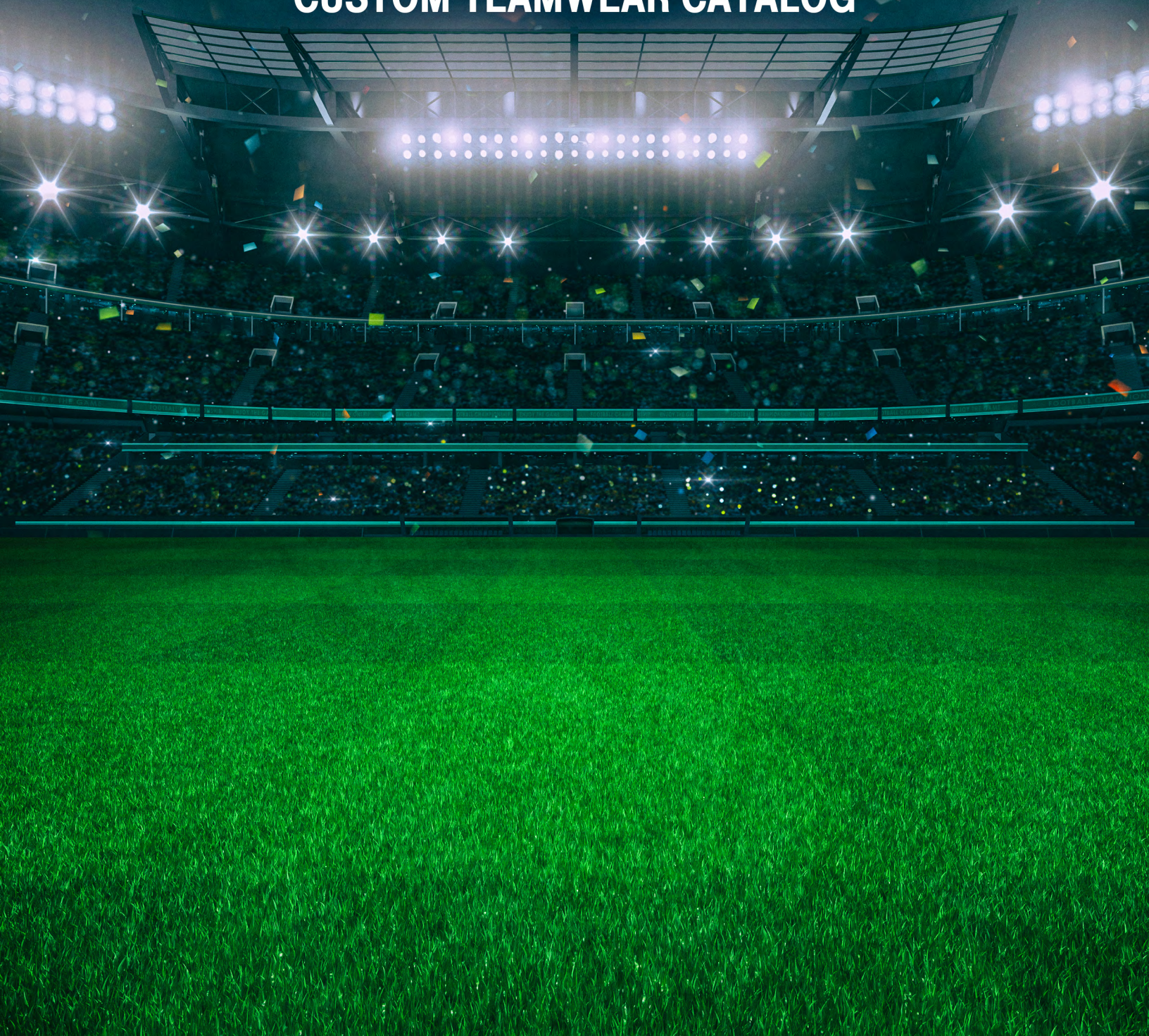




umbro

CUSTOM TEAMWEAR CATALOG



BRAND HISTORY



The Umbro brand is rich in soccer history

It was founded in Manchester in 1924.

Brazil was the first team to wear the UMBRO Team Kit in 1958.

England also won the title wearing the UMBRO Team Kit in 1966.

By 1966, 15 of 16 teams were wearing UMBRO Team Kits.

At the same time, 85% of British teams wore UMBRO.

In 1994, Brazil won it's 4th World Cup wearing UMBRO.

In 1999, Manchester United won the Champions League wearing UMBRO.

In 2007, Nike bought the brand, which was then sold to Iconix in 2012.



2018



2001



1996



1934



2024 UMBRO CUSTOM JERSEY & SHORTS



CUSTOM TEAMWEAR

DESIGN #1

Umbro Club Jersey men's: UUM1UMBMCJ002

Umbro Club Short Men's : UUM1UMBPCS002

- \$80 MSRP On Jersey (Includes Shipping)
- \$70 MSRP On Short (Includes Shipping)
- Available In Mens, Wms, and youth Sizes
- 4-6 Week Turn Around Time
- Order Via Excel Order Form



WHITE CMYK 0-0-0-0	BLACK CMYK 30-0-0-100	ANTHRACITE CMYK 0-0-27-77	FEWTER CMYK 0-8-22-56	GREY CMYK 3-6-0-40	SILVER CMYK 2-0-0-29	CHOCOLATE CMYK 0-52-100-72	BROWN CMYK 40-80-50-83
TAUPE CMYK 0-26-45-33	VEGAS CMYK 0-7-39-17	OLD GOLD CMYK 0-8-35-10	FLESH CMYK 0-3-14-4	CHAMPAGNE CMYK 2-4-5-14-5-0	NEON ORANGE CMYK 0-53-100-0	ORANGE CMYK 0-75-100-0	TEXAS CMYK 0-66-100-7
NAVY CMYK 0-33-67-0	BAY ORANGE CMYK 0-50-80-0	GOLD CMYK 0-22-95-0	ATHLETIC GOLD CMYK 0-20-97-0	TITAN CMYK 0-26-100-26	YELLOW CMYK 0-8-95-0	NEON YELLOW CMYK 0-69-0-1	RIBBON CMYK 0-11-3-0
HOT PINK CMYK 10-65-0-0	NEON PINK CMYK 1-88-0-0	RED CMYK 10-100-5-2	DEEP RED CMYK 0-100-54-19	PHOENIX RED CMYK 0-100-65-41	CARDINAL CMYK 0-100-53-54	MAROON CMYK 14-100-50-75	LILAC CMYK 30-51-0-0
PURPLE CMYK 50-0-0-0	PENN BLUE CMYK 50-50-0-68	NAVY CMYK 100-70-0-92	ROYAL CMYK 100-46-0-20	AIR FORCE CMYK 0-26-100-26	POWDER CMYK 0-15-0-3	NEON BLUE CMYK 0-5-12-0	SKY CMYK 30-51-0-0
NEON GREEN CMYK 29-0-100-0	LIME GREEN CMYK 35-0-60-0	KELLY GREEN CMYK 0-7-0-86-0	FOREST GREEN CMYK 100-0-78-45	DARK EVERGREEN CMYK 100-13-65-68	GREEN CMYK 58-0-80-0	TEAL CMYK 0-5-43-2	AQUA CMYK 71-0-33-0

