with the state specific resale/exemption certificate, completing all required information on the certificate, including a brief explanation as to why you are not registered. State specific forms can be obtained from our New Accounts Department.

If a state in which you are registered for resale does not accept the attached Uniform Sales & Use Tax Certificate – Multijurisdiction, please call our New Accounts Department at (562) 926-5200 to obtain the appropriate form.

Washington Gross Receipts Tax Fee

- Washington** All shipments into the State of Washington will be subject to a fee of .00484 calculated on the total sale price of product shipped into Washington. The fee is billed separately, on a monthly invoice.

UNIFORM SALES & USE TAX CERTIFICATE – MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the following notes. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: STARTEE APPAREL INC.
 Address: 13563 Alondra Blvd
 Santa Fe Springs, CA 90670

Account Number (For Office Use Only)

I certify that:
 Name of Firm: _____ DBA Name: _____
 (Required Name of Firm) (Required if Using a DBA)

Is engaged as a registered: **(Required -- Please check all that apply)**
 Lessor (See Notes) | Manufacturer | Retailer
 Seller (California) | Wholesaler | Other _____

Street Address: _____ City, State, & Zip: _____
 (Required Street Address) (Required City,State & Zip)

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients, or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of business: _____
 (Required Description of business)

General description of tangible property or taxable services to be purchased from the seller: Men's and Junior Blank T-shirts.

You are required to complete the following for all state(s) in which you are registered unless it is not listed or a state specific form is required as outlined below.

[Click here for Instructions 1-21 regarding Uniform Sales Use Tax Certificate](#)

Alaska, Delaware, Montana, New Hampshire, & Oregon do not require a resale certificate, but we do require this form be completed, with the exception of the tax number, to serve as documentation that product purchased from Startee Apparel is for resale: .

State	State	State
State Registration, Seller's Permit, or ID Number of Purchaser	State Registration, Seller's Permit, or ID Number of Purchaser	State Registration, Seller's Permit, or ID Number of Purchaser
Alabama 2 _____	Louisiana _____ <u>state specific form required*</u>	Ohio 26 _____
Arizona 22 _____	Maine 9 _____	Oklahoma 16 _____
Arkansas _____	Maryland 10 _____	Pennsylvania _____ <u>state specific form required*</u>
California 3 _____	Massachusetts _____ <u>state specific form required*</u>	Rhode Island 17 _____
Colorado 1 _____	Michigan 11 _____	South Carolina _____
Connecticut 4 _____	Minnesota 12 _____	South Dakota 18 _____
Dist. of Columbia 5 _____	Mississippi _____	Tennessee _____
Florida 23 _____ <u>state specific form required*</u>	Missouri 13 _____	Texas 19 _____
Georgia 6 _____	Nebraska 14 _____	Utah _____
Hawaii 1, 7 _____	Nevada _____	Vermont _____
Idaho _____	New Jersey _____	Virginia _____ <u>state specific form required*</u>
Illinois 1, 8 _____	New Mexico 1, 15 _____ <u>state specific form required*</u>	Washington 20 _____
Indiana _____ <u>state specific form required*</u>	New York _____ <u>state specific form required*</u>	West Virginia _____ <u>state specific form required*</u>
Iowa _____	North Carolina 25 _____	Wisconsin 21 _____
Kansas _____	North Dakota _____	Wyoming _____ <u>state specific form required*</u>
Kentucky 24 _____		

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax, we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order, which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature (Required): _____ (Owner, partner, or corporate officer)
Title : (Required) _____ **Date:** _____ **(Required)**

*State specific forms may be downloaded from our website www.StarteeApparel.com with the following exceptions: for a Florida DR-13 form, please contact the Florida Department of Revenue at 941-361-6001; for a New Mexico form, Please contact the New Mexico Taxation and Revenue Department at 505-841-6200. If you have any questions, contact the New Accounts Department at 1-562-926-5200

Terms and Conditions

Purchaser's acceptance of these terms and conditions shall be made by either (i) Purchaser providing a purchase order number to Startee (ii) Purchaser's acceptance of any Product from Startee, whichever occurs first. These terms and conditions will apply to all merchandise sales from Startee.

Price & Style Information

Prices are subject to change without notice. All merchandise will be shipped at prices in effect at time of shipping. We encourage you to call or check with customer service at time of purchase to confirm current pricing. Startee Apparel, Inc. reserves the right to change or discontinue styles, colors, sizes, and or fabrics. Prices for backordered products are not guaranteed.

Placing orders and Shipping Information

Prior to placing an order, Purchaser must have an active Startee sales account number and purchaser's account must be current and in good standing. Most in stock credit approved orders for standard delivery placed before 1:00 pm will be shipped same day. Credit approval delays may prevent same day shipment. Any and all conditions to an order already placed will be consider a "new order" and written as a new purchase order. Default, delay; or defect, in any one or more of the shipments will not affect the balance of the order. Partial shipments may be made. Article 1 is not responsible for non-delivery, loss, or damage during shipment. Risk of loss will transfer to purchaser upon Startee tendering the product for delivery to the carrier. All merchandise is shipped FOB origin. Startee Apparel, Inc. will ship merchandise specified by the customer. Purchaser shall examine all products upon receipt and shall notify Startee, as specified herein, of all discrepancies and refusal to accept delivery of purchased product. Such notice shall be reasonably detailed and explain the discrepancy or why the purchase product was refused. Failure to give such notice within five business days, shall be deemed a waiver of purchaser's rights to claim such discrepancy. Purchaser agrees that such products have been accepted by purchaser as of the date of shipment. Customer Pick Up service is available from: 9:00 am to 4:30 pm [PST] Monday – Friday. Orders not picked up within 3 days of notification that order complete will be restocked with a 15% restocking fee due by the customer. Startee Apparel makes no warranty, either express or implied on the information. All information is provided to purchaser "as is". Startee hereby disclaims any and all warranties, express and implied, relating to information including but not limited to, the implied warranty of merchantability and implied warranty of fitness for a particular purpose.

