Academic Cap & Gown

8944 Mason Ave. Chatsworth, CA 91311 • (818) 886 - 8697 • (800) 626 - 5000 • FAX (818) 886 - 8743
www.academicapparel.com

ORDER FORM

Quantity	Color	Fabric / Description	Price Each	Qty X Price

Rush Fee _____

Sales Tax* _____

Shipping _____

Grand Total _____

*Resale # _____

Choose how order should be packed (pick one, default is by Alpha unless agreed otherwise when price negotiated):

- ☐ By Size
- ☐ Alphabetical$^{\pi}$ by Student Last Name
- ☐ By Homeroom Number, then Alphabetical$^{\pi}$ (+ 0.25)
- ☐ By Size, list by Alphabetical$^{\pi}$ (+ 0.25)

$^{\pi}$All alpha orders must include Student List in our specific format by email or disk. These orders may be higher priced than standard "Alpha" orders.

Account Name: _____ Telephone: _____

Address Line : _____ FAX: _____

Address Line : _____ Measurement Date: _____

City, State, Zip: _____ Delivery Date: _____

Contact Name: _____ Graduation Date$^{\#}$: _____

Email Address: _____ Delivery Method: _____

$^{\#}$Acceptance of order guarantees prices only to graduation date.

Collar color: White Gold Tassel Colors: _____

Special Instructions: _____

Please see terms and conditions on back, and indicate your acceptance below:

Payment Terms: ☐

Customer Signature: _____ Salesman Signature: _____ Date: _____

Office Use Only:

Review: _____ **Credit:** _____

Form #53772022

Keeper - Graduation Robes
Measurement Form

Print your School Name with City & State _____

Indicate students outside average size range with an asterisk* and explain on the back of this form eg. Weight, Wheelchair, etc.

Student Name	Height	Weight	Student Name	Height	Weight
1.			21.		
2.			22.		
3.			23.		
4.			24.		
5.			25.		
6.			26.		
7.			27.		
8.			28.		
9.			29.		
10.			30.		
11.			31.		
12.			32.		
13.			33.		
14.			34.		
15.			35.		
16.			36.		
17.			37.		
18.			38.		
19.			39.		
20.			40.		

Academic Terms and Conditions

The purchasing party named on the front of this document, or the recipient scholastic institution receiving this Agreement by email (the "Purchaser"), and Academic Church and Choir Gown Manufacturing Co., Inc. ("Academic") agree as follows, effective as of the latest date indicated on the front of this document or the first acknowledgment of receipt of this Agreement by email (the "Effective Date").

Article 1. Purchase and Sale; Purchase Price, Payment, Returns

a) Terms. Academic will sell graduation caps and gowns and related graduation products (the "Products") in the quantity, color, and fabrics indicated in the sales terms of this Agreement (the "Proposal"). Purchaser will pay Academic the purchase price set forth in the Proposal. Unless the Proposal specifies otherwise, Purchaser will pay in full by check, certified check, money order, or credit card upon order; or, for preapproved local or repeat Purchasers, within 30 days after receipt of the Products. All purchase orders must be preapproved by Academic. Purchaser will pay the prices, shipping, handling, and applicable taxes specified in the Proposal. Credit card purchases may carry an additional fee of 3.5%.

b) Tariff and Customs Adjustment. If at any time within six months after the Effective Date any tariffs, customs duties, anti-dumping or countervailing duties, safeguard duties, merchandise processing fees, harbor maintenance fees, or similar government-imposed charges applicable to the Products increase, or new such charges are imposed, Academic may increase the price of affected Products by the net incremental amount attributable to those charges, allocated per unit as applicable. Academic will give Purchaser written notice with reasonable detail. The adjustment will apply to shipments scheduled on or after the effective date of the change, or to the extent a change is applied retroactively by the authority. If the total increase for a Product exceeds 25% of its base price, Purchaser may cancel undelivered quantities of that Product by written notice within five business days after Academic's notice of the adjustment.

c) Returns. With prior approval, local Purchasers may return up to 20% of a total order for a refund of that portion, excluding shipping and rush charges, provided the returned Products are unused, sealed, and in the original packaging. Additional returns may be approved and will incur a 15% restocking fee for each returned Product beyond the 20% allowance. Because prices are based on quantity ordered, returns may affect the overall price and may result in additional amounts being owed.

d) Rentals. Rental faculty regalia are charged at the current rental rate unless otherwise specified in the Proposal.

e) Resale. If this purchase is intended for resale, Purchaser's resale number must be on file with Academic prior to billing.

f) Late Payments. If Purchaser fails to make punctual payments as provided, interest will accrue on the past due amounts at the lower of 1.5% per month or the maximum rate allowed by law, for each full or partial calendar month during which such amounts are outstanding. Interest begins to accrue on the 30th day after the due date.

