

1. Applicability.

- 1.1. These terms and conditions of sale ("Terms") are the only terms which govern the sale of the good or products ("Goods") and services ("Services") by LR. Paris, LLC ("Seller") to the buyer named on the Sales Order or Order ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
- 1.2. The accompanying sales order ("Sales Order") and these Terms (collectively, this "Agreement") reflect the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its executed Sales Order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
- 1.3. Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Order.

2. Delivery of Goods and Performance of Services.

- 2.1. Seller shall provide certain product development Services for Buyer and shall furnish the Goods in accordance with the production specifications set forth in an Exhibit to the Sales Order (the "Final Product"), including but not limited to, designing the Final Product, identifying the proper manufacturers for development, managing the pre-production sampling, modifications, quality control and final launch of the Final Product into production.
- 2.2. Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide Seller with access to Buyer information or materials as may reasonably be requested by Seller for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; and (iii) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- 2.3. Seller shall commence the performance of the Services herein within a reasonable time after Seller's receipt of Buyer's Sales Order. The Final Product will be delivered within a reasonable time thereafter, subject to availability of the Final Product.
- 2.4. Seller shall not be liable for any delays, loss or damage in transit.
- 2.5. Unless otherwise agreed in writing by the parties, Seller shall deliver the Final Product to the location set forth in the Sales Order (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods.
- 2.6. Seller may, in its sole discretion, without liability or penalty, make partial shipments of the Final Product to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped in accordance with Section 10 herein, whether such shipment is in whole or partial fulfillment of Buyer's Sales Order.

- 2.7. If for any reason Buyer fails to accept delivery of any of the Goods, or if Seller is unable to complete delivery of the Goods at the Delivery Point because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; and (ii) the Goods shall be deemed to have been delivered.
 - 2.8. Seller shall use reasonable efforts to meet any performance dates to render the Services as may be specified in the Sales Order, and any such dates shall be estimates only. For the avoidance of doubt and as more fully set forth below, Seller shall not be in breach for delays in performance due to Buyer's failure to timely provide feedback and/or approvals of Goods.
3. **Non-delivery.**
- 3.1. The quantity of any installment of the Final Product as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
 - 3.2. Seller shall not be liable for any non-delivery of the Final Product even if caused by Seller's negligence, unless Buyer gives written notice to Seller of the non-delivery within fifteen (15) days of the date when the Final Product would in the ordinary course of events have been received.
 - 3.3. Any liability of Seller for non-delivery of the Final Product shall be limited to replacing the Final Product within a reasonable time or adjusting the invoice respecting such Final Product to reflect the actual quantity delivered.
 - 3.4. Buyer acknowledges and agrees that the remedies set forth in this Section 3 are Buyer's exclusive remedies for the non-delivery of the Final Product. Except as provided under Section 3.3, all sales of the Final Product to Buyer are made on a one-way basis and Buyer has no right to return the Final Product purchased under this Agreement to Seller.
4. **Quantity.** If Seller delivers to Buyer a quantity of the Final Product of up to five percent (5%) more or less than the quantity set forth in the Sales Order, Buyer shall not be entitled to object to or reject the Final Product or any portion thereof by reason of the surplus or shortfall and shall pay for such Goods at the Price (as defined in Section 9) set forth in the Sales Order, adjusted pro rata.
5. **Shipping Terms.**
- 5.1. Unless otherwise expressly indicated in the Sales Order, Buyer shall be responsible for all shipping, handling, and such other Additional Costs (as defined in Section 9 and 10) in connection with Seller's shipment and delivery of the Goods to the Delivery Point. Any Additional Costs shall be included in Seller's Final Invoice (as defined in Section 10) to Buyer based on actual costs. When a price is indicated in the Sales Order for shipping and/or transportation-related costs, such price remains subject to all such adjustments in accordance with actual shipping and transportation-related charges, duties and Additional Costs.
 - 5.2. If and when Buyer decides to manage shipping and transportation and/or use their shipping/carrier provider and/or accounts, Seller shall under no circumstances whatsoever manage, handle, support, shipment, expedition, pay duties or taxes or else act for the Buyer for export and import formalities. Such services shall be considered as excluded from the scope of services from Seller and shall therefore not be invoiced to Buyer.
6. **Title and Risk of Loss.** Title and risk of loss passes to Buyer upon shipment of the Final Product (and/or a replaced Final Product pursuant to Section 8) at the Delivery Point. As collateral security for the payment of the purchase price of the Final Product, Buyer hereby grants to Seller

a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Final Product, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York State Uniform Commercial Code.

