

**SOILBIOTICS STANDARD TERMS OF SALE
FOR THE UNITED STATES**

1. **CONFLICT OF TERMS; APPLICABILITY.** Unless otherwise agreed by the parties in a separate written supply agreement executed by both parties: (a) these Standard Terms of Sale (“Standard Terms”) shall supersede any terms and conditions contained in any prior purchase orders, completed purchase orders, nomination letters, proposals, quotations, requisitions, oral statements and/or representations, other standard terms and conditions generated by either party, correspondence or similar matters (collectively, “Supply Agreement”) between the parties or their representatives; (b) any conflict between these Standard Terms and other Supply Agreements shall be resolved in favor of these Standard Terms; and (c) these Standard Terms apply to all purchase orders or any other Supply Agreement submitted by any customer (“Buyer”) of SoilBiotics and/or its affiliates (collectively, “Seller”) regardless of whether or not they are explicitly referred to by either party in any written communication to the other party. Unless otherwise agreed by the parties in a Supply Agreement, Buyer’s submission of a completed purchase order shall constitute acceptance of these Standard Terms and shall be limited to these Standard Terms, regardless of any modifications, additional terms or waiver language contained in any other Supply Agreement generated by either party, all of which modifications, additional terms or waiver language are specifically rejected by the party to be bound. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these Standard Terms shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be affected by the acceptance of quotations or shipping instruction forms containing terms at variance with or in addition to those set forth herein.

2. **PURCHASE OF GOODS.** Buyer will purchase from Seller certain products (the “Goods”) bearing the SOILBIOTICS® trademark and other trademarks owned by Seller (“Trademark(s)”), for Buyer’s own use, or for distribution to authorized customers (“Authorized Accounts”) within the United States (the “Territory”); provided, however, that Buyer shall not sell to any account for which Seller retains or obtains exclusive distribution rights and notifies Buyer in writing with respect to such rights prior to Buyer’s sale of any Goods to such account. Any and all disputes between Buyer and Seller’s other authorized distributors shall be reconciled between Buyer and Seller’s other authorized distributor(s), and Seller shall not be obligated to intervene with such dispute. The parties may, from time to time, modify the geographical scope of the Territory or Authorized Accounts upon written agreement. Except as expressly set forth herein, the Buyer acts in its own name, at its own risk, and for its own account. Seller will serve as Buyer’s sole source of the Goods. Buyer shall promptly notify in writing, and consult with, the Seller when it becomes aware of market and legal developments in the Territory pertinent to these Standard Terms and/or any Supply Agreement. Notwithstanding the above, Buyer shall not have the right to make sales in the Territory via the Internet or any e-Commerce website without the prior written approval of Seller. If Buyer establishes its own e-Commerce website for the Goods, Seller shall have the right to approve the site, including Buyer’s use of the Trademarks on the site.

3. **RESERVED RIGHTS.** Notwithstanding anything to the contrary contained herein or in any Supply Agreement, Seller shall have the right to: (a) perform other services in the Territory for customers; (b) sell Goods in the Territory; (c) perform other services that may relate to marketing initiatives to promote the brand in the Territory and directly to Buyer’s customers; (d) obtain e-Commerce rights in order to sell the Goods as described herein or other products related to the Trademarks within the Territory; and (e) investigate and resolve customer complaints or distribute sales and advertising information to customers on its own.

4. **REPUTATION; COMPLIANCE WITH LAWS.** Buyer shall continually maintain, to the reasonable satisfaction of Seller, a general reputation for honesty, integrity, and good credit standing. Further, Buyer shall comply with all laws, ordinances, and regulations, including, local, state, or federal, applicable to Buyer’s business and Buyer’s performance of its duties hereunder. A breach of this Section 4 shall be cause for immediate termination by Seller of these Standard Terms, and any Supply Agreement pursuant to Section 25 herein.

5. **PROMOTION AND ADVERTISING ACTIVITIES.** Buyer shall use commercially reasonable efforts and facilities to promote, maintain, and increase the sales of the Goods in the Territory and to serve the customers by all usual and ethical means, including advertising and personal solicitation of customers, demonstration of models, prompt and timely processing of orders and customer complaints, and identification of Buyer as a source of the

Goods. Promotional materials may be printed at the Buyer's expense. Any advertising or promotional materials bearing or using a Trademark, or other intellectual property of Seller, must be preapproved in writing by Seller prior to use by the Buyer. Buyer may not alter said promotional materials, or files provided by Seller to create said materials, without Seller's written consent.