ATHLETIC UNIFORM
SUBLIMATION COLOR CHART
NORTH AMERICAN STANDARD

2020 JAN VER. 1

DESIGN #2

CUSTOM
TEAMWEAR



Umbro Club Jersey men's: UUM1UMBMCJ002

Umbro Club Short Men's : UUM1UMBMCSS002

- \$80 MSRP On Jersey (Includes Shipping)
- \$70 MSRP On Short (Includes Shipping)
- Available In Mens, Wms, and youth Sizes
 - 4-6 Week Turn Around Time
 - Order Via Excel Order Form



WHITE CMYK 0-0-0-0	BLACK CMYK 30-0-0-100	ANTHRACITE CMYK 0-0-0-77	PEWTER CMYK 0-0-22-56	GREY CMYK 5-0-0-40	SILVER CMYK 2-0-0-29	CHOCOLATE CMYK 0-56-100-72	BROWN CMYK 40-80-50-83
TAUPE CMYK 0-26-45-33	VEGAS CMYK 0-7-39-17	OLD GOLD CMYK 0-8-35-10	FLESH CMYK 0-7-14-4	CHAMPAGNE CMYK 24-5-14-5-0	NEON ORANGE CMYK 0-53-100-0	ORANGE CMYK 0-70-100-0	TEXAS CMYK 0-66-100-7
NAVY CMYK 0-53-87-0	DAY ORANGE CMYK 0-30-50-0	GOLD CMYK 0-22-95-0	ATHLETIC GOLD CMYK 0-20-0-0	TITAN CMYK 0-26-100-26	YELLOW CMYK 0-8-95-0	NEON YELLOW CMYK 0-80-0-0	RIBBON CMYK 0-11-3-0
HOT PINK CMYK 10-80-0-0	NEON PINK CMYK 1-88-0-0	RED CMYK 10-100-85-2	DEEP RED CMYK 0-100-54-50	PHOENIX RED CMYK 0-100-85-41	CARDINAL CMYK 0-100-53-94	MAROON CMYK 14-100-50-75	LILAC CMYK 55-51-0-0
PURPLE CMYK 70-51-0-0	PENN BLUE CMYK 0-100-0-68	NAVY CMYK 100-70-0-92	ROYAL CMYK 100-86-5-20	AIR FORCE CMYK 0-30-80-0	POWDER CMYK 26-5-0-3	NEON BLUE CMYK 0-100-0-0	SKY CMYK 38-15-4-2
NEON GREEN CMYK 29-0-100-0	LIME GREEN CMYK 35-0-80-0	KELLY GREEN CMYK 0-7-80-0	FOREST GREEN CMYK 100-0-78-45	DARK EVERGREEN CMYK 100-13-65-68	GREEN CMYK 50-0-80-0	TEAL CMYK 50-54-2-2	AQUA CMYK 71-0-33-0

ATHLETIC UNIFORM
SUBLIMATION COLOR CHART
NORTH AMERICAN STANDARD

2020-JAN-VER. 1



CUSTOM TEAMWEAR

DESIGN #3

Umbro Club Jersey men's: UUM1UMBMCJ002

Umbro Club Short Men's : UUM1UMBPCS002

- \$80 MSRP On Jersey (Includes Shipping)
- \$70 MSRP On Short (Includes Shipping)
- Available In Mens, Wms, and youth Sizes
- 4-6 Week Turn Around Time
- Order Via Excel Order Form



WHITE CMYK 0-0-0-0	BLACK CMYK 100-0-0-100	ANTHRACITE CMYK 0-0-27-77	FEWTER CMYK 0-8-22-36	GREY CMYK 3-6-0-40	SILVER CMYK 2-0-0-29	CHOCOLATE CMYK 0-52-100-72	BROWN CMYK 40-80-50-83
TAUPE CMYK 0-26-45-33	VEGAS CMYK 0-7-39-17	OLD GOLD CMYK 0-8-35-10	FLESH CMYK 0-3-14-4	CHAMPAGNE CMYK 2-4-5-14-0	NEON ORANGE CMYK 0-53-100-0	ORANGE CMYK 0-70-100-0	TEXAS CMYK 0-66-100-7
NAVY CMYK 0-33-67-0	BAY ORANGE CMYK 0-50-91-0	GOLD CMYK 0-22-95-0	ATHLETIC GOLD CMYK 0-20-97-0	TITAN CMYK 0-26-100-26	YELLOW CMYK 0-8-95-0	NEON YELLOW CMYK 0-69-0-1	RIBBON CMYK 0-11-3-0
HOT PINK CMYK 10-65-0-0	NEON PINK CMYK 1-88-0-0	RED CMYK 10-100-5-2	DEEP RED CMYK 0-100-54-19	PHOENIX RED CMYK 0-100-65-41	CARDINAL CMYK 0-100-53-54	MAROON CMYK 14-100-50-75	LILAC CMYK 30-51-0-0
PURPLE CMYK 50-0-0-0	PENN BLUE CMYK 50-50-0-68	NAVY CMYK 100-70-0-92	ROYAL CMYK 100-46-0-20	AIR FORCE CMYK 10-26-100-26	POWDER CMYK 0-15-0-3	NEON BLUE CMYK 0-70-100-0	SKY CMYK 38-15-4-2
NEON GREEN CMYK 29-0-100-0	LIME GREEN CMYK 35-0-60-0	KELLY GREEN CMYK 0-7-96-0	FOREST GREEN CMYK 100-0-78-45	DARK EVERGREEN CMYK 100-13-65-68	GREEN CMYK 58-0-80-0	TEAL CMYK 0-5-43-2	AQUA CMYK 71-0-33-0