Credit Terms and Payment

Purchaser shall furnish to Startee all financial information reasonably requested by Startee from time to time for the purpose of establishing or continuing Purchaser's credit limit. Purchaser agrees that Startee shall have the right to decline to extend credit to purchaser and to require that the applicable purchase price be paid prior to shipment. Purchaser shall not deduct any amounts owing from any Startee invoice without Startee express written approval, which approval shall be contingent upon Purchaser providing all supporting documentation for such deduction as required by Startee. A service charge of the lesser of one and one half percent (1 ½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due. Purchaser agrees all orders are shipped on approved credit, through our factor. Standard approved terms are 30 days F.O.B. origin to those customers who meet the credit requirements of our factor. Non anticipation is allowed. Processing of credit applications can take up to two days. We accept cash or cashier's checks, Visa Master Card. and American Express. If you have any questions regarding our payment terms please call our credit department as 562 926 5200.

Return Policy

Purchaser must obtain a valid Return Material Authorization ("RMA") number from Startee for all returns. RMA's will be issued, at Startee sole discretion, in accordance with these terms and conditions. Printed, washed, relabeled or decorated merchandise is non-returnable. Please inspect all goods before printing or decorating. Only goods that have not been altered, dyed, or processed in any way can be considered for return. Sample and discontinued styles items are non-returnable. All claims must be made within five working days from receipt of goods. A proper return authorization from Startee Apparel, Inc. is require before any returned goods will be accepted. All return requests must reference invoice number prior to approval. Unauthorized returns will not be accepted and will be refused and return to the customer at the customer's expense. We reserve the right to charge a 15% restocking fee and any applicable shipping charges on all returned or refused orders including pick up orders. There is a minimum \$10 restocking fee.

Re label

Re-label orders are available. Please call for price quotes and minimums.

Samples

Samples will be shipped at a per piece unit price, plus freight cost. Samples are available upon request and cannot be returned.

Cancellation and Revision Policy.

All cancellations are subject to Startee Apparel, Inc. approval. Cancellations will not be accepted for work in progress on custom orders. Any revisions to orders in process may be subject to a service charge. We may monitor customer service calls for quality assurance purposes. These terms and conditions apply to all orders placed with Startee Apparel, Inc., and are in addition to all terms and conditions included on any Startee Apparel, Inc. Credit application and/or Bill of Lading.

Taxes

Purchaser shall bear applicable federal, state, municipal, and other government taxes (such as sales, use, etc.) Unless otherwise specified, prices do not include such taxes. Exemption certificates, valid in the place of delivery, must be presented to Startee prior to shipment if they are to be honored.

Warranty

IN NO EVENT SHALL STARTEE BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. STARTEE DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PUPOSE. STARTEE MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN.

Patent and trademark indemnity

Startee shall have no duty to defend, indemnify, or hold harmless purchaser from and against any or all damages and cost incurred by purchaser arising from the infringement of patents or trademarks or the violation of copyrights by products.

Limitation of liability

Startee shall not be liable to purchaser, purchaser's customers, or any other party for any loss, damage, or injury that results from the use or application by purchaser, purchaser's customer, or any other party, of products delivered to purchaser, unless the loss or damage results directly from the intentionally tortuous or fraudulent acts of omissions of Startee. In no event shall Startee be liable to purchaser or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with these terms and conditions, or any agreement into which they are incorporated, or any performance or non-performance under these terms and conditions by Startee, its employees, agents or subcontractors, in excess of the net purchase price of the products or services actually delivered to and paid for by purchaser hereunder, in no event shall Startee be liable to purchaser or any other party for indirect, special or consequential damages, including, but not limited to loss of good will, loss of anticipated profits, or other economic loss arising out of or in connection with Startee breach of, or failure to perform in accordance with any of these terms and conditions, or the furnishing, installation, servicing, use or performance of any products or information Startee shall provide hereunder, even if notification has been given as to the possibility of such damages. Purchaser hereby expressly waives any and all claims for such damages. In no event shall Startee have any liability for any products used for aviation, medical, lifesaving, and lifesaving, life sustaining or nuclear applications.

Choice of law/choice of forum

These terms and conditions (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the internal laws of the State of California, excluding its conflicts or choice of law rule or principle which might refer to the law of another jurisdiction. Purchaser agree to exercise any right or remedy in connection with these terms and conditions exclusively in, and hereby submits to the jurisdiction of the State of California, Courts of Orange County, California will have non-exclusive jurisdiction and venue over any dispute or controversy that arises out of these terms and conditions. The United Nations Convention on Contracts for the international Sale of Goods shall not apply to these terms and conditions.

Binding effect/assignment

These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns. Neither party may assign its rights and/or duties under these terms and conditions without the prior written consent of the other party given at the other party's sole option. Any such attempted assignment shall be void. Notwithstanding the foregoing, Startee may assign any purchase order received from Purchaser to a subsidiary or affiliate upon notice to Purchaser.

Partial invalidity

If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provision shall not in any way be effected or impaired thereby.

No Waiver

Failure or delay of Startee to exercise a right or power under these terms and conditions shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

Captions

The captions used herein are for reference purposes only and shall have no effect upon the construction or interpretation of any provision herein.