6. *PLACEMENT AND ACCEPTANCE OF ORDERS.* All purchase orders for the Goods placed by Buyer shall be set forth in writing, in a form acceptable to Seller, including by a purchase order executed by the Buyer and delivered to Seller, or by e-mail, if previously agreed as an acceptable ordering method by the Seller in writing. Any such ordering instrument (a "PO") must contain the following information: (1) PO number, (2) PO date, (3) identification of the Goods ordered; (4) quantity of Goods ordered; (5) requested pick-up or delivery dates; (6) any special shipping instructions and billing and shipping addresses; and (7) any other special requirements. Upon receipt of the Buyer's PO, Seller will acknowledge receipt and verification of information. Seller shall accept a PO by notice to Buyer within five (5) days of its receipt by Seller (the date on which a PO is accepted by Seller is referred to herein at the "Acceptance Date"). Any PO delivered by the Buyer that has not been accepted within such five (5) day period shall be deemed to have been rejected by the Seller. Seller shall not be under any obligation to accept any PO. Seller will have the option to decline to fulfill Buyer's PO if Buyer is not current with its payments to Seller for previous orders. Once a PO has been accepted, Buyer may only cancel all or part of the PO if (i) the PO is not for a tanker and (ii) production has not yet started the order. Once production has started no tanker orders are cancellable and full payment is due upon receipt of Seller invoice. Except as set forth in Section 12, no Products can be returned once shipped. In the event of any discrepancies or inconsistencies between the provisions of these Standard Terms and the PO, the terms and conditions of these Standard Terms shall govern and control.

7. *PRICING; PAYMENT.* All prices quoted (whether in an applicable order or Seller's published price list) shall only be valid for thirty (30) days from the date of quotation, provided however that all prices quoted including freight shall only be valid for five (5) days from the date of quotation. Seller, in its sole discretion, reserves the right to implement price changes at any time, effective upon prior written notice to Buyer. Seller may extend credit to Buyer for purchases under these Standard Terms, and the terms of such credit shall be net thirty (30) days from the invoice date. Payments for all amounts due hereunder must be made to Seller in U.S. Dollars, net 30 days from the invoice date. Late payments on invoices, or on any unpaid balance thereof, may be subject to an interest charge at the rate of one and one-half percent (1 1/2%) per month or the highest rate allowed by applicable law, whichever is less, with a minimum \$5.00 finance charge. Seller shall be entitled to recover its costs of collection of any past due invoice, including but not limited to court costs and reasonable attorneys' fees, whether or not litigation is commenced in aid thereof and including any claim in bankruptcy. In addition, if Buyer fails to make any payment as and when due, Seller, in addition to any other rights and remedies (but not in limitation thereof), may, in its sole discretion, defer all further shipments of the Goods until such payments are made or may cancel such order or any pending orders from Buyer.

8. *TAXES/DUTIES; EXPENSES.* Applicable sales and use taxes, and import/export duties and other charges, are in addition to any prices quoted by Seller and shall be paid by Buyer. Buyer shall be further obligated to pay all applicable broker fees, commissions, and freight and insurance charges relating to the foregoing sales of the Goods. If applicable, Buyer shall pay fertilizer and soil amendment tonnage fees as required by law. Further, Buyer shall pay and discharge, where the Seller shall have no obligation for, any expenses or costs of any kind or nature incurred by Buyer in connection with its distribution business, including without limitation, any expense or costs for marketing the Goods, payroll, and/or employee benefits or taxes.

9. *SHIPMENT; DELIVERY.* Buyer and Seller shall designate in the PO or the Supply Agreement whether the Goods will be shipped via a common carrier, whether Buyer shall pick up the Goods, or whether Seller shall deliver the Goods (but if the parties agree to ship the Goods via common carrier and Buyer fails to designate a carrier, Seller shall have the right to select a carrier on Buyer's behalf). All shipping costs shall be paid directly by Buyer, or Seller may prepay such charges and charge the same to Buyer as set forth in the PO or the Supply Agreement. Shipping dates are approximate and not guaranteed by Seller. Seller shall not be liable for damages of any kind (including any direct, incidental, consequential or punitive damages) for failure to meet any Buyer specified delivery date, nor shall Seller be liable for any delay as a result of events or circumstances specified in Section 24 hereof. Irrespective of Seller's decision to prepay freight or select a carrier, Seller shall have no responsibility for, and Buyer must make all claims only against the applicable carrier or transportation company with respect to, damage or loss in transit.