g) Taxes. Purchaser is responsible for all sales, use, excise, value added, and similar taxes, and for any related penalties and interest, arising from the purchase of the Products, excluding taxes based on Academic's income. If Purchaser claims an exemption, a current and valid exemption certificate must be on file with Academic before billing.

h) Inspection and Shortages. Purchaser will inspect the Products upon receipt and will notify Academic in writing of any shortages, shipping damage, or nonconformity within seven business days after delivery. Failure to provide timely notice will constitute acceptance for those purposes, without limiting Purchaser's warranty notice rights under Article 2.

i) Order Changes and Cancellations; Late Fees for Additions. Changes or cancellations requested by Purchaser after order acceptance may be subject to change fees, increased unit pricing for reduced quantities, and reimbursement of costs incurred. Custom, logoed, color matched, or special-order items may be non-cancelable and non-returnable once production has begun. Additions to an existing order will carry a late fee as specified in the Proposal. If the Proposal does not specify a late fee, then a minimum additional late fee of $3.50 per graduation gown will apply to quantities added within the 30 days prior to the scheduled delivery date, and a minimum additional late fee of $10.00 per graduation gown will apply to quantities added within the five days prior to the scheduled delivery date.

Article 2. Warranty, Termination, and Remedies

a) Termination. If either party breaches this Agreement fails to cure the breach within 30 days after receiving written notice from the other party, the non-breaching party may terminate this Agreement.

b) Warranty. Academic warrants that the Products will be free from manufacturing defects in materials and workmanship and, unless they are sold as rentals or specifically as used, will be new and of a quality consistent with Academic's normal production.

c) Repair or Replacement; Exclusive Remedy. Academic may, at its option, repair or replace any defective Products, provided Academic receives written notice of the defect within 30 days after Purchaser's receipt of the Product. Purchaser will permit Academic to inspect the Products to verify any defect. Purchaser's remedies and Academic's obligations are limited to repair or replacement by Academic, at Academic's expense, of the defective Products or defective parts. Purchaser is responsible for normal maintenance, repair, and ordinary wear and tear of the Products and will perform maintenance in accordance with generally accepted maintenance procedures.

d) Disclaimer and Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH ABOVE, ACADEMIC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ACADEMIC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR LOSS OF REPUTATION, WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS, ANY FAILURE, DELAY IN DELIVERY, OR NONDELIVERY, ANY TERMINATION OF THIS AGREEMENT, OR OTHERWISE, WHETHER BASED IN WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ACADEMIC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACADEMIC'S AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

e) Arbitration. Any claim arising out of or relating to this Agreement will be resolved exclusively by binding arbitration in Los Angeles County, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator will not be empowered to award exemplary or punitive damages. The award will be final, and judgment may be entered on the award in any court having jurisdiction.

f) Attorney Fees. If any arbitration or court action is brought to enforce this Agreement or to collect amounts due, the prevailing party will be entitled to recover its reasonable attorney fees, court costs, and related expenses.

g) Waiver. A waiver of any provision or breach of this Agreement is effective only if in writing and signed by the waiving party, and no waiver of any breach will be deemed a waiver of any other or subsequent breach.

h) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous written or oral agreements regarding its subject matter. Any amendment must be in writing and signed by both parties.

i) Severability. If any part of this Agreement is held invalid, void, or unenforceable, the remainder will continue in full force and effect.

j) Governing Law. This Agreement is governed by the laws of the State of California, without regard to its conflict of laws principles.

k) Confidentiality. Purchaser will keep confidential all pricing and other terms contained in this Agreement and will disclose such information only to persons affiliated with Purchaser who have an immediate need to know it to perform this Agreement.

l) Data and Logo Use. Purchaser grants Academic a limited, nonexclusive license to use Purchaser's name, school name, colors, and logos solely as necessary to manufacture and supply the Products under this Agreement. All intellectual property rights remain with Purchaser. Academic will comply with any brand guidelines provided in writing by Purchaser.

m) Force Majeure. Neither party will be liable for delay or failure to perform to the extent caused by events beyond its reasonable control, including acts of God, fire, flood, earthquake, explosion, epidemic, war, terrorism, embargo, port closure, labor dispute not involving the delayed party's own employees, government action, or shortages in transportation, fuel, or materials. The affected party will notify the other party without undue delay and will use commercially reasonable efforts to resume performance. Delivery dates will be extended for the period of delay. If a force majeure event continues for more than 30 days, either party may terminate undelivered portions of the affected orders upon written notice.

Indicate your acceptance and authorization to bind your organization by signing on the front of this document or indicating your acceptance in response to this document in email. Acceptance of these terms shall be assumed on receiving the Products under the Proposal, with or without acknowledgement of these Agreement terms.