ATHLETIC UNIFORM
SUBLIMATION COLOR CHART
NORTH AMERICAN STANDARD

2020-JAN-VER. 1

DESIGN #4

**CUSTOM
TEAMWEAR**



Umbro Club Jersey men's: UUM1UMBMCJ002

Umbro Club Short Men's : UUM1UMBMCSS002

- \$80 MSRP On Jersey (Includes Shipping)
- \$70 MSRP On Short (Includes Shipping)
- Available In Mens, Wms, and youth Sizes
 - 4-6 Week Turn Around Time
 - Order Via Excel Order Form



WHITE CMYK 0-0-0-0	BLACK CMYK 100-100-100	ANTHRACITE CMYK 0-0-0-77	PENNER CMYK 0-8-22-56	GREY CMYK 50-50-40	SILVER CMYK 20-0-29	CHOCOLATE CMYK 0-56-100-72	BROWN CMYK 60-80-50-83
TAUPE CMYK 0-26-45-33	VEGAS CMYK 0-7-39-17	OLD GOLD CMYK 0-8-35-10	FLESH CMYK 0-7-14-4	CHAMPAGNE CMYK 24-5-14-5-0	NEON ORANGE CMYK 0-53-100-0	ORANGE CMYK 0-70-100-0	TEXAS CMYK 0-66-100-7
NAVY CMYK 0-53-87-0	DAY ORANGE CMYK 0-30-50-0	GOLD CMYK 0-22-95-0	ATHLETIC GOLD CMYK 0-20-0-0	TITAN CMYK 0-26-100-26	YELLOW CMYK 0-0-95-0	NEON YELLOW CMYK 0-0-0-0	RIBBON CMYK 0-11-3-0
HOT PINK CMYK 10-80-0-0	NEON PINK CMYK 1-88-0-0	RED CMYK 10-100-85-2	DEEP RED CMYK 0-100-54-19	PHOENIX RED CMYK 0-100-85-41	CARDINAL CMYK 0-100-53-94	MAROON CMYK 14-100-50-75	LILAC CMYK 50-51-0-0
PURPLE CMYK 70-0-0-0	PENN BLUE CMYK 0-100-0-68	NAVY CMYK 100-70-0-92	ROYAL CMYK 100-86-5-20	AIR FORCE CMYK 0-30-80-0	POWDER CMYK 26-5-0-3	NEON BLUE CMYK 0-0-100-0	SKY CMYK 38-15-4-2
NEON GREEN CMYK 20-0-100-0	LIME GREEN CMYK 35-0-80-0	KELLY GREEN CMYK 0-70-80-0	FOREST GREEN CMYK 100-0-78-45	DARK EVERGREEN CMYK 100-13-65-68	GREEN CMYK 50-0-80-0	TEAL CMYK 50-5-83-2	AQUA CMYK 71-0-33-0

ATHLETIC UNIFORM
SUBLIMATION COLOR CHART
NORTH AMERICAN STANDARD

2020-JAN-VER. 1



CUSTOM TEAMWEAR

DESIGN #5

Umbro Club Jersey men's: UUM1UMBMCJ002

Umbro Club Short Men's : UUM1UMBPCS002

- \$80 MSRP On Jersey (Includes Shipping)
- \$70 MSRP On Short (Includes Shipping)
- Available In Mens, Wms, and youth Sizes
- 4-6 Week Turn Around Time
- Order Via Excel Order Form



WHITE CMYK 0-0-0-0	BLACK CMYK 30-0-0-100	ANTHRACITE CMYK 0-0-27-77	FEWTER CMYK 0-0-22-56	GREY CMYK 3-0-0-40	SILVER CMYK 2-0-0-29	CHOCOLATE CMYK 0-52-100-72	BROWN CMYK 40-80-50-83
TAUPE CMYK 0-26-45-33	VEGAS CMYK 0-7-39-17	OLD GOLD CMYK 0-8-35-10	FLESH CMYK 0-3-14-4	CHAMPAGNE CMYK 2-4-5-14-0	NEON ORANGE CMYK 0-53-100-0	ORANGE CMYK 0-70-100-0	TEXAS CMYK 0-66-100-7
NAVY CMYK 0-33-67-0	BAY ORANGE CMYK 0-50-82-0	GOLD CMYK 0-22-95-0	ATHLETIC GOLD CMYK 0-20-97-0	TITAN CMYK 0-26-100-26	YELLOW CMYK 0-8-95-0	NEON YELLOW CMYK 0-69-1	RIBBON CMYK 0-11-3-0
HOT PINK CMYK 10-65-0-0	NEON PINK CMYK 1-82-0-0	RED CMYK 10-100-5-2	DEEP RED CMYK 0-100-54-19	PHOENIX RED CMYK 0-100-65-41	CARDINAL CMYK 0-100-53-54	MAROON CMYK 14-100-50-75	LILAC CMYK 30-51-0-0
PURPLE CMYK 60-0-0-0	PENN BLUE CMYK 50-0-100-68	NAVY CMYK 100-70-0-92	ROYAL CMYK 100-46-0-20	AIR FORCE CMYK 10-100-53-41	POWDER CMYK 29-15-0-3	NEON BLUE CMYK 0-8-12-0	SKY CMYK 38-15-4-2
NEON GREEN CMYK 29-0-100-0	LIME GREEN CMYK 35-0-60-0	KELLY GREEN CMYK 0-7-96-0	FOREST GREEN CMYK 100-78-45	DARK EVERGREEN CMYK 100-13-65-68	GREEN CMYK 58-0-80-0	TEAL CMYK 0-5-43-2	AQUA CMYK 71-0-33-0

