DIRECT CHECKOUT: TERMS OF USE

PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY BEFORE USING CARHARTT DIRECT CHECKOUT. By using Direct Checkout, you acknowledge that you have read and agree to be legally bound by these Terms.

Welcome to Carhartt Direct Checkout. Direct Checkout ordering places your order automatically based on the payment method and shipping address you have stored in the Wallet and Address Book pages of your Carhartt account and lets you skip the shopping cart.

When you opt-in or enroll to Direct Checkout on your Carhartt account and enter a payment method and shipping address, Direct Checkout ordering is enabled for use. After enrollment, when you click **Buy Now with Direct Checkout** on any product page, your order will be charged automatically for the amount indicated to the payment method and shipped to the address associated with your Direct Checkout settings. You can modify the payment method or address associated with your Direct Checkout settings by accessing the Wallet and Address Book pages of your Carhartt account.

To change the payment method or shipping address for a specific Direct Checkout order, you must make the modifications to those selections on the order summary prior to clicking **Buy Now with Direct Checkout**. If you do not make any modifications, the order will be charged and shipped to the default payment method and shipping address associated with your Direct Checkout settings.

You acknowledge that you have provided your payment method to us and consented to its storage for use with your Direct Checkout account.

CANCELLING OR EDITING DIRECT CHECKOUT ORDER.

We want you to get your order as soon as possible, so we begin processing it immediately after you place it. Once your order has been submitted, we are unable to cancel or edit the order, except as provided in this Section. Please review your order very carefully prior to clicking the **Buy Now with Direct Checkout** button.

If you place your Direct Checkout order during standard Customer Service Hours with Ground, 2 Day, or 3 shipping, you can edit or cancel your Direct Checkout order only by calling 1-800-833-3118 within 30 minutes after placing that order. The request for edit or cancellation must be made within 30 minutes after placing the order and must be received by Carhartt during standard Customer Service Hours of Monday-Friday 8:00a.m.-9:00 p.m. EST and Saturday 9:00 a.m. -5:00 p.m. EST.

Direct Checkout Orders placed outside of standard Customer Service Hours or placed requesting Next Day shipping cannot be edited or canceled.

ORDER CONSOLIDATION

Direct Checkout orders <u>will be treated independently and cannot be consolidated</u>. You will have an opportunity to select your method of shipping for your order prior to clicking **Buy Now with Direct Checkout**. Orders placed requesting Next Day shipping may not be edited or canceled.

- You agree that each Direct Checkout order incurs separate shipping charges
- Your shipping costs will include a per-shipment fee for each shipment.
- To view the details of your Direct Checkout order, including Tracking Number and cost of shipping, go to the order summary.

Last updated: October 31, 2018

For more information regarding the Shipping Options, Cancellations and Returns Policy, please click SHIPPING & RETURNS POLICY.

ENROLLMENT IN DIRECT CHECKOUT

When you register for an account with us, the following rules apply:

- To place an order via Direct Checkout, you must be at least 18 years old. By enrolling in Direct
 Checkout, you represent and warrant to us that you are at least 18 years old, or at least as old as
 required by the law applicable to you in order to enter into a valid and enforceable agreement with us.
 Any users under the age of 18 must have the consent of a parent or legal guardian to order through
 Direct Checkout.
- **Be True**: Provide complete, accurate and current registration information and maintain and update your information to ensure it is always complete, accurate and current.
- **Be You**: Keep your registration personal. Do not register for more than one Carhartt account, register a Carhartt account on behalf of someone else, or transfer your account.
- **Be Secure**: Keep your username, password and other login credentials secure and do not allow anyone else to use your account.
- Be Responsible: Inform Carhartt immediately of any unauthorized use of your Carhartt account. You
 are responsible for anything that happens through your Carhartt account with or without your
 permission- including orders made through Direct Checkout. TO THE MAXIMUM EXTENT ALLOWED BY
 APPLICABLE LAW, CARHARTT IS NOT RESPONSIBLE FOR ANY LOSS OR ACTIVITY THAT RESULTS FROM THE
 UNAUTHORIZED USE OF YOUR ACCOUNT.

MODIFICATIONS TO TERMS

Our Terms May Change. Some jurisdictions do not permit unilateral updates or changes to consumer terms, so this paragraph may not apply to you. We may update these Terms from time to time. If a material change is made, we will post a notice on the Carhartt website or send you a notification. Read through any changes, and if you don't agree to them, please stop using Direct Checkout. If you continue to use Direct Checkout after we notify you of changes, you will be deemed to have accepted the updated Terms, except to the extent prohibited by applicable law.

TERMINATION OR SUSPENSION

CARHARTT may terminate or suspend your account, delete your profile or any associated payment method or shipping addresses, and restrict your use of all or any part of the Carhartt platform at any time and for any reason, without any liability to CARHARTT, subject to applicable law.

You may cancel your enrollment to Direct Checkout at any time by unselecting the checkbox for Direct Checkout enrollment on your profile page for your Carhartt account.

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Email: Just Ask Us@Carhartt.com

Phone: 1-800-833-3118