10. *RISK OF LOSS; TITLE.* Possession and risk of loss for all Goods shall pass to Buyer at the time of delivery of the Goods as provided herein. Title to such Goods shall not pass until they have been fully paid for by Buyer. Buyer shall promptly and thoroughly inspect the Goods, and promptly notify Seller of any deficiency or nonconformity in writing within five days from delivery of the Goods.

11. *CREDIT; SECURITY.* Seller shall have no obligation to extend credit to Buyer unless otherwise agreed in writing by Seller. Any obligation of Seller to extend credit to Buyer is conditional upon Buyer's timely payment of invoices, and upon the continued financial stability of Buyer. Seller reserves the right to (a) require prepayment of orders in its sole discretion, or (b) to require satisfactory security from Buyer for performance of Buyer's obligations, regardless of any prior shipment or partial shipment on account of any order. Buyer's refusal to make such prepayment or furnish such security will entitle Seller to suspend shipments until such prepayment is made or such security is furnished and will entitle Seller, at its option, to cancel the order or any pending order of Buyer. In such event, Buyer shall nevertheless be required to pay for such shipments or partial shipments as may have been received by Buyer prior to Seller's cancellation of such orders or pending orders.

12. *LIMITED WARRANTY.* Seller warrants only that at the time of shipment, (a) the Goods conform to Seller's applicable written specifications (b) the Goods are free from defects in material and workmanship and (c) Seller conveys to Buyer good and marketable title to the Goods and that such Goods are delivered free from any lawful security interest, lien, or encumbrance; provided, however, that the foregoing warranty in (b) above shall not apply to (i) consumables or supplies sold or used in connection with the Goods, (ii) damage to the Goods resulting from misuse, accident, abuse, neglect, wear and tear, unauthorized modification or alteration, use beyond rated capacity, accident or abnormal conditions of operation or handling, or improper installation, maintenance or application (collectively "Incidents") in the event that such Incident occurs after possession of such Goods has passed to Buyer, (iii) Seller's compliance with the specific written instructions or requirements of Buyer, (iv) modifications to the Goods after delivery to Buyer, or (v) the willful misconduct, gross negligence or other fault of a party other than a Seller Indemnitee (as defined below). It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and except with respect to any such advice contained in Seller's applicable written specifications described in subsection (a), Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk. Seller's warranty obligations hereunder are contingent upon the following conditions: Seller is promptly notified of the defect or nonconformance; Buyer establishes to Seller's reasonable satisfaction that any Goods have been properly installed, maintained and operated; and upon Seller's request, Buyer will return the defective or non-conforming Goods or part thereof to Seller at Seller's cost, but subject to Buyer's rights hereunder. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 12 AND 14, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PRICE, NON-INFRINGEMENT OR ANY OTHER MATTER. THIS SECTION SHALL SURVIVE THE TERMINATION OR CANCELLATION OF ANY SUPPLY AGREEMENT BETWEEN SELLER AND BUYER.

13. *EXCLUSIVE REMEDY; DISCLAIMER OF LIABILITIES.* EXCEPT WITH RESPECT TO SELLER'S OBLIGATIONS SET FORTH IN SECTION 19(B), BUYER AGREES THAT SELLER'S LIABILITY SHALL BE LIMITED TO, AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY KIND HEREUNDER OR RELATING TO THE GOODS DELIVERED BY SELLER SHALL BE, (A) THE REPLACEMENT (AT SELLER'S OPTION) OF THE DEFECTIVE OR NON-CONFORMING GOODS FREE OF CHARGE, OR (B) A REFUND OF THE PRICE ALLOCABLE TO THE DEFECTIVE OR NON-CONFORMING GOODS IF SELLER IS UNABLE TO EFFECTIVELY REPLACE OR CORRECT SUCH DEFECT OR NON-CONFORMANCE IN A REASONABLE TIME AFTER USING ITS REASONABLE EFFORTS. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY HAVE ANY LIABILITY WHATSOEVER TO THE OTHER PARTY OR ANY OTHER PERSON WHO SHALL PURCHASE FROM BUYER ANY GOODS SUPPLIED PURSUANT TO THESE STANDARD TERMS FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING BUSINESS EXPENSES OR LOSS OF BUSINESS OR PROFITS) OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER CAUSED BY A PARTY'S SOLE OR CONCURRENT NEGLIGENCE OR OTHERWISE, NOR SHALL EITHER PARTY BE ENTITLED TO OBTAIN INJUNCTIVE RELIEF OR SPECIFIC PERFORMANCE AGAINST THE OTHER PARTY FOR ANY REASON WHATSOEVER, EXCEPT SELLER MAY SEEK TO OBTAIN SUCH RELIEF WITH RESPECT TO BUYER'S OBLIGATIONS HEREUNDER RELATED TO CONFIDENTIAL INFORMATION AND SELLER'S TRADEMARKS.