ATHLETIC UNIFORM
SUBLIMATION COLOR CHART
NORTH AMERICAN STANDARD

2020-JAN-VER. 1

DESIGN #6

**CUSTOM
TEAMWEAR**



Umbro Club Jersey men's: UUM1UMBMCJ002

Umbro Club Short Men's : UUM1UMBMCSS002

- \$80 MSRP On Jersey (Includes Shipping)
- \$70 MSRP On Short (Includes Shipping)
- Available In Mens, Wms, and youth Sizes
 - 4-6 Week Turn Around Time
 - Order Via Excel Order Form



WHITE CMYK 0-0-0-0	BLACK CMYK 30-0-0-100	ANTHRACITE CMYK 0-0-0-77	PENNER CMYK 0-8-22-56	GREY CMYK 5-0-0-40	SILVER CMYK 2-0-0-29	CHOCOLATE CMYK 0-56-100-72	BROWN CMYK 40-80-50-83
TAUPE CMYK 0-26-45-33	VEGAS CMYK 0-7-39-17	OLD GOLD CMYK 0-8-35-10	FLESH CMYK 0-7-14-4	CHAMPAGNE CMYK 24-5-14-5-0	NEON ORANGE CMYK 0-53-100-0	ORANGE CMYK 0-70-100-0	TEXAS CMYK 0-66-100-7
NAVY CMYK 0-53-87-0	DAY ORANGE CMYK 0-30-50-0	GOLD CMYK 0-22-95-0	ATHLETIC GOLD CMYK 0-20-0-0	TITAN CMYK 0-26-100-26	YELLOW CMYK 0-0-0-95-0	NEON YELLOW CMYK 0-0-0-0	RIBBON CMYK 0-11-3-0
HOT PINK CMYK 10-80-0-0	NEON PINK CMYK 1-88-0-0	RED CMYK 10-100-0-0	DEEP RED CMYK 2-100-54-19	PHOENIX RED CMYK 0-100-65-41	CARDINAL CMYK 0-100-53-94	MAROON CMYK 14-100-50-75	LILAC CMYK 35-51-0-0
PURPLE CMYK 70-57-0-0	PENN BLUE CMYK 0-10-0-68	NAVY CMYK 100-70-0-0	ROYAL CMYK 100-86-5-20	AIR FORCE CMYK 0-30-0-0	POWDER CMYK 26-5-0-3	NEON BLUE CMYK 0-0-100-0	SKY CMYK 38-15-4-2
NEON GREEN CMYK 29-0-100-0	LIME GREEN CMYK 35-0-60-0	KELLY GREEN CMYK 0-70-0-0	FOREST GREEN CMYK 100-0-78-45	DARK EVERGREEN CMYK 100-13-65-68	GREEN CMYK 35-0-80-0	TEAL CMYK 50-5-43-2	AQUA CMYK 71-0-33-0

ATHLETIC UNIFORM
SUBLIMATION COLOR CHART
NORTH AMERICAN STANDARD



CUSTOM TEAMWEAR

DESIGN #7

Umbro Club Jersey men's: UUM1UMBMCJ002

Umbro Club Short Men's : UUM1UMBPCS002

- \$80 MSRP On Jersey (Includes Shipping)
- \$70 MSRP On Short (Includes Shipping)
- Available In Mens, Wms, and youth Sizes
- 4-6 Week Turn Around Time
- Order Via Excel Order Form



WHITE CMYK 0-0-0-0	BLACK CMYK 30-0-100	ANTHRACITE CMYK 0-0-27	FEWTER CMYK 0-8-22-36	GREY CMYK 3-0-0-40	SILVER CMYK 2-0-0-29	CHOCOLATE CMYK 0-52-100-72	BROWN CMYK 40-80-50-83
TAUPE CMYK 0-26-45-33	VEGAS CMYK 0-7-39-17	OLD GOLD CMYK 0-8-35-10	FLESH CMYK 0-3-14-4	CHAMPAGNE CMYK 2-4-5-14-5-0	NEON ORANGE CMYK 0-53-100-0	ORANGE CMYK 0-70-100-0	TEXAS CMYK 0-86-100-7
NAVY CMYK 0-33-67-0	BAY ORANGE CMYK 0-50-91-0	GOLD CMYK 0-22-95-0	ATHLETIC GOLD CMYK 0-20-97-0	TITAN CMYK 0-26-100-26	YELLOW CMYK 0-8-95-0	NEON YELLOW CMYK 0-89-1	RIBBON CMYK 0-11-3-0
HOT PINK CMYK 10-65-0-0	NEON PINK CMYK 1-88-0-0	RED CMYK 10-100-55-0	DEEP RED CMYK 0-100-54-19	PHOENIX RED CMYK 0-100-65-41	CARDINAL CMYK 0-100-53-54	MAROON CMYK 14-100-50-75	LILAC CMYK 30-51-0-0
PURPLE CMYK 50-0-0-0	PENN BLUE CMYK 50-50-0-68	NAVY CMYK 100-70-0-92	ROYAL CMYK 100-46-0-20	AIR FORCE CMYK 0-100-65-41	POWDER CMYK 0-100-53-54	NEON BLUE CMYK 0-8-12-0	SKY CMYK 30-51-0-0
NEON GREEN CMYK 29-0-100-0	LIME GREEN CMYK 35-0-60-0	KELLY GREEN CMYK 0-7-86-0	FOREST GREEN CMYK 100-78-45	DARK EVERGREEN CMYK 100-13-65-68	GREEN CMYK 58-0-80-0	TEAL CMYK 0-5-43-2	AQUA CMYK 71-0-33-0

ATHLETIC UNIFORM
SUBLIMATION COLOR CHART
NORTH AMERICAN STANDARD

2020-JAN-VER. 1

DESIGN #8

**CUSTOM
TEAMWEAR**



Umbro Club Jersey men's: UUM1UMBMCJ002

Umbro Club Short Men's : UUM1UMBMCSS002

- \$80 MSRP On Jersey (Includes Shipping)
- \$70 MSRP On Short (Includes Shipping)
- Available In Mens, Wms, and youth Sizes
 - 4-6 Week Turn Around Time
 - Order Via Excel Order Form