7. **Buyer's Acts or Omissions.** If Seller's performance of its obligations under this Agreement is prevented or delayed by any act, omission or failure to timely provide feedback and/or approval of the Final Product, of Buyer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.
8. **Inspection and Rejection of Nonconforming Goods.**
 - 8.1. Buyer shall inspect the Final Product within ten (10) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Final Product unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: product received is materially different than identified in Buyer's Sales Order.
 - 8.2. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense, the replaced Goods to the Delivery Point.
 - 8.3. Buyer acknowledges and agrees that the remedies set forth in Section 8.2 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8.2, all sales of Final Product to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.
 - 8.4. Buyer acknowledges and agrees that in case it places an order to Seller without opting to receive a sample and a pre-production sample, for any reason whatsoever such as but not limited to cost, lack of time or else, it hereby expressly and fully waives any right to rejection of the Goods for non-conformity and shall accept and pay in full for the Goods in all cases with the sole and only exception of Goods that are damaged or non-functional.
9. **Price.**
 - 9.1. Buyer shall purchase the Goods and Services from Seller at the price set forth in Buyer's Sales Order for the Final Product (the "Price"). The Price is based upon the Final Product's specifications set forth in the Exhibit of the Sales Order as of the date of execution of same. Any changes to such Final Product after execution of the Sales Order shall be subject to Additional Costs, as set forth in Section 10.3 and/or 10.4. If and when shipping and/or transportation-related costs is/are included in the unit Price of the Final Product, the Price remains subject to variation because of any Additional Costs and shall therefore be considered as a target price integrating a portion which is based on a spot-price for shipping and transportation-related charges at the time of the Sales Order validation. Buyer hereby recognizes and acknowledges that these Additional Costs can lead to a variation in the Final Product unit price and the final Price to be paid.

- 9.2. Seller reserves the right at all times to change the Price of the Final Product, subject to Seller providing Buyer with notice of same. For the avoidance of doubt, no additional work will be performed prior to Buyer's written consent to such revised Price.
- 9.3. Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.

10. Payment Terms.

- 10.1. Buyer agrees that Seller shall begin production of the Goods upon Seller's receipt of the executed Sales Order and that Buyer is subject at all times to any Additional Costs resulting therefrom, as set forth in this Section 10.3 and 10.4.
- 10.2. Buyer shall pay fifty percent (50%) of the total Price set forth in the Sales Order upon execution thereof. Unless otherwise agreed to in writing by the Parties, the remaining fifty percent (50%) plus all applicable Additional Costs set forth in Seller's final invoice ("Final Invoice") shall be due and payable upon delivery of the Final Product at the Delivery Point. In the event of a cancellation, all resulting fees shall be due to Seller within seven (7) days of Buyer's receipt of Seller's cancellation invoice, which shall forth all Additional Costs related to such cancellation. Unless otherwise agreed to in writing by the Parties, Buyer shall make all payments hereunder by either wire transfer or check and in US dollars.
- 10.3. Buyer shall pay interest on all late payments at the lesser of the rate of one and a half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof.
- 10.4. All Prices are exclusive of, and Buyer shall be responsible for, the following additional costs, charges and taxes indicated herein under the subsection of this section 10.4 (altogether "Additional Costs"); provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets:
 - 10.4.1. All changes in the Final Product set forth in the Exhibit to the Sales Order that Buyer requests after the date of execution of the Sales Order ;
 - 10.4.2. In the event of any cancellation or modifications to the Sales Order at any time after execution of same, all costs resulting from Seller's performance of its Services until the date of such cancellation, including any fees and penalties that Seller may incur from its suppliers as a result of such cancellation.
 - 10.4.3. Shipping, related duties, insurance, handling fees, fuel charges, overweight fees or any kind or any other transportation-related surcharges, sales, use and excise taxes, and any other similar taxes, customs duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer.
- 10.5. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. **Buyer Warranty.** Buyer hereby warrants, represents, covenants and agrees that: (i) Buyer has the full right, power, and authority to enter into and to fully-perform this agreement, has the

financial wherewithal to perform its obligations hereunder and is free and clear of any and all claims, rights, encumbrances and obligations whatsoever; (ii) all Buyer Content submitted to Seller: (A) is new and original, (B) is capable of copyright or trademark protection throughout the universe, (C) is owned and controlled by, or are properly licensed to Buyer; and (D) does not and will not defame, infringe or violate any common law, statutory, or other rights of any third party including, without limitation, contractual rights, intellectual property and proprietary rights and rights of privacy, and is not the subject of any actual or threatened litigation or claim.