14. *CHANGES, VARIATIONS, STANDARDS, AND TOLERANCES.* All Goods and accompanying materials shall be produced in accordance with Seller's standard practices in effect at the time of production. All Goods and accompanying materials are subject to tolerances and variations consistent with usages of the trade and regular practices concerning dimension, weight, packaging, composition and mechanical properties; normal variations in surface; internal conditions and quality; deviations from tolerances and variations consistent with practical testing and inspection methods; and changes resulting from ongoing product development. Seller reserves the right to introduce, discontinue, and/or alter the specifications or selection of the Goods available in its sole discretion. Seller further reserves the right to make changes at any time to manuals, drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation or carrier. If any such changes alter the cost or the time

required for performance or delivery, an equitable adjustment will be made and this agreement modified in writing accordingly. Buyer agrees to accept such changes subject to this Section 14.

15. *FACILITIES; PERSONNEL; TRAINING.* Buyer represents and warrants that it has or shall acquire, at its sole expense, adequate facilities, equipment, means of transportation, sales force, distribution capabilities, financial capabilities, business office, and clerical staff to acquire and maintain a reasonable stock of Goods necessary to promote the sale of the Goods and to perform the services required by these Standard Terms within the Territory. If applicable, Buyer shall use the facilities and training materials available to train dealers, contractors, and growers of the like, in the Territory, as to the proper usage and application of the Goods.

16. *BOOKS AND RECORDS; SALES REPORTS.* Buyer shall further, at its sole cost and expense, maintain complete and accurate books and records covering all transactions arising out of or relating to these Standard Terms or any Supply Agreement executed between the parties. Such books and records shall be maintained in accordance with accounting principles generally accepted within the Territory.

17. *NON-COMPETITION.* As long as Buyer is an authorized distributor of Seller's Goods, Buyer shall not directly or indirectly, in any manner, as determined by Seller in its reasonable discretion: (a) engage in the promotion, advertising, marketing, manufacture, sourcing, sale, or distribution of products or goods which Seller considers to be in direct competition with the Goods or; (b) be in any way involved in the operation or management, perform similar duties or render similar services for or own any interest in, or be in any way affiliated with, any entity that supplies, sources, sells, or distributes products or goods which Seller considers to be in direct competition with the Goods.

18. *INSURANCE.* Buyer shall procure and maintain, at its own expense, in full force and effect at all times during which the Goods are being sold by Buyer, adequate professional liability insurance, including a commercial general liability insurance policy. Buyer shall deliver to Seller, within 10 days from Seller's request, Certificates of Insurance in form and substance satisfactory to Seller evidencing the coverages specified in this Section 18. Further, all policies and Certificates of Insurance shall expressly provide that no less than 30 days' prior written notice shall be given to Seller in the event of alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or evidenced by such Certificate of Insurance.

19. *ASSIGNMENT.* Buyer shall not assign its interest in any Supply Agreement without Seller's prior written consent, which consent may be withheld in Seller's sole discretion. Any merger or change in control of Buyer shall be deemed an assignment for purposes of this Section 19. Buyer is not authorized to appoint any sub-distributors without Seller's prior express written consent. Failure of the Buyer to obtain express written consent prior to appointment of any sub-distributors shall be deemed a breach of these Standard Terms and/or the then-current Supply Agreement(s) executed between the parties for purposes of Section 25 herein.