WHITE CMYK: 0-0-0-0	BLACK CMYK: 30-0-0-100	ANTHRACITE CMYK: 0-0-0-77	PEWTER CMYK: 0-0-22-56	GREY CMYK: 5-0-0-40	SILVER CMYK: 2-0-0-29	CHOCOLATE CMYK: 0-56-100-72	BROWN CMYK: 60-80-50-83
TAUPE CMYK: 0-26-45-33	VEGAS CMYK: 0-7-39-17	OLD GOLD CMYK: 0-8-35-10	FLESH CMYK: 0-7-14-4	CHAMPAGNE CMYK: 24-5-14-5-0	NEON ORANGE CMYK: 0-53-100-0	ORANGE CMYK: 0-70-100-0	TEXAS CMYK: 0-66-100-7
NAVY CMYK: 0-53-87-0	DAY ORANGE CMYK: 0-30-50-0	GOLD CMYK: 0-22-95-0	ATHLETIC GOLD CMYK: 0-20-0-0	TITAN CMYK: 0-26-100-26	YELLOW CMYK: 0-8-95-0	NEON YELLOW CMYK: 0-60-100-0	RIBBON CMYK: 0-11-3-0
HOT PINK CMYK: 10-80-0-0	NEON PINK CMYK: 1-88-0-0	RED CMYK: 10-100-85-2	DEEP RED CMYK: 2-100-94-19	PHOENIX RED CMYK: 0-100-85-41	CARDINAL CMYK: 0-100-53-94	MAROON CMYK: 14-100-50-75	LILAC CMYK: 50-51-0-0
PURPLE CMYK: 70-57-0-0	PENN BLUE CMYK: 100-0-0-68	NAVY CMYK: 100-70-0-92	ROYAL CMYK: 100-86-5-20	AIR FORCE CMYK: 0-30-80-0	POWDER CMYK: 26-5-0-3	NEON BLUE CMYK: 0-100-100-0	SKY CMYK: 38-15-4-2
NEON GREEN CMYK: 29-0-100-0	LIME GREEN CMYK: 35-0-80-0	KELLY GREEN CMYK: 0-7-80-0	FOREST GREEN CMYK: 100-0-78-45	DARK EVERGREEN CMYK: 100-13-65-68	GREEN CMYK: 50-0-80-0	TEAL CMYK: 50-5-43-2	AQUA CMYK: 71-0-33-0

ATHLETIC UNIFORM
SUBLIMATION COLOR CHART
NORTH AMERICAN STANDARD

2020-JAN-VER. 1



CUSTOM TEAMWEAR

DESIGN #9

Umbro Club Jersey men's: UUM1UMBMCJ002

Umbro Club Short Men's : UUM1UMBPCS002

- \$80 MSRP On Jersey (Includes Shipping)
- \$70 MSRP On Short (Includes Shipping)
- Available In Mens, Wms, and youth Sizes
- 4-6 Week Turn Around Time
- Order Via Excel Order Form



WHITE CMYK 0-0-0-0	BLACK CMYK 30-0-0-100	ANTHRACITE CMYK 0-0-27-77	FEWTER CMYK 0-8-22-56	GREY CMYK 3-0-0-40	SILVER CMYK 2-0-0-29	CHOCOLATE CMYK 0-52-100-72	BROWN CMYK 40-80-50-83
TAUPE CMYK 0-26-45-53	VEGAS CMYK 0-7-39-17	OLD GOLD CMYK 0-8-35-10	FLESH CMYK 0-3-14-4	CHAMPAGNE CMYK 2-4-5-14-5-0	NEON ORANGE CMYK 0-53-100-0	ORANGE CMYK 0-70-100-0	TEXAS CMYK 0-46-100-7
NAVY CMYK 0-33-67-0	BAY ORANGE CMYK 0-50-91-0	GOLD CMYK 0-22-95-0	ATHLETIC GOLD CMYK 0-20-97-0	TITAN CMYK 0-26-100-26	YELLOW CMYK 0-8-95-0	NEON YELLOW CMYK 0-49-0-1	RIBBON CMYK 0-11-3-0
HOT PINK CMYK 10-65-0-0	NEON PINK CMYK 1-88-0-0	RED CMYK 0-100-55-0	DEEP RED CMYK 0-100-54-19	PHOENIX RED CMYK 0-100-65-41	CARDINAL CMYK 0-100-53-54	MAROON CMYK 14-100-50-75	LILAC CMYK 30-51-0-0
PURPLE CMYK 50-0-0-0	PENN BLUE CMYK 50-50-0-68	NAVY CMYK 100-70-0-92	ROYAL CMYK 100-46-0-20	AIR FORCE CMYK 0-26-100-65-41	POWDER CMYK 0-15-0-3	NEON BLUE CMYK 0-10-100-0	SKY CMYK 30-51-0-0
NEON GREEN CMYK 29-0-100-0	LIME GREEN CMYK 35-0-60-0	KELLY GREEN CMYK 0-7-0-86-0	FOREST GREEN CMYK 100-0-78-45	DARK EVERGREEN CMYK 100-13-65-68	GREEN CMYK 58-0-80-0	TEAL CMYK 0-0-43-2	AQUA CMYK 71-0-33-0

ATHLETIC UNIFORM
SUBLIMATION COLOR CHART
NORTH AMERICAN STANDARD

2020-JAN-VER. 1



Outerstuff LLC - Terms & Conditions of Sale

For use in sales within U.S. and its possessions

The Customer's attention is drawn in particular to the provisions of clauses 5.3, 6, 9 and 10 below.

1. **FORMATION OF THE CONTRACT**

- 1.1 The terms and conditions set out below (the "**Conditions**") apply to the Customer's order for the products (the "**Products**") set out in the Customer's purchase order form (the "**Order**"), to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 1.2 The Order and these Conditions together form the "**Contract**" between Outerstuff LLC ("**Outerstuff**") and the Customer named in the Order (each a "**Party**" and together the "**Parties**").
- 1.3 The Order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions. The Order shall only be deemed to be accepted when Outerstuff notifies the Customer in writing that it has received the Order ("**Confirmation of Receipt**"), at which point the Contract shall come into existence. The Order may not be cancelled or amended once Outerstuff has issued the Confirmation of Receipt.

