

TVC Enterprises

86 Linden Street

Douglas, MA 01516-2468

Voice / Fax: (508) 377-9244



"Be strong with the LORD's mighty power."
Ephesians 6:10
www.GoodNewsGrizzly.com

Purchase Order

Bill to:	

Ship to:	
()	<input checked="" type="checkbox"/> Same as Billing Address

PO #	Shipping	Sold By	Product	Terms of Sale	Comments
206007	Plush Toy: Freight - Direct from China	TVC - D	GNG2006	Note: Item #4	Be a Blessing!

Item #	Description	Quantity	Unit Cost	Product Cost	Shipping Cost
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GNGPT600	10" Plush Toy: "Good News Grizzly"	600	\$8.93	\$5,358.00	\$835.00
GNGPT1200	10" Plush Toy: "Good News Grizzly"	1,200	\$8.78	\$10,536.00	\$950.00
GNGPT2400	10" Plush Toy: "Good News Grizzly"	2,400	\$8.37	\$20,088.00	\$1,180.00
GNGPT3600	10" Plush Toy: "Good News Grizzly"	3,600	\$8.06	\$29,016.00	\$1,450.00
GNGPT6K	10" Plush Toy: "Good News Grizzly"	6,000	\$7.62	\$45,720.00	\$1,590.00
GNGPT12K	10" Plush Toy: "Good News Grizzly"	12,000	\$7.44	\$89,280.00	\$1,950.00
GNGPT36K	10" Plush Toy: "Good News Grizzly"	36,000	\$7.30	\$262,800.00	\$2,350.00
GNGTS100	T-Shirt: Youth (S) to Adult (XL)	100	\$7.50	\$750.00	Call for Quote
GNGTS100X	T-Shirt: Adult (2x) - (3x add \$2.00)	100	\$9.50	\$950.00	Call for Quote
GNGSS100	Sweatshirt: Youth (S) to Adult (XL)	100	\$14.70	\$1,470.00	Call for Quote
GNGSS100X	Sweatshirt: Adult (2x) - (3x add \$2.00)	100	\$16.70	\$1,670.00	Call for Quote
GNGTS250	T-Shirt: Youth (S) to Adult (XL)	250	\$6.55	\$1,637.50	Call for Quote
GNGTS250X	T-Shirt: Adult (2x) - (3x add \$2.00)	250	\$8.55	\$2,137.50	Call for Quote
GNGSS250	Sweatshirt: Youth (S) to Adult (XL)	250	\$13.05	\$3,262.50	Call for Quote
GNGSS250X	Sweatshirt: Adult (2x) - (3x add \$2.00)	250	\$15.05	\$3,762.50	Call for Quote

Note:

- Shipping costs are approximate and subject to change, (Verify with order).
*Based on time of year and delivery address.
- Shirt orders of same type can combine sizes.
*Payment for shirts must be made in full at time of order.
- Purchase Order must be signed and accompanied with deposit,
*A signed purchase order accepts terms of "Purchase Agreement".
- Plush Toy: "Terms of Sale" - 50% deposit with order with
balance due before shipment. (Payment type : Check, Money Order)
- Orders are delivered in approximately 12 weeks, (Quantity can effect delivery schedule, confirmation with order).

Item # ordered

Sales Tax (MA Residents 5%)

Shipping & Handling

TOTAL

\$ -

Make all forms of payment payable to: TVC Enterprises

Purchaser: _____

Date: _____

**TVC Enterprises
Purchase Agreement
"Good News Grizzly" Product Line**

The following Agreement is by and between TVC Enterprises;
of
86 Linden Street
Douglas, MA 01516-2468
USA

AND: ("Client")

The Agreement is effective upon placement of order with monetary deposit accompanied with a signed copy of this agreement:

WHEREAS,

"TVC Enterprises" is a product wholesaler. "TVC Enterprises" offers the sale of "Good News Grizzly" design creation in plush toy and various other items using the copyrighted/trademark name and design "Good News Grizzly".

WHEREAS,

Client seeks "TVC Enterprises" products for Client's own purposes;

WHEREAS,

The parties acknowledge that "TVC Enterprises" retains ownership over the ideas and designs used in all production items using the copyrighted/trademark name "Good News Grizzly", and design. "TVC Enterprises" shall make good faith effort to ensure that its service and production are on schedule and of good quality as much as possible and with as little service interruption as possible;

NOW THEREFORE,

In consideration of the mutual promises contained herein, the parties agree as follows:
In the case of a corporate client, the individual signing the agreement warrants that they have legal authority to bind the corporation in this manner and is doing so and also agree to be personally responsible and liable for all payments due.

I. Taxes:

"TVC Enterprises" shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Client or TVC Enterprises'. Client agrees to take full responsibility for all taxes and fees of any nature associated with such products, services, and information.