20. *INDEMNITY.* To the maximum extent allowed by law, and except to the extent caused solely by the acts or omissions of a Seller Indemnitee, Buyer shall reimburse, indemnify, defend and hold Seller and its employees and agents (collectively, "Seller Indemnitees") harmless from and against any claims, demands, liabilities, damages, suits, judgments, losses, costs and/or expenses (including reasonable attorneys' fees and other expenses of any litigation) that relate to or arise on account of (a) the willful misconduct, negligence, use, ownership, maintenance, transfer, transportation, or disposal of the Goods by Buyer or any salesperson, agent, employee, or other person acting for or on behalf of Buyer; (b) the misuse, accident, abuse, neglect, wear and tear, unauthorized modification or alteration, use beyond rated capacity, accident or abnormal conditions of operation or handling, or improper installation, maintenance or application of the Goods by Buyer or any salesperson, agent, employee, or other person acting for or on behalf of Buyer; (c) the violation of any federal, state, local or foreign law, rule or regulation applicable to the Buyer's actions hereunder or under any Supply Agreement executed between the parties by Buyer or any salesperson, agent, employee, or other person acting for or on behalf of Buyer; (d) Seller's compliance with any specifications provided in writing by or on behalf of Buyer for incorporation into the Goods furnished by Seller; or (e) Seller's compliance with specific written instructions or requirements of Buyer with respect to the Goods.

21. *INTELLECTUAL PROPERTY.* Seller's Trademarks and other intellectual property associated with the Goods (including without limitation, the underlying technology or composition thereof) are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such Goods does not convey to Buyer any rights or license, and Buyer shall return all property of Seller, including without limitation, all sales and marketing documents, manuals, and other records and Confidential Information (hereinafter defined) to Seller upon request therefor. Any product or any improvement to the Goods developed by Seller, any method or process of production respecting the product, Goods, or improvement thereto developed by Seller, and any improvement to the Goods developed by Buyer, shall be the sole property of Seller. Buyer shall have no right pursuant hereto or otherwise to use the Seller's Trademarks, Goods, product names or packaging, or any other intellectual

property of Seller, or any derivative thereof or modification thereto, unless Seller agrees otherwise in writing; provided that Buyer may identify itself as an authorized distributor of Seller's Goods and may advertise and sell the Goods in accordance with these Standard Terms and/or any Supply Agreement. Seller shall have no obligation to sell, assign, license, or transfer intellectual property of any kind to Buyer, and other than a limited license to advertise and sell the Goods in accordance with these Standard Terms, Buyer shall have no right to use any intellectual property of Seller without the express written consent of Seller, which may be withheld in Seller's sole discretion. Buyer will not alter, modify, reverse-engineer, decompile, disassemble, repackaging, relabeling, reformulating, renaming, changing, and/or create derivative works of any Goods. Seller may enforce this Section through injunction or otherwise.

22. **TRADEMARK PROTECTION.** Buyer shall reasonably cooperate in good faith with Seller, at Seller's expense, for the purpose of securing and preserving Seller's intellectual property rights in and to the Trademark(s) and/or the Goods, including without limitation, in the execution, submission, and prosecution of applications for any licensed Trademark, service mark, copyright, or patent, and similar applications for registration, and registered user agreements, which Seller may desire to submit at any time. Buyer shall not directly or indirectly submit any application to register the Trademark without Seller's prior written consent. Seller represents and warrants that, to the best of its knowledge, that the Trademarks do not infringe any valid trademark rights of a third party in the Territory.

23. **CONFIDENTIALITY.** Buyer shall not release or disclose to any other person or entity any confidential, non-public information, blueprints, drawings, specifications, data, information regarding the manufacturing process, methods of doing business, special "know how", trade secrets, special or secret processes, or other information which is proprietary in nature, furnished by Seller (collectively, "Confidential Information"), or use the Confidential Information for any purpose other than in connection with the intended use of the Goods. Buyer shall promptly notify Seller concerning any disclosure of Confidential Information pursuant to any law, regulation, order, subpoena or other legal process, and will reasonably cooperate with Seller in any appropriate action to protect the Confidential Information. The obligations contained in this Section shall survive the termination of these Standard Terms or any Supply Agreement. Seller may enforce this Section through injunction or otherwise.