2. **DELIVERY AND RISK**

- 2.1 Outerstuff shall endeavor to deliver the Products on the delivery date specified in the Order (the "**Requested Delivery Date**"). Any dates quoted for delivery however are approximate only, and the time of delivery is not of the essence. Outerstuff shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide Outerstuff with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 2.2 *If Outerstuff is delivering the Products to the Customer:* Outerstuff shall deliver the Products to the delivery address set out in the Order or such other location as the Parties may agree in writing (the "**Delivery Location**"). "Delivery" shall be deemed complete on the completion of unloading of the Products at the Delivery Location.
If the Customer is collecting the Products from Outerstuff: The Customer (or its nominee) shall collect the Products from the collection address set out in the Order or such other location as may be advised by Outerstuff prior to delivery (the "**Delivery Location**") within three (3) Business Days of Outerstuff notifying the Customer that the Products are ready. "Delivery" shall be deemed complete on the completion of the loading of the Products onto the Customer's (or its nominee's) transport vehicle at the Delivery Location.
- 2.3 If Outerstuff fails to deliver the Products in accordance with the above, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Products of similar description and quality in the cheapest market available, less the price of the Products (subject to the further limitations set forth in clause 9.3 below). Outerstuff shall have no liability for any failure to comply with the foregoing delivery terms if and to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Outerstuff with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 2.4 Any price quoted by Outerstuff (including in any price list and/or Confirmation of Receipt) does not include the cost of delivery or transportation, unless otherwise explicitly stated in the Confirmation of Receipt or agreed in writing with Outerstuff.
- 2.5 Risk in the Products shall pass to the Customer upon completion of Delivery.

3. **ACCEPTANCE**

- 3.1 *If Outerstuff is delivering the Products to the Customer:* If the Customer refuses or fails to accept delivery of the Products within three (3) Business Days of Outerstuff delivering the Products to the Delivery Location, then, except where such failure or delay is caused by a Force Majeure Event or Outerstuff's failure to comply with its material obligations under the Contract, delivery of the Products shall be deemed to have been completed at 0900 EST on the third Business Day after the day on which Outerstuff delivered the Products to the Delivery Location. If the Customer refuses or fails to accept delivery at the Delivery Location then, except where such refusal is caused by a Force Majeure Event or Outerstuff's failure to comply with its material obligations under the Contract, Outerstuff shall be entitled to invoice the Customer for: (a) the costs incurred by Outerstuff in arranging and undertaking the return, storage and any further delivery of the Products; and (b) the price of the Products in full, along with any further costs and expenses due in accordance with this clause.
If the Customer is collecting the Products from Outerstuff: If the Customer refuses or fails to accept delivery of the Products within three (3) Business Days of Outerstuff notifying the Customer that the Products are ready for collection from the Delivery Location, then, except where such failure or delay is caused by a Force Majeure Event or Outerstuff's failure to comply with its material obligations under the Contract:
 - (a) delivery of the Products shall be deemed to have been completed at 0900 EST on the third Business Day after the day on which Outerstuff notified the Customer that the Products were ready for collection from the Delivery Location;
 - (b) Outerstuff shall have the right to store the Products until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and
 - (c) Outerstuff shall be entitled to invoice the Customer for: (a) the costs incurred by Outerstuff in arranging and undertaking any further delivery of the Products; and (b) the price of the Products in full, along with any further costs and expenses due in accordance with this clause.If the Customer fails to accept delivery of the Products within ten (10) Business Days of Outerstuff notifying the Customer that the Products are ready for collection from the Delivery Location, Outerstuff may resell or otherwise dispose of part or all of the Products at its discretion.
- 3.2 If Outerstuff delivers up to and including five per cent (5%) more or less than the quantity of Products ordered the Customer may not reject them, but on receipt of written notice from the Customer that the wrong quantity of Products was delivered, a pro rata adjustment may be made by Outerstuff to the Order invoice (either in funds or as a credit, as determined by Outerstuff). The Customer must notify Outerstuff within two (2) Business Days if the quantity of Products delivered is incorrect, after which the Customer will be deemed to have confirmed and accepted the quantities delivered as correct.
- 3.3 Outerstuff may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4. **QUALITY AND SPECIFICATION**

- 4.1 All goods supplied by Outerstuff shall be in accordance with the Order and any further specifications or descriptions agreed in writing between the Parties or otherwise expressly stated in the Order ("**Specifications**"). The Customer is responsible for ensuring that the terms of the Order and any applicable Specifications submitted by the Customer are complete and accurate in all respects.
- 4.2 Outerstuff warrants that on Delivery and for a period of 365 days thereafter (the "**Warranty Period**") the Products shall:
 - (a) conform in all material respects with their description and any applicable Specifications;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality.Subject to clause 4.4, if:
 - (a) the Customer gives notice in writing to Outerstuff within the Warranty Period that some or all of the Products do not comply with the warranty set out in clause 4.2;
 - (b) Outerstuff is given a reasonable opportunity to examine such Products; and
 - (c) the Customer (if asked to do so by Outerstuff) promptly returns such Products to Outerstuff's place of business,Outerstuff shall, at its option, replace the defective Products, or refund the price of the defective Products in full (either in funds or as a credit, as determined by Outerstuff).
- 4.4 Outerstuff shall not be liable for the Products' failure to comply with the warranty set out in clause 4.2 in any of the following events:
 - (a) if the Customer makes any further use of such defective Products after giving notice in accordance with clause 4.3;
 - (b) the defect arises because the Customer failed to follow Outerstuff's instructions as to the storage of the Products or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of Outerstuff following any drawing, design or Specifications supplied by the Customer;
 - (d) the Customer alters or repairs such defective Products without the written consent of Outerstuff;
 - (e) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or
 - (f) the Products differ from their description or the Specifications as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 4.5 Except as provided in this clause 4, Outerstuff shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 4.2.
- 4.6 These Conditions shall apply to any repaired or replacement Products supplied by Outerstuff to the Customer pursuant to this clause 4.