12. No Seller Warranty.

12.1. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Notwithstanding the foregoing, Buyer accepts that, due to changing factors in production, the delivered Goods may have slight differences in appearance from the Final Product set forth in the Exhibit to the Sales Order and that no such differences shall constitute a defect or breach of this agreement.

12.2. FOR THE AVOIDANCE OF DOUBT AND EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTIONS 12.1, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE FINAL PRODUCT AND/OR ANY GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

12.3. The Goods are not manufactured by Seller. The Goods are manufactured by a third party or series of third parties ("Third Party Product") and as such, Seller makes no warranty in connection with such Third Party Products embodied in or on the Final Product. FOR THE AVOIDANCE OF DOUBT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

13. Limitation of Liability.

13.1. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, INDEMNITY, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.

- 13.3. The limitation of liability set forth in Section 13.2 shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting directly from Seller's acts or omissions.

14. Intellectual Property; Licenses.

- 14.1. Original Works. Seller retains all right, title and interest in and to all preliminary works, knowledge, concepts, know-how, skills, materials, designs, sketches, photos, samples, ideas, and any resulting artwork ("Original Works") original to, developed by, furnished by or obtained by, Seller in the course of Seller's performance of its Services and Seller's furnishing of the Final Product. Buyer acknowledges and agrees that Seller is in the business of providing creative and design services and that Seller shall have the right to provide to third parties services which are the same or similar to the services provided to the Buyer, and to use or otherwise exploit any Original Works, but not any Buyer Content, in providing such Services.
- 14.2. Buyer Content. Notwithstanding anything to contrary herein, Seller acknowledges and agrees that Buyer has sole and exclusive ownership of and all right, title and interest in and to any original works, materials, designs or ideas submitted or furnished to Seller pursuant to this Agreement ("Buyer Content") and that all such right, title and interest in and to such Buyer Content shall remain with Buyer. If applicable to the Services to be performed by Seller, Buyer hereby grants Seller a nonexclusive license, without any right of sublicense, to use, copy, enhance, display, modify and publish the Buyer Content for the limited purpose of furnishing the Final Product and any other Services herein. Such license shall expire upon the termination of this Agreement. The grant of this limited license by Buyer of the Buyer Content to Seller for the performance of Seller's obligations under this Agreement is the only right to the Buyer Content that Seller shall acquire.
- 14.3. Final Product. Notwithstanding anything to the contrary herein, effective upon receipt by Seller of all consideration to be received under the Sales Order, Seller hereby assigns to Buyer all right, title, and interest in and to the Final Product, exclusive of all rights retained by Seller in connection with the Original Works embodied thereon. For the avoidance of doubt, the foregoing assignment shall not in any way affect or limit Seller right to use, copy, modify, make derivative works from, sublicense, and market any Original Works embodied in or on the Final Product. Seller shall further have exclusive ownership of all right, title and interest in and to any Original Artwork, Seller Tools and any other work which comprises non-final versions of the Final Product which were delivered to, but were not chosen or accepted by Buyer ("Non-Final Products"). In the event that Client wishes to acquire rights in and to such Non-Final Products, Seller and Buyer may agree to negotiate the terms of additional compensation for such Non-Final Products.
- 14.4. Newly created Works. Upon completion of the Services and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due as set forth in Sections 9 and 10, Seller assigns to Buyer all rights in and to any work specifically created by Seller for the exclusive use by Buyer and only if such Services are requested by Buyer in writing and approved by Seller. Seller shall cooperate with Buyer and shall execute any additional documents reasonably requested by Buyer to evidence such assignment. Buyer shall have sole responsibility for ensuring that any such works do not otherwise infringe the rights of any third party. Notwithstanding Section 15, Buyer hereby indemnifies, saves and holds harmless Seller from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of Buyer's use and/or failure to obtain rights to use or use of such works.