24. **FORCE MAJEURE.** Each party shall be excused from any delay in performance or non-performance under these Standard Terms and/or any Supply Agreement to the extent such non-performance is caused by acts beyond the control of either party, including without limitation, acts of God, war, fire, floods, windstorms or other severe weather problems, earthquakes, earth movements, or other casualty, riot, sabotage, acts of a public enemy, embargoes, labor disputes or unrest, strikes, work stoppages, acts of civil or military authorities, governmental acts, orders or regulations, or other circumstances beyond the reasonable control of either party. This also includes delays from freight carriers that are beyond the control of either party. If Seller determines in its reasonable discretion that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture or development of the Goods, is hindered, limited or made impracticable due to causes addressed in this Section, Seller may at its option and without liability for any failure of performance which may result therefrom: (a) not fill the order; (b) allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among itself and its purchasers on such basis as Seller determines to be equitable; or (c) accept the order on such conditions as it may deem appropriate. If Seller agrees to fill the order, but for any reason beyond its reasonable control, including without limitation, inventory shortages, work slowdowns, or stoppages, Seller is unable to fill the order or to make delivery of the Goods ordered by Buyer, Seller shall have no liability to Buyer with respect to such order. Notwithstanding the foregoing, Seller agrees it shall contact Buyer upon the occurrence of such a situation, in order to notify Buyer of Seller's inability to fill the order(s) or make delivery of the Goods.

25. **TERMINATION.** Unless otherwise agreed to in a fully executed Supply Agreement, Seller may terminate any Supply Agreement, including open or continuing POs, if Buyer: (a) fails to timely pay for Goods delivered or services rendered and fails to cure such breach within five (5) days of its receipt of written notice thereof from Seller; (b) breaches any of its other obligations under any Supply Agreement executed between the parties and fails to cure such breach within thirty (30) days of its receipt of written notice thereof from Seller; (c) violates, disavows or refuses to abide by the Standard Terms and fails to cure such breach or reaffirm the requirements hereunder within thirty (30) days of written notice thereof from Seller; (d) becomes insolvent, makes an assignment for the benefit of creditors, or files a petition in bankruptcy, or if a receiver or trustee is appointed to take possession of its assets; (e) takes any action in a materially unfavorable manner when representing Seller, in Seller's reasonable discretion; (f) materially misrepresents Seller or the Goods in its performance of the obligations; (g) is in breach of Section 4 herein and fails to secure such breach within thirty (30) days of its receipt of written notice thereof from Seller; (h) fails to comply with any published policies of the Seller, whether contained herein or not; or (i) threatens any of the foregoing. Notwithstanding the above, Seller may revoke the rights granted to Buyer hereunder with respect to any customer with sixty (60) days' written notice. In the event that Buyer's rights with respect to one customer are revoked but its rights with respect to other customers within the Territory remain in-tact, the provisions of these Standard Terms relating to termination shall only apply to the terminated customer(s), and these Standard Terms shall remain in full force and

effect with respect to the remaining customers. Upon the effective date of termination of any Supply Agreement executed between the parties; (x) all unpaid invoices shall be considered immediately due per the invoice terms; (y) Buyer shall promptly return to Seller any property of the Seller, including without limitation, all sales and marketing documents, manuals, and other records and Confidential Information of Seller; and (z) Seller shall have the right to repurchase from Buyer, at the price paid by Buyer, any or all unsold Goods then in Buyer's inventory within thirty (30) days of termination; provided that Seller shall be responsible for the shipping charges related to the delivery of such repurchased Goods to Seller. Buyer agrees that it will not make or retain any copy of, or extract from, such property or materials. Finally, Buyer agrees that upon termination of any Supply Agreement for any reason, Seller shall not be liable for any termination compensation whatsoever, whether based on goodwill established or investments made by Buyer or otherwise.

26. *RELATIONSHIP; INDEPENDENT CONTRACTOR.* Unless expressly provided herein, these Standard Terms will not make either party the agent or local representative of the other for any purpose, and Buyer is not authorized to transact any business, incur obligations, sell goods, solicit orders, make any promise or representations, or to accept service of process in Seller's name or on its behalf. It is intended that these Standard Terms establish only a seller-purchaser relationship between Seller and Buyer, but subject to the terms and conditions hereunder as to the use of the Trademark(s) and the sale of the Goods under the Trademark(s). To the extent that Buyer purchases any Goods from Seller, it will do so for its own account and/or for resale in the Territory, and not under consignment or representation. All work and duties performed by Buyer as contemplated by these Standard Terms shall be performed by Buyer as an independent contractor. The parties acknowledge that Buyer is not a commercial agent of Seller and further acknowledge that these Standard Terms do not constitute a franchise under United States Federal or state law or under any law of the Territory or any sovereignty within the Territory and do not create a fiduciary relationship between the parties.