5. **TITLE AND RESTRICTIONS**

- 5.1 Title to the Products shall not pass to the Customer until Outerstuff receives payment in full for the Products.
- 5.2 The Customer shall not remove, deface or obscure any identifying mark or packaging on or relating to the Products and shall maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 5.3 Customer acknowledges that the Products may be the subject of license agreements between Outerstuff and a Brand Owner and Customer agrees that in such cases it will only sell such Products in territories and using methods of distribution permitted under such applicable license agreements. Customer also agrees not to create any derivative works using any intellectual property related to the Products unless permitted by such applicable license agreements. Customer shall indemnify Outerstuff for any losses Outerstuff incurs if Customer breaches this provision or Section 6. Outerstuff's grant to Customer of any rights to such licensed properties, as well as its warranties with respect to Products covered by 3rd party licenses, is limited by the terms of the applicable license agreement. Outerstuff has no obligation to provide copies of any licensing agreements or any other confidential information or material. Customer shall not have any ownership rights of any kind to any intellectual property not provided by Customer to Outerstuff.

6. **INTELLECTUAL PROPERTY**

- 6.1 The Customer hereby expressly acknowledges that all Intellectual Property Rights in the Products and any drawings, plans, specifications, sketches, models, photos, images, templates, designs, samples or related materials received from Outerstuff (together with the Products, the "**Protected Materials**") belong and shall belong to Outerstuff (or the relevant Brand Owner), whether supplied free of charge or paid for. The Customer further acknowledges that the receipt of any Protected Materials from Outerstuff pursuant to this Contract shall not transfer, nor otherwise give the Customer any license of, any rights whatsoever in respect of any part of such Protected Materials including the Intellectual Property Rights therein.
- 6.2 The Customer undertakes that at no point, whether during the term of this Contract or any time thereafter, shall it do anything to prejudice or damage Outerstuff's ownership of, interest in or rights to use (in each case as applicable) the Intellectual Property Rights in the Protected Materials. The Customer undertakes and agrees that it has no right to and shall not (nor directly or indirectly allow, permit or enable any third party to) copy, adapt, reverse engineer, decompile, disassemble, modify or use any Protected Materials in whole or in part other than in accordance with this Contract or Outerstuff's express prior written consent.
- 6.3 The Customer shall comply with all rules for the use of the Protected Materials issued by Outerstuff (including those set out in any branding manual issued by Outerstuff whether issued on its behalf or on behalf of any Brand Owner).
- 6.4 Outerstuff makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in the Protected Materials, nor as to whether they infringe the Intellectual Property Rights of any third parties.

7. **PRICE AND PAYMENT**

- 7.1 The price of the Products shall be the price set out in Outerstuff's published price list in force as at the date of delivery, or as otherwise agreed between the parties in writing and confirmed in the Confirmation of Receipt.
- 7.2 Unless explicitly stated in the Order / Confirmation of Receipt, the price of the Products excludes amounts in respect of value added or sales taxes (**VAT**) and excludes the costs and charges of packaging, insurance, transport, any applicable taxes and duties and the cost of completing any associated paperwork.
- 7.3 Outerstuff may invoice the Customer for the Products and any additional charges due in accordance with the Contract on dispatch of the Products or at any time thereafter. Outerstuff may invoice the Customer for any costs and expenses incurred by Outerstuff as a result of any delay caused by any instructions of the Customer and/or failure by the Customer to give Outerstuff adequate or accurate information or instructions.
- 7.4 The Customer shall pay each invoice received from Outerstuff in full and in cleared funds within thirty (30) calendar days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Outerstuff. Time of payment is of the essence. In the event of any errors or omissions on an invoice, Outerstuff shall have the right to re-issue a corrected version of the same within a reasonable time following the discovery of such error or omission.
- 7.5 If the Customer fails to make any payment due to Outerstuff under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of four per cent (4%) per annum above

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the base lending rate issued by LIBOR from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.6 Outerstuff reserves its statutory right to claim interest and compensation for debt recovery costs under this clause for the price once payment becomes due notwithstanding that title may not have passed.
7.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Outerstuff may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Outerstuff to the Customer.

7.8 In the event any fees, payments and/or expenses paid to Outerstuff by the Customer are subject to any deduction or withholding in respect of tax, Outerstuff reserves the right to charge the Customer an additional amount which will, after any deduction or withholding has been made, leave Outerstuff with the same amount Outerstuff would have received in the absence of any such deduction or withholding.

8. TERMINATION

8.1 Without limiting its other rights or remedies, Outerstuff may terminate this Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach (which includes failure to pay any amount due under the Contract and/or any Order on the due date for payment) of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.

8.2 On termination of the Contract for any reason: (a) the Customer shall immediately pay to Outerstuff all of Outerstuff's outstanding unpaid invoices and interest; and (b) Outerstuff shall have the right to cancel any Orders for Products placed by the Customer before termination if delivery would fall due after termination, whether or not such Order has already been accepted.

8.3 Termination of the Contract shall not affect any of the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination (including clauses 5.3 and 6 to 12) shall remain in full force and effect.

9. LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude Outerstuff's liability for (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; or (c) any matter in respect of which it would be unlawful for Outerstuff to exclude or restrict liability.

9.2 Subject to clause 9.1 Outerstuff shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence) or restitution, breach of statutory duty, misrepresentation or otherwise, for any loss of profit or revenue, loss of business or business opportunity, loss of goodwill or reputation, loss of goodwill or reputation, loss or corruption of personal data, or any special, indirect or consequential loss arising out of or in connection with the Contract and/or any Order (and/or Outerstuff's performance of the same), whether or not Outerstuff has been advised of, or is otherwise aware of, the possibility of such loss and/or damage.

9.3 Subject to clauses 9.1 and 9.2, Outerstuff's total aggregate liability to the Customer, in respect of any loss incurred by the Customer arising under or in connection with the Contract and any Order, whether in contract, tort (including negligence) or restitution, breach of statutory duty, misrepresentation or otherwise, shall under no circumstances exceed the amount paid by the Customer to Outerstuff for the Products in the twelve (12) months immediately prior to the event giving rise to the loss.

10. INDEMNITY

10.1 The Customer shall indemnify, defend and hold harmless Outerstuff and its Affiliates against all Loss suffered or incurred by Outerstuff and/or its Affiliates arising out of or in connection with:

- (a) any claim made against Outerstuff by a Brand Owner, to the extent that such claim arises out of the Customer's breach, negligent performance or failure or delay in performance of this Contract (including, without limitation, clause 5.3 hereof) or any Order;
- (b) any claim made against Outerstuff by a third party arising out of or in connection with the supply of the Products by the Customer to such third party, to the extent that such claim arises out of the Customer's breach, negligent performance or failure or delay in performance of this Contract or any Order;
- (c) any claim made against Outerstuff by a third party for death, personal injury or damage to property arising out of or in connection with defective Products, to the extent that the defect in the Products is attributable to the Customer's acts or omissions; and/or
- (d) Customer's negligence or willful misconduct.