- 14.5. **Seller Tools.** All Seller Tools, defined as any background technology, including code, software, formulas, processes, methods, techniques, drawings or models that Seller uses to develop, run, display and/or otherwise furnish the Final Product, shall remain the exclusive property of Seller. Buyer may not directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works or otherwise disassemble or modify and Seller Tools comprising any software or technology of Seller.
- 14.6. **Limited License.** Upon completion of the Services, and expressly subject to full payment of all fees, costs and out-of-pocket expenses due as set forth in Sections 9 and 10, Seller grants to Buyer a non-exclusive license in and to any Original Works, to be used solely on and in connection with the manufacture, distribution and sale of the agreed upon Final Product, as set forth in the Sales Order and corresponding Exhibit. All other rights are expressly reserved by Seller. For the avoidance of doubt, the limited license granted to Buyer are for the usage of any Original Works in connection with the Final Product in its original form only. Buyer may not crop, distort, manipulate, reconfigure, mimic, animate, create derivative works or extract portions or in any other manner, alter any Original Works. Buyer hereby grants Seller the perpetual right and license to incorporate the Final Product in connection with any Company advertising and marketing materials.
- 14.7. **Remedies.** Notwithstanding Sections 24 and 25 herein, with respect to alleged or threatened breaches of the terms, conditions, representations, warranties and covenants herein, including but not limited to any matter affecting Seller's rights in and to the Original Works and other intellectual property or proprietary rights, or the goodwill or reputation of Seller, Seller shall be entitled to seek equitable relief in a court of competent jurisdiction without first submitting the matter to arbitration. Without limitation of anything in this Agreement, if Seller is the prevailing Party against Buyer in any such action or proceeding, Seller shall be entitled to all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with such action or proceeding, and Seller may seek such relief as part of such action or proceeding. In addition, nothing herein shall prohibit Seller from joining, impleading and/or claiming against Buyer in any action or proceeding brought by a third party against Seller which arises out of, is in connection with or relates to this Agreement, or implicates Buyer's indemnification obligations under it.
15. **Indemnification.** Buyer hereby agrees to indemnify, defend and hold Seller and its affiliates, and their respective officers, directors, employees and agents (the "Indemnified Parties"), harmless from and against any and all third-party claims, costs, suits, liabilities, damages, losses, demands, and expenses of every kind, including but not limited to reasonable outside attorneys' fees and disbursements ("Losses"), arising out of or in connection with, 1) any alleged breach or breach by Buyer of any warranty, representation or agreement made by Buyer; or 2) Seller's performance of the Services, including any allegation that such Services and any work or other materials embodied in or on the Final Product, infringe any third party's intellectual property rights, provided such claim is reduced to final adverse judgment or settled with Buyer's prior written consent, such consent not to be unreasonably withheld.
16. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Final Product under this Agreement or any resale of the Final Product by Buyer. Buyer shall notify Seller if the Final Product are intended for resale and shall provide Seller with all the necessary information in connection therewith, including but not limited to Tax ID information. Buyer assumes all responsibility for shipments of Final Product requiring any government import clearance. Seller may terminate this Agreement if

any governmental authority imposes antidumping or countervailing duties or any other penalties on Final Product.

17. **Change in Law.** If at any time after the date of the Seller's offer to the Buyer, any law, regulation, standard or methods comes into force or changes and such is increasing the cost of performing the sale of the Goods or performance of the Services, or more generally affecting the Agreement in any of its terms, such as but not limited to time for performance or warranties, applicable tariffs or taxes levels, the price of the Goods and/or Services shall be adjusted to reflect the said increase as a result of such change and such updated price shall become the price to be paid by Buyer. Other affected terms, if any, of the Agreement shall be negotiated in good faith by the Parties.
18. **Termination.** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) cancels the Sales Order; (c) has not otherwise performed or complied with any of these Terms, in whole or in part; or (d) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Seller shall at all times herein be entitled to all expenses incurred in connection with the performance of its Services and manufacture of Products, including samples, herein prior to such termination and/or as a result of such termination.
19. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
20. **Confidential Information.** All non-public, confidential or proprietary information of Seller, including but not limited to, Seller Tools, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
21. **Force Majeure.** The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Buyer shall be entitled to give

notice in writing to Seller to terminate this Agreement. Notwithstanding the foregoing and for the avoidance of doubt, Seller shall at all times herein be entitled to all expenses incurred in connection with the performance of its Services herein prior to such termination.

22. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, exclusive, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
25. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.
26. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the City of New York and County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
27. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
28. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
29. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to Sections 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26 and 27 herein.
30. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.