27. *MISCELLANEOUS.* Notwithstanding any Supply Agreement to the contrary: (a) Buyer shall have no right to (i) inspect Seller's facilities, (ii) examine Seller's books, records or other documents, or (iii) seek or obtain any information from Seller deemed proprietary or confidential by Seller in its sole discretion, without the express written consent of Seller obtained in each instance, which consent may be withheld in Seller's sole discretion; (b) Seller shall have no obligation to comply with any agreements between Buyer and any third party unless Seller is furnished a written copy of such agreement and expressly agrees to so comply in a signed writing after Seller's receipt of such copy; (c) Seller shall not be required to obtain any property, liability or other type of insurance for its own account or for the account of Buyer or its property; (d) Seller shall not be required to arbitrate any claim against Buyer, or bring or defend any such claim in any particular forum, except as provided in the Standard Terms; (e) Buyer shall have no right to dictate personnel changes in Seller's workforce, or to mandate labor union relations, affiliations or other changes to Seller's workforce management or labor relation policies; (f) Seller shall have the right to manufacture or have manufactured by any third party any product for Buyer in any of its facilities or the facilities of any third party without Buyer's prior approval or consent; and (g) Buyer shall have no right to notice of any sale of assets, merger or change in control, and no such transaction shall give rise to any Buyer right of termination of any Supply Agreement with Seller.

28. *WAIVER.* No waiver of either party's default hereunder shall be effective unless the same is in writing. Any such waiver by the non-defaulting party of any breach of any term, covenant, or condition contained in these Standard Terms, or the delay, forbearance, indulgence or failure of the non-defaulting party in exercising any right hereunder on account of such breach, or the partial exercise of such right, shall not be deemed a waiver of any subsequent breach of the same term or any other term, covenant or condition hereof.

29. *REMEDIES CUMULATIVE.* Each right or remedy granted to a party hereunder shall be deemed cumulative and may be exercised from time to time.

30. *SEVERABILITY.* If any provision of these Standard Terms is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be amended or limited only to the extent necessary to bring these Standard Terms within the requirements of said law. The invalidity of any clause, part, or provision of these Standard Terms shall be restrictive in effect to said clause, part, or provision and shall not be deemed to affect the validity of the remaining provisions hereof or of these Standard Terms in their entirety, the remainder of which shall remain in full force and effect.

31. *GOVERNING LAW AND ARBITRATION.* Any sale of Goods pursuant to these Standard Terms shall be deemed for all purposes to have been made in and from the State of Illinois and shall be governed by and construed in accordance with the substantive laws of the State of Illinois, which shall apply to all dealings and transactions between

Buyer and Seller, without regard to its principles of conflicts of laws. Buyer and Seller shall, in the first instance, negotiate in good faith to amicably resolve any disputes, controversies, or claims arising out of or relating to these Standard Terms or their validity, interpretation, breach, or termination. In the event that Buyer and Seller are unable to reach an agreement within 30 (thirty) days after the commencement of reasonable efforts to do so, then Buyer and Seller shall refer the matter to binding arbitration. The arbitration will be conducted in accordance with the Rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by the subsequent mutual agreement of the Buyer and Seller. The arbitration will be conducted by three (3) arbitrators, one chosen by Buyer, one chosen by Seller, and the third chosen by the other two arbitrators. The arbitral award will be in writing, and will be final and binding on the Buyer and Seller.

32. *EXPORT CONTROLS.* All sales, transfers, or disposals of Goods or related technical data shall at all times be subject to the export control laws and regulations of the United States government, including without limitation, the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and any regulations of the Office of Foreign Assets Control (OFAC). Buyer agrees that it shall not make any disposition, by way of trans-shipment, re-export, diversion, or otherwise (except as said laws and regulations may expressly permit) of Goods to: (i) such countries or regions that are subject to U.S. sanctions programs or (ii) to entities or individuals that appear on the U.S. government's (1) Specially Designated Nationals List; (2) Denied Persons List; (3) Unverified List; (4) Debarred List; or (5) Entity List.

33. *CROSS DEFAULT.* Should an existing Supply Agreement be terminated by Seller due to a material breach or default by Buyer for any reason, the termination of the Supply Agreement at issue may, at Seller's sole discretion, result in the simultaneous termination of all other agreements between Buyer and Seller.

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