11. CONFIDENTIALITY

11.1 Each Party undertakes that it shall not at any time disclose to or share with any person any Confidential Information, except as provided by clause 11.2.

11.2 Each Party may disclose the other Party's Confidential Information:

- (a) to those of its employees, officers, agents, representatives or advisers who need to know such information for the purpose of carrying out the Party's obligations under this Agreement (each a "Recipient"). Each Party shall ensure that each Recipient complies with this clause 11; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

11.3 The Receiving Party shall ensure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Contract as if the Recipient was a party to this Contract.

11.4 Clause 11.1, clause 11.2 and clause 11.3 do not apply to information which:

- (a) is at the time of disclosure in, or thereafter comes into, the public domain other than through breach of this Contract by the Receiving Party or a Recipient; or
- (b) was known to the Receiving Party (without obligation to keep such information confidential) at the time of disclosure by the Disclosing Party;
- (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party (provided that such source, to the knowledge of the Receiving Party, is not or was not bound to maintain the confidentiality of such information); or
- (d) has been independently developed by the Receiving Party without access to or use of the Confidential Information of the Disclosing Party.

11.5 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Contract or any Order.

12. GENERAL

12.1 **Force Majeure.** Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for ninety (90) days, the Party not affected by the Force Majeure Event may terminate this Contract by giving thirty (30) days' written notice to the affected party.

12.2 **Assignment and other dealings.** Outerstuff may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract and any Order. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract or any Order without the prior written consent of Outerstuff.

12.3 **Entire agreement.** This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

12.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

12.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not: (a) waive that or any other right or remedy; nor (b) prevent or restrict the further exercise of that or any other right or remedy.

12.6 **Severance.** If any provision or part-provision of the Contract is, or is determined to be, invalid, illegal or unenforceable by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.7 **Notices.** Any notice or other communication given to a Party under or in connection with the Contract shall be in writing, addressed to that Party at its principal place of business or such other address as that Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service. A notice or other communication shall be deemed to have been received: (a) if delivered personally, when left at the address referred to above; or (b) if sent by pre-paid first class post or other next working day delivery service, at 0900 GMT on the second Business Day after posting.

12.8 **Third party rights.** No one other than a Party to this Contract and their permitted assignees shall have any right to enforce any of its terms, save that Outerstuff's Affiliates may enforce the terms of clause 10.

12.9 **Governing law and Jurisdiction.** This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of the State of New York. Each Party irrevocably agrees that the courts of the State of New York located within the Borough of Manhattan shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation. Notwithstanding the foregoing, Outerstuff shall nevertheless still have the right to apply at any time for injunctive, other interlocutory or emergency relief to any court of competent jurisdiction.

12.10 **Definitions.** For the purposes of this Contract:

- (a) "**Affiliate**" means: (a) any person or entity which directly or indirectly owns or Controls, is directly or indirectly owned or Controlled by, or is under common Control with, Outerstuff; and (b) includes Outerstuff's and its Affiliates' shareholders, members, partners, directors, officers, managers, employees, agents, successors and assigns;
- (b) "**Brand Owner**" means any third party owner or authorized licensee of Intellectual Property Rights in the Products which Outerstuff has entered into a licensee with authorizing Outerstuff to produce, promote and sell, and grant the right to others to promote and sell, the Products, and use the relevant Intellectual Property Rights in respect of the same;
- (c) "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in the United States are ordinarily open for business;
- (d) "**Confidential Information**" means all non-public, confidential and/or proprietary information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") whether before or after the date of this Contract. Without limiting the generality of the foregoing, Confidential Information includes any information (whether tangible or intangible, printed, electronic, or otherwise) disclosed by the Disclosing Party to the Receiving Party, or which the Receiving Party may have access to, which is or should be reasonably understood to be non-public, confidential and/or proprietary given the nature of the information and the circumstances of its disclosure, including information relating to the Products (including pricing and price lists), the Protected Materials, the operations, processes, plans or intentions, product information and specification, know-how, design rights, trade secrets, pricing and marketing strategies, customer lists, market opportunities and business affairs of the Disclosing Party;
- (e) "**Force Majeure Event**" means any act of God, (including, without limitation, fire, flood, earthquake, climatic conditions (including severe weather)), civil disorder, acts of war or terrorism, suspension of critical transportation links, disease, strikes, lockouts or other labor difficulties, blockades, embargoes, boycotts, delay or inability to obtain supplies, labor, raw materials or energy through a Party's usual and regular sources, or any law, regulation or other action adopted or taken by any governmental authority, or any other event, circumstance or cause not reasonably within the non-performing Party's control;
- (f) "**Intellectual Property Rights**" means: (a) patents, inventions, developments, designs, copyrights and related rights, database rights, trade secrets, processes, systems, technical information, know how, moral rights, improvements, trademarks and related goodwill, trade names, brand names, service marks, logos, symbols, trade dress or design (all whether registered or unregistered) and rights to apply for registration; (b) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future; and (c) other proprietary rights or intellectual property rights recognized in any country or jurisdiction in the world; and (d) all applications, extensions and renewals in relation to any such rights; and
- (g) "**Loss**" means loss, damage or liability, including (by way of example only) all costs claims, suits, actions, proceedings, damages, losses, penalties, fines, liabilities and expense of investigation and defense of any claim (including reasonable legal fees and disbursements, consultants fees and disbursements), and in each case whether such losses are direct, indirect or consequential losses.

12.11 **Interpretation:** For the purposes of this Contract:

- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provisions, as amended or re-enacted;
- (b) a number of days will be calculated as exclusive of the first day and inclusive of the last day unless the last day falls on a day which is not a Business Day in which case the last day will be the next succeeding Business Day;
- (c) any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative, without limitation, and shall not limit the sense of the words preceding those terms; and
- (d) an obligation on a Party not to do something includes an obligation on that Party not to allow that thing to be done by any of its employees, agents or any third party under its control.



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