II. Material, Products, Information and Services:

"TVC Enterprises" will not be responsible for any damages that may be suffered by the Client, including loss of profit resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Client. "TVC Enterprises" reserves the right to change, without notice, its service, including, but not limited to, minimum quantities, hours of operation, pricing, delivery schedules, documentation, ordering procedures, and services offered. It is also understood that there could also be slight variations in design material colors and printing colors due to uncontrollable manufacturing processes.

III. Age:

The Client certifies that he or she is at least 18 years of age.

IV. Termination:

This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice, sent by E-mail, fax, United States first class mail postage prepaid or courier. Client is responsible for all fees and charges incurred for any outstanding production order. Prepaid fees shall not be refunded to the Client by "TVC Enterprises", unless they exceed amounts owing for services and production. Notwithstanding the above, "TVC Enterprises" may terminate service under this Agreement at any time with immediate effect and without penalty, if the Client fails to comply with any of the terms of this Agreement.

V. Disclaimer of Warranty and Limitation of Liability:

Client expressly agrees that use of "TVC Enterprises" products is at Client's sole risk. Neither "TVC Enterprises", its officers, directors, employees, affiliates, agents, third party logistics providers, contractors, merchants, licensors nor the like make any warranty whatsoever whether expressed or implied. They also disclaim any warranty of merchantability or fitness for any particular purpose. Under no circumstances, including their negligence or gross negligence, shall "TVC Enterprises", its officers, directors, employees, affiliates, agents, contractors, third party information providers, merchants licensors or the like be liable for any direct, indirect, incidental, special, consequential or any other type of damages whatsoever. Client hereby acknowledges that this paragraph shall also apply to all content on "TVC Enterprises" service. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence, gross negligence, putative conduct or otherwise, shall not exceed the aggregate dollar amount which Client paid during the Original Term of this Agreement.

VI. Indemnification:

Client agrees that it shall defend, indemnify, save and hold "TVC Enterprises" harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees ("Liabilities") asserted against "TVC Enterprises", its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless "TVC Enterprises" against liabilities arising out of (i) any injury to person or property caused by any products or information sold or otherwise distributed in connection with "TVC Enterprises" services; (ii) any improper use of the Client's product(s) under any circumstances, and (iv) any defective product or service which Client sold via "TVC Enterprises" services.

If the Client fails to comply with any terms of this Agreement, it shall be fully responsible for the cost of labor and any and all other costs, including legal costs incurred by "TVC Enterprises" in order to enforce this contract, rectify the damage caused by the Client or via improper use of the Client's account(s).

VII. Reselling:

Client is allowed to resell the products sold by "TVC Enterprises", provided that Client's acknowledge, to "TVC Enterprises" satisfaction, that "TVC Enterprises" has disclaimed all warranties and is not subject to liability or damages of any kind. Client agrees to handle and is responsible for all third-party customers' products, delivery, and returns. Client agrees to having the necessary knowledge and skill level for reselling services provided, including providing product support to its customers.

VIII. Defects:

PLUSH TOY Products:

The plush toys are sent to you directly from the factory. They are passed through a metal detector to detect any broken needles and are inspected for quality. There may be some defects though, which is expected for a hand made product. The following guidelines will be used for dispute clarification:

a. There normally are some defects. On a small run there will be a higher percentage (5 out of 600 is almost 1%) whereas on a larger run if there are 10 defects in 10,000, this is less than 1%.(less than point one percent) There is no refunds or credits at this level of defects. This should be included in your calculations. If there are an unusually large number of defects, above the stated percentage in this section of the agreement then they can be returned to "TVC Enterprises" and a credit will be issued. Since the market value is the guide to what a defect is, a zero dollar market value will be considered a defect, (ex.: head on backwards). Any defects caused or made worse by the actions of the end customer - (i.e. If the end customer gets a toy and there is a small thread sticking out and instead of snipping this thread they pull it and one of the embroidered words is partially removed.)- will not be backed by the "TVC Enterprises defect warranty".

The agreement is, you are the retailer, and must set your own policies. In rare circumstances a production comes back "wrong". This is where they are made: without shields, helmets or shin guards then these would simply be replaced 100% by "TVC Enterprises", at no charge to you.

IX. Miscellaneous:

The Client agrees to be bound by this agreement fully and unconditionally upon ordering product from "TVC Enterprises". Ordering of "TVC Enterprises" product shall act as Client's express and full agreement to this written Agreement. Furthermore, the Client's listed contact certifies full personal agreement to this written Agreement by ordering "TVC Enterprises" products on behalf of the Client.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications to this Agreement shall be in writing and signed by both parties.

Non-enforcement of any section of this Agreement does not constitute consent or waiver and "TVC Enterprises" reserves the right to enforce this Agreement at its sole discretion. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining positions shall remain in full force and effect.

This Agreement shall be governed and construed in accordance with the laws of Massachusetts. Both parties agree that any dispute arising out of this Agreement, or any relationship between the parties, will be resolved only in the courts of Massachusetts, and in no other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and acknowledge full and unconditional acceptance of the terms of